

ARTICLE 21
OTHER EMPLOYEE RIGHTS

21.1 Professional Activities. Employees shall be encouraged to attend professional meetings, conferences, and activities with the approval of their supervisor. The University shall reimburse an employee for expenses related to such activities subject to the availability of funds and the approval of the supervisor, in accordance with the applicable provisions of State law and rules and regulations having the force and effect of law.

21.2 Office Space. ~~To the extent possible, the University shall provide each faculty member. Each employee shall be provided with office space which may be on a shared basis. The parties recognize the desirability of providing each employee with enclosed with office space with a door lock and~~ office equipment commensurate with assigned responsibilities. ~~Such equipment shall normally include a telephone, a computer, an internet connection, and access to a printer.~~

a) ~~Each tenured, tenure-earning, and non-tenure earning, instructional full-time faculty members shall be provided with an enclosed individual office at their principal place of employment that has a door lock, except in a circumstance where to do so would not be reasonably possible.~~

b) ~~Visiting faculty members, part-time faculty members, and faculty members not at their principal place of employment, may be provided office space on a shared basis. The University shall provide an appropriate location to ensure privacy when discussing sensitive matters with students for those faculty who share office space.~~

c) ~~No faculty member shall have more than one office on the same campus unless they are on special assignment, grant/soft money, or assigned administrative duties that require the use of additional office space. The decision to assign additional office space shall be made in consultation with the Provost's designee or Dean of the unit impacted, and the requesting faculty member.~~

d) ~~Full-time faculty members who provide confidential counseling services with the title of psychologist, psychiatrist, student counseling specialists or other mental health clinical faculty shall be provided with an enclosed individual~~

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Michael Blattinore

Chief Negotiator
FAU-BOT

April 24, 2018
Date

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Chief Negotiator
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lockable office, except in a circumstance where to do so would not be reasonably possible.

e) and ready access to a telephone. Each employee shall, consistent with building security, have reasonable access to the employee's office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis.

f) Before an employee's office location is changed, or before there is a substantial alteration to an employee's office to a degree that impedes the employee's work effectiveness, the affected employee shall be notified, if practicable, at least one (1) month prior to such change.

21.3 Safe Conditions. Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate administrator shall reply to the concern, in writing, if the employee's concern is communicated in writing.

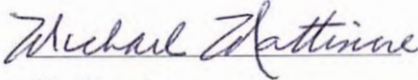
21.4 Limitation on Personal Liability.

(a) In the event an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee should notify the President's office as soon as possible after receipt of the summons commencing the action in order that the University may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.

(b) For information purposes, the following pertinent language of Section 768.28(9), Florida Statutes, is reproduced herein.

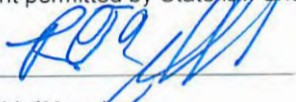
No officer, employee, or agent of the State or its sub-divisions shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his employment or function unless such officer, employee or agent acted in bad faith or with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

21.5 Travel Advances. The University will, to the extent permitted by State law and



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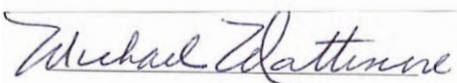
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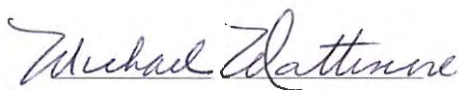
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April 24, 2018

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.

21.6 Protection for Whistleblowers. Employees are notified that Section 112.3187, Florida Statutes, provides protection to certain employees who are covered by the act and delineates their rights and responsibilities.



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ARTICLE 22
STUDY LEAVE AND SABBATICALS

22.1 Study Leave.

- (a) Job-Required. An employee required to take academic course work as part of assigned duties shall not be required to charge time spent attending classes during the work day to accrued leave.
- (b) Job-Related. An employee may, at the discretion of the supervisor, be permitted to attend up to six (6) credits of course work per semester during work as part of the Employee Educational Scholarship Program, provided that:
 - (1) The course work is directly related to the employee's professional responsibilities;
 - (2) The supervisor determines that the absence will not interfere with the proper operation of the work unit;
 - (3) The supervisor believes that completion of the course work would improve the productivity of the department or function of which the employee is a part; and
 - (4) The employee's work schedule can be adjusted to accommodate such job-related study without reduction in the total number of work hours required per pay period.
- (c) Employees may, in accordance with this Article, use accrued annual leave for job-related study.

22.2 Sabbaticals.

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



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(b) Types of Sabbaticals.

- (1) The University will make available to each employee 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.
- (2) Each year, the University will make available at least one (1) sabbatical at full-pay for one (1) semester for each twenty-six (26) eligible employees, subject to the conditions set forth below.

(c) Eligibility for Sabbaticals.

- (1) Initial Sabbatical at FAU. Full-time employees who at the time of application are tenured and serving as Associate Professor, Professor, or Associate University Librarian or University Librarian, and who will have completed at least six (6) years of continuous full-time service within the University before beginning the sabbatical, shall be eligible to apply for initial sabbaticals. An employee who is compensated through a contract or grant may receive a sabbatical only if the contract or grant allows a sabbatical and the employee meets all other eligibility requirements.
- (2) Subsequent Sabbaticals at FAU. Employees shall not normally be eligible for a second sabbatical until six (6) years of continuous full-time service are completed following the prior sabbatical. Employees may apply during the sixth year.

2.13. Employees who have received discipline pursuant to Article 16 during the year of application for sabbatical, or are on a Personal Improvement Plan are ineligible for sabbatical leave.

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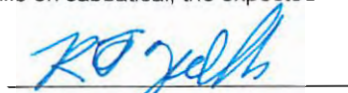
(d) Application and Selection.

- (1) Applications for sabbaticals shall be submitted in accordance with University procedures established through the consultation process (Article 2). Each application shall include a statement describing the program and activities to be followed while on sabbatical, the expected



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increase in value of the employee to the University and the employee'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 22.2(e).

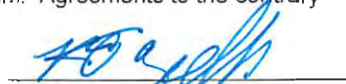
- (2) Sabbaticals at half-pay shall be granted unless the University has determined that the conditions set forth in this Article have not been met or that departmental/unit staffing considerations preclude such sabbatical from being granted. In this latter instance, the employee shall be provided the sabbatical the following year, or at a later time as agreed to by the employee and the University. The period of postponement shall be credited for eligibility for a subsequent sabbatical.
- (3) If there are more applicants for one (1) semester sabbaticals at full-pay than available sabbaticals, the Research Committee of the University Faculty Senate shall rank the applicants. The committee, in ranking the applicants, shall consider the benefits of the proposed program to the employee, the University and the profession; the length of time since the employee was relieved of teaching duties for the purpose of research and other scholarly activities; and length of service since previous sabbatical or initial appointment. The committee shall submit a ranked list of recommended employees to the President or representative. The President or representative shall make appointments from the list and consult with the committee prior to an appointment that does not follow the committee's ranking.
- (4) No more than one (1) employee in a department/unit ~~need shall~~ be awarded a sabbatical at the same time unless the President or representative determines that there will be no adverse impact to the operations of the department.

(e) Terms of Sabbatical Program.

- (1) While on sabbatical, the employee's salary shall be one half-pay for two (2) semesters (one (1) academic year), or full-pay for one semester.
- (2) The employee must return to the University for at least one (1) academic year following participation in the program. Agreements to the contrary



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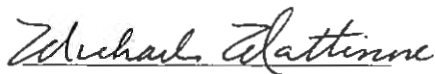
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must be reduced to writing prior to participation. Return to the University of salary received during the program will be required in those instances where neither of the above is satisfied.

- (3) The employee must, within sixty (60) days of completion of the sabbatical, provide a concise written report of the employee's accomplishments during the sabbatical to the President or representative. This report shall include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect the employee and the University, and research or other scholarly work produced or expected to be produced as a result of the sabbatical.
- (4) Contributions normally made by the University to retirement and Social Security programs shall be continued on a basis proportional to the salary received. Board contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the sabbatical.
- (5) Eligible employees shall continue to accrue annual and sick leave on a full-time basis during the sabbatical.
- (6) While on leave, an employee shall be permitted to receive funds for travel and living expenses, 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 shall not result in reduction of the employee's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University. If financial assistance is received in the form of salary, the University salary shall normally be reduced by the amount necessary to bring the total income of the sabbatical period to a level comparable to 125% of the employee's current year salary rate. Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of Article 19, Conflict of Interest And Outside Activity.
- (7) If plans include providing technical information to persons who are not United States citizens, an employee must consult with the Office of General Counsel prior to departure. The provision of technical knowledge outside the United States is considered an export and is regulated by the



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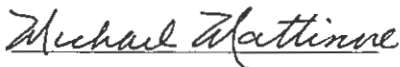
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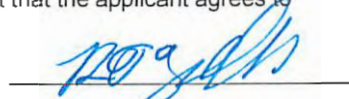
U.S. Commerce Department or the State Department depending upon the type of knowledge being exported. Those agencies require a license before the knowledge may be communicated.

- 22.3 Retraining. The University may, at its discretion, provide opportunities for retraining of employees when it is in the University's best interests. Such opportunities may be provided to employees who are laid off, to those who are reassigned, or in other appropriate circumstances. These retraining opportunities may include enrollment in tuition-free courses.
- 22.4 FAUS Sabbaticals.
- (a) Policy. Sabbaticals for research or scholarly work are to be made available to employees who meet the requirements set forth below. Such sabbaticals are granted to increase an employee's value to the FAUS through enhanced opportunities for research, writing, or other experience of professional value, not as a reward for service.
- (b) Type of Sabbatical. Once every two (2) years, the FAUS will make available at least one (1) sabbatical at half-pay for one (1) FAUS academic year for eligible employees, subject to the conditions set forth below. FAUS may provide sabbaticals that are equivalent to the one (1) year, half-pay sabbatical upon consultation with the UFF Chapter representative.
- (c) Eligibility for Sabbatical. Full-time employees ranked as University School Associate Professor or University School Professors with at least six (6) years of full-time service at the FAUS shall be eligible for sabbaticals. Eligible employees shall be notified annually regarding eligibility requirements and application deadlines.
- (d) Application and Selection.
- (1) Applications for sabbaticals shall be submitted in accordance with procedures established through the FAUS consultation process (Article 2). At a minimum, each application shall include a statement describing the program and activities to be followed while on sabbatical, the expected increase in value of the employee to FAUS and his/her academic discipline, specific results anticipated from the leave, any anticipated supplementary income, and a statement that the applicant agrees to



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comply with the conditions of the sabbatical program as described in 22.4(e).

- (2) A joint College of Education/FAUS Research Committee shall rank the applicants for the purpose of making a recommendation to the dean or designee regarding the awarding of the sabbatical. The committee shall be comprised of employees chosen by the dean or designee in consultation with UFF. The committee chairperson shall be selected by majority vote of the committee. The committee, in ranking the applicants, shall consider the benefits of the proposed program to the employee, the FAUS, and the profession; the needs of the FAUS; and the length of time since the employee was last provided an opportunity for professional renewal. The committee shall submit a ranked list of recommended employees to the dean or designee who shall make the final decision regarding the awarding of the sabbatical.

(e) Terms of Sabbatical Program.

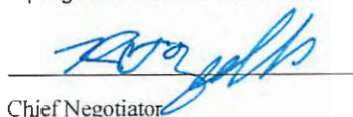
- (1) The employee must return to the FAUS for at least one (1) academic year immediately following the sabbatical. Agreements to the contrary must be reduced to writing prior to participation. Return to the FAUS of salary received during the program may be required in those instances where neither of the above is satisfied.
- (2) The employee must, within sixty (60) days of returning from the sabbatical, provide a concise written report of the employee's accomplishments during the sabbatical to the dean or designee. This report shall include information regarding the activities undertaken during the sabbatical, the results accomplished during the sabbatical as they affect the employee and the FAUS and research or other scholarly work produced or expected to be produced as a result of the sabbatical.
- (3) Employees shall not normally be eligible for a second sabbatical until six (6) years of continuous service are completed following the first.
- (4) Contributions normally made by the Board to retirement and Social Security programs shall be continued on a basis proportional to the salary received. Board contributions normally made to employee insurance programs and any other employee benefit programs shall be continued



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during the sabbatical.

Employees shall continue to accrue sick leave on a full-time basis during the sabbatical.



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September 11, 2018

ARTICLE 23
SALARIES

23.1 Effective Date. The 20185-20196 salary increases and adjustments referenced in this Article shall become effective upon ratification of this agreement by both parties, and implemented on the first full pay period of October 2018 or within forty-five (45) days after ratification if ratification is beyond September 1, 2018. ~~or the first pay period in Fall 20186 if distribution computations are completed during the summer, the month which UFF-FAU ratifies the agreement.~~ The 201986-2020197 base salary increases and adjustments referenced in this Article shall become effective the full first pay period in ~~September~~ October 201986 ~~or if re-opened for re-negotiations upon ratification.~~ The 20200197-2021018 salary increases and adjustments referenced in the Article shall become effective the full first pay period in ~~September~~ October 2020197 ~~or if re-opened for re-negotiations upon ratification.~~

23.2 Promotion and Legislative Compensation Increases for Faculty. The Florida Atlantic University Board of Trustees has approved funds for promotion based and legislatively directed increases, to be distributed as follows:

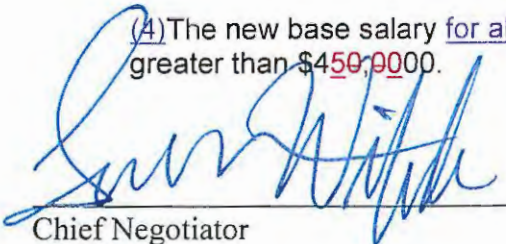
A. Promotion Increases. Promotion increases shall be granted to employees promoted in 20185-20196, 20196-202017, and 202017-202118 effective upon the start of their academic year appointment following the promotion. These increases shall be granted as follows:

(1) in recognition of promotion to Associate Professor, Associate in _____, Associate Scholar/Scientist, Associate Engineer, Associate Research Professor, and Associate University Librarian, an increase equal to 9.0% of the employee's previous year's base salary; or

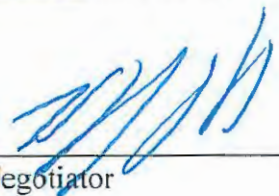
(2) in recognition of promotion to Professor, Scholar/Scientist, Engineer, Research Professor and University Librarian, an increase equal to 12% of the employee's previous year's base salary.

(3) in recognition of promotion to Senior Instructor/Senior Lecturer granted in 2017-2018, 2018-2019, 2019-2020, and 2020-2021 in accordance with the Provost's Memorandum on Appointment and Promotion of Instructors and Lecturers, an increase of 9.0% of the employee's previous year's base salary, ~~but the new salary may not exceed 15.0% more than the employee's salary from 3 years prior on a rolling basis, if in the same position.~~

(4) The new base salary for all Senior Instructors/Senior Lecturers must be equal to or greater than \$450,000.



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(54) in recognition of promotion to University Instructor/University Lecturer granted in 2017-2018, 2018-2019, 2019-2020 and 2020-2021 in accordance with the Provost's Memorandum on Appointment and Promotion of Instructors and Lecturers, an increase of 12.0% of the employee's previous year's base salary, ~~but the new salary may not exceed 18.0% more than the employee's salary from 3 years prior on a rolling basis, if in the same position.~~

B. Legislative Salary Increase. Any increase provided in accordance with the ~~2018-16, 2019, or 2020, or 2021 or 2017~~ General Appropriations Act will be provided as defined therein.

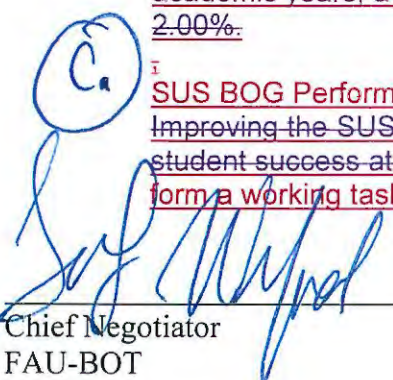
23.3 Additional University Compensation Increases for Faculty. The FAU Board of Trustees has made a commitment to provide a pool of funds for additional compensation increases for all high performing eligible in-unit faculty (not FAUS) and librarians. Each pool of funds below includes any applicable legislative appropriated compensation and applies to all regular bargaining unit employees who were employed as of the prior May 1, and have continued in-unit employment through the date of distribution, and have a Good or above overall on the prior annual evaluation.

A. ~~A. The University shall provide these bargaining unit employees with a pool of funds up to 31.0% of the September 1, 2018 salary base of eligible bargaining unit employees for the 2018-2019 academic year. Base Salary University University Merit Increases. A 1.000% base wage increase of the prior September 1 base salary for 2018-2019, 2019-2020, and 2020-2021.~~

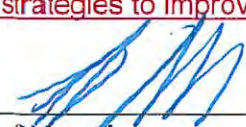
B. Base Salary University Merit Increases. A 1.00% merit base wage increase for the years 2018-2019, 2019-2020, and 2020-2021 contingent upon earning a 3 or higher on annual performance evaluation.

~~University-Wide Bonuses. When the University is ranked as one of the top three as determined by the SUS BOG Performance Metrics based on total points earned for the 2018-2019 school year, a 2.00% one-time bonus will be awarded in 2019-2020. When the University is ranked as one of the top three as determined by the SUS BOG Performance Metrics based on total points earned for the 2019-2020 school year, a 2.00% one-time bonus will be awarded in 2020-2021. However, in the event that the University earns a top three ranking for both the 2018-2019 and 2019-2020 academic years, a 3.00% one-time bonus will be awarded in 2020-2021 rather than 2.00%.~~

SUS BOG Performance Metrics Student Success Task Force Metrics Task Force. Improving the SUS BOG Performance Metrics requires a unified effort to increase student success at the University. The Provost's Office and faculty members shall form a working task force to identify and implement strategies to improve student



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success as determined by the Performance Funding Metrics. The Provost or designee shall form a task force including an elected in-unit faculty member from each college and administrators to collaboratively work to improve student success at FAU. 2019-2020, and 2020-2021.

~~C.~~
~~B. The University shall provide bargaining unit employees with a pool of funds up to 3.0% of the September 1, 2019 salary base of eligible bargaining unit employees for the 2019-2020 academic year. University Bonus payments. When the university is ranked as one of the top three in the SUS BOG performance metrics in any year 2018-2019, 2019-2020, 2020-2021, a one-time, non-recurring bonus will be given in that year as follows:~~

- ~~_____ \$2,000 for each overall evaluation score of Exceptional (5)~~
- ~~_____ \$1,500 for each overall evaluation score of Outstanding (4)~~
- ~~_____ \$1,000 for each overall evaluation score of Good (3)~~

~~C. The University shall provide these bargaining unit employees with a pool of funds up to 31.0% of the September 1, 2020 salary base of eligible bargaining unit employees for the 2020-2021 academic year.~~

~~D.
(2) Base Salary Merit Increases. All regular bargaining unit employees who were employed as of the prior May 1, have continued in-unit employment through the date of distribution, and have a Good (3 out of 5) or better on the prior annual evaluation, will receive a 12.0% base wage increase of the prior September 1 base salary for 2018-2019, 2019-2020, and 2020-2021.~~

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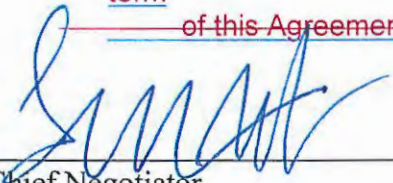
23.4 Florida Atlantic University School Employees. FAUS employees shall participate in the -FAUS Salary Schedule system -Grandfathered and Performance

~~— F-attached at Appendix I. If the Florida law regarding the State's Performance Salary System is amended by the legislature during the term of this Agreement such that merit base salary eligibility for permanent status employees is changed, the UFF may reopen this Agreement to address those affected employees.~~

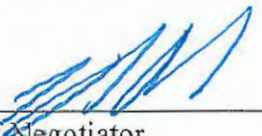
~~— 23.4 (A) should be moved to Article 14. Please see the Article 14 separate attachment for language.~~

~~— Florida Atlantic University School Employees. If the Florida law regarding the State's Performance Salary System is amended by the legislature during the term~~

~~— of this Agreement such that promotion increases and/or merit base salary~~



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FAU-UFF

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~~eligibility for permanent status employees is changed, the UFF may reopen this[GD1]~~

~~agreement to address those affected employees.~~

~~**FAUS Employee Promotion Increases -- Move to Article 14**~~

~~FAUS Newly Hired Instructional Employees. All newly hired instructional employees will receive the salary based on the Grandfathered Salary Schedule in[GD2] Appendix I.~~

~~(B)FAUS Employee Merit Base Salary Increases. All eligible non-permanent status FAUS[GD3] employees shall receive a merit base salary increase of 3% for a rating of Highly Effective, 2.75% for a rating of Effective, and 2.5% for a rating of Satisfactory 2.5% on the prior annual evaluation for the years 2018-19, 2019-20, and 2020-21. These increases are subject to state law governing merit pay increases for K-12 teachers and include any applicable legislative appropriate compensation, unless the appropriated amount exceeds the amount obligated in this section.~~

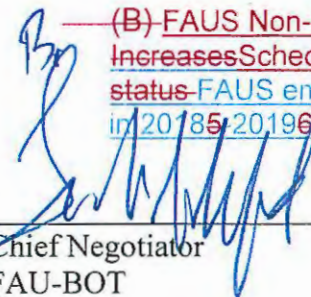
A. (A) FAUS Employee Promotion Increases.

(1) Promotion increases shall be granted to FAUS employees pursuant to procedures and criteria for promotion to each rank for those promoted in 2018-2019, 2019-2020, and 2020-2021 effective upon the start of the academic year appointment upon the promotion. Permanent status and annual employees may be promoted and may receive any promotion/merit salary increase. Permanent employees having earned a 3% increase for meeting the Permanent promotional requirements prior to the establishment of the University School Accomplished Instructor designation are ineligible for an additional 3% increase; however, may be granted the Accomplished Instructor designation.


(2) These increases shall be granted in an amount equal to a specified percentage of the employee's previous years' base salary at the time of promotion to one of the ranks described below:

- 3% To achieve University School Accomplished Instructor;
 - 7% To University School Assistant Professor;
 - 8% To University School Associate Professor; and
 - 9% To University School Professor
- FAUS

~~(B) FAUS Non-Permanent Employee Performance Merit Base Salary Increases Schedule (PSS) Increases. All eligible non-permanent status non-permanent status FAUS employees shall receive an additional a 2% merit base salary increase in 20185-20196, 20196-202047 and 202047-202148 for achieving an overall~~



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~~performance rating of Highly Satisfactory-Effective or 1.5% base salary increase for achieving an overall performance rating of Effective. above overall rating on the prior annual evaluation as indicated the chart below. follows: Highly Effective 2%, Effective 1.5%, Satisfactory 1%. These increases are subject to state law governing merit pay increases for K-12 teachers and include any applicable legislative appropriated compensation, unless the appropriated amount exceeds the amount obligated in this section.~~

~~B~~

C. FAUS Permanent Employee Grandfathered Salary Schedule (GSS) Increases. All eligible permanent status FAUS employees shall receive a 1.99% base salary increase in 2018-2019, 2019-2020 and 2020-2021 for achieving an overall performance rating of Highly Effective or 1.49% base salary increase for achieving an overall performance rating of Effective.

The increases for Permanent and Non-Permanent employees are subject to state law governing salary increases for K-12 teachers and include any applicable legislative appropriated compensation, unless the appropriated amount exceeds the amount obligated in this section.

~~FAUS One-time Bonus Contingent Upon Department of Education Performance Metrics. When FAUS is ranked as one of the top three combination schools as determined by the Florida Department of Education based on total points earned for the 2018-2019 school year, a 2.00% one-time bonus will be awarded in 2019-2020.~~

~~When FAUS is ranked as one of the top three combination schools as determined by the Florida Department of Education based on total points earned for the 2019-2020 school year, a 2.00% one-time bonus will be awarded. In the event that FAUS earns the top three ranking for both the 2018-2019 and 2019-2020 school years, a 3.00% one-time bonus will be awarded in 2020-2021.~~

D. Performance and Grandfathered Salary Schedules for FAUS Employees.

(1) In accordance with 1012.22, F.S., the State requires two salary schedules: Grandfathered and Performance.

a. Grandfathered Salary Schedule.

The Grandfathered Salary Schedule (GSS) is limited to full-time (1.0 FTE) school employees who currently have and remain employed on a permanent status contract. The GSS employee base minimum starting salary is \$45,500.44,000. The GSS salary schedule is determined based on negotiated increases. Permanent employees on the Grandfathered Salary Schedule below

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the newly established minimum salary will be adjusted to \$45,54,000.

GSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 23.4(E). Supplements are not added to or become part of the base salary.

GSS employees are eligible for promotion base salary increases in accordance with Article 14. Promotion increases shall be calculated on the base salary only, not including any supplement(s).

b. Performance Salary Schedule.

The Performance Salary Schedule (PSS) is only available to instructional personnel on an annual contract. Employees on the GSS or with a permanent status contract are not eligible for the PSS. Permanent status employees may "opt in" to the PSS by permanently forfeiting permanent status and assuming employment on an annual contract. A permanent employee may not return to the GSS or regain permanent status.

The PSS employee base minimum starting salary is \$42,000. Salaries of annual employees on the Performance Salary Schedule below the newly established minimum salary will be adjusted to \$42,000.

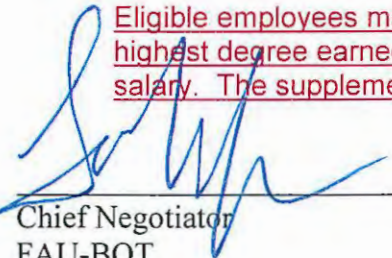
PSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 23.4(E). Supplements are not added to or become part of the base salary.

~~PSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 23.4(E). Supplements are not added to or become part of the base salary.~~

PSS employees are eligible for promotion base salary increases in accordance with Article 14.4. Promotion increases shall be calculated on the base salary only, not including any supplement(s).

(2) Advanced Degree Supplements.

Eligible employees may receive a single advanced degree supplement based on the highest degree earned. The supplements are not added to or become part of the base salary. The supplements are calculated as follows:



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| Highest Degree Earned | Annual Supplement |
|-----------------------|-------------------|
| Masters | \$2,500.00 |
| Double Masters | \$3,500.00 |
| Specialist | \$3,500.00 |
| A. Doctorate | \$5,000.00 |

B-E. Joint Appointments. FAUS employees holding joint appointments with a department or unit in the University shall be eligible for any salary increases available to other part-time members of the bargaining unit in such department unit of the University, with such increases appropriately pro-rated.

F. FAUS Supplements. FAUS employees shall receive salary supplements for approved extracurricular activities assigned by the Director under the following conditions:


- (1) The activity must involve duties that extend beyond the normal workday.
- (2) Employees shall receive a separate salary supplement for each assigned activity.
- (3) The amount of the salary supplement shall be determined after consultation with the FAUS UFF representative.
- (4) Salary supplements are not to be included in the base salary rate upon which future salary increases are calculated.

~~(C) FAUS Grandfathered Schedule. All eligible permanent status employees will receive the salary based on the Grandfathered Schedule in Appendix I.~~


~~23.4— Florida Atlantic University School Employees. FAUS employees shall participate in the FAUS Salary System attached at Appendix I. If the Florida law regarding the State's Performance Salary System is amended by the legislature during the term of this Agreement such that merit base salary eligibility for permanent status employees is changed, the UFF may reopen this Agreement to address those affected employees.~~

~~(A) FAUS Employee Promotion Increases.~~

~~(1) Promotion increases shall be granted to FAUS employees pursuant to procedures and criteria for promotion to each rank for those promoted in 2015-2016, 2016-2017, and 2017-2018~~



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~~effective upon the start of the academic year appointment upon the promotion. Permanent status employees may be promoted, but may not receive any promotion/merit salary increase.~~

~~(2) These increases shall be granted to non-permanent status employees in an amount equal to a specified percentage of the employee's previous years' base salary at the time of promotion to one of the ranks described below:~~

- ~~3% — To achieve University School Accomplished Instructor;~~
- ~~7% — To University School Assistant Professor;~~
- ~~8% — To University School Associate Professor; and~~
- ~~9% — To University School Professor~~

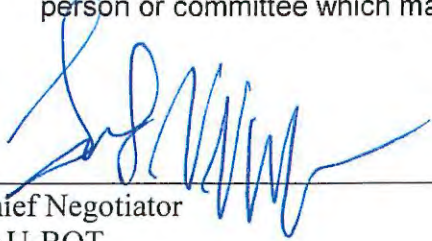
~~(B) FAUS Employee Merit Base Salary Increases. All eligible non-permanent status FAUS employees shall receive an additional merit base salary increase in 2015-2016, 2016-2017 and 2017-2018 for achieving a Satisfactory or above overall on the prior annual evaluation as follows: Highly Effective 2%, Effective 1.5%, Satisfactory 1%. These increases are subject to state law governing merit pay increases for K-12 teachers and include any applicable legislative appropriated compensation, unless the appropriated amount exceeds the amount obligated in this section.~~

~~(C) Joint Appointments. FAUS employees holding joint appointments with a department or unit in the University shall be eligible for any salary increases available to other part-time members of the bargaining unit in such department unit of the University, with such increases appropriately pro-rated.~~

~~(D) FAUS Supplements. FAUS employees shall receive salary supplements for approved extracurricular activities assigned by the Director under the following conditions:~~

- ~~(1) The activity must involve duties that extend beyond the normal workday;~~
- ~~(2) Employees shall receive a separate salary supplement for each assigned activity;~~
- ~~(3) The amount of the salary supplement shall be determined after consultation with the FAUS UFF representative;~~
- ~~(4) Salary supplements are not to be included in the base salary rate upon which future salary increases are calculated.~~


23.565 Report to Employees. All employees shall receive notice of their salary increase, if applicable. Upon request, an employee shall have the opportunity to consult with the person or committee which makes the initial recommendation for salary increases.



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23.676 Nothing contained herein shall prevent the University from providing salary increases beyond the increases specified above. These increases are provided for market equity considerations; documented compression/inversion; verified counteroffers; increased duties and responsibilities; special achievements; and litigation/settlements. The UFF shall be given notice of any in-unit increase designated for special achievements. Any in-unit increase designated for market equity or compression/inversion shall be pursuant to an Equity Distribution Policy approved by the dean and provided to the UFF. The Equity Distribution Policy shall state the eligibility and distribution formula, and apply to all faculty in the department/school. The UFF shall have the opportunity to discuss the equity distribution policy in consultation with the President or his/her designee prior to the implementation.

23.787 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is an arbitrary and capricious application of the provisions of one or more Sections of this Article.

23.8 ~~23.98~~ — Type of Payment for Assigned Duties

- A. Duties and responsibilities assigned by the University to an employee which do not exceed the available established FTE for the position shall be compensated through the payment of Salary, not Temporary Employment, unless stated otherwise in this Agreement.
- B. Duties and responsibilities assigned by the University to an employee which are in addition to the available established FTE for the position shall be compensated through Temporary Employment, not Salary.

23.9 Increases Contingent on Receipt of New Recurring/Non-Recurring Funds. Unless the University chooses to fund the increases in Section 23.3 from other sources, in the event the University does not receive sufficient new legislative or performance funding to fund the salary increases negotiated for either 20186-20197, ~~or 20197-202018~~, or 2020-2021. Section 23.3 of this salary article shall become void and re-opened for negotiations by the parties. For base increases, the annual funding must be from new recurring funds able to be expended on faculty salaries in excess of the prior year's base funding.

23.4010 Faculty members on contracts or grants shall receive salary increases equivalent to similar faculty members on regular funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant.



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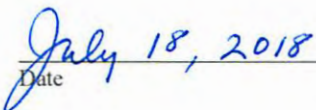
ARTICLE 24
BENEFITS

- 24.1 Benefits. FAU employees are offered a variety of benefit and retirement options. These are explained at orientation sessions at the time of hire and information is available from the staff or website of the Department of Human Resources.
- 24.2 Benefits Improvements. The Board and UFF support legislation to provide adequate and affordable health insurance to all employees.
- 24.3 Part-Time Employees. Part-time employees, except those in positions classified as Temporary or funded from Other Personal Services (OPS) funds, are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services and the Division of Retirement. Part-time employees should contact the Department of Human Resources at the University to determine the nature and extent of the benefits for which they are eligible.
- 24.4 Retirement Credit. Retirement credit for employees who are authorized to take uncompensated or partially compensated leaves of absence shall 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. Employees who are to take such a leave of absence should contact the Department of Human Resources for complete information prior to taking the leave.
- 24.5 Benefits for Retired Employees.
- (a) Employees retired from the University shall be eligible, upon request, and on the same basis as other employees, subject to University policies, to receive the following benefits at the University:

- (1) FAU Owl card;
- (2) Use of the University library (i.e., public rooms, lending and research service);
- (3) Placement on designated University mailing lists;

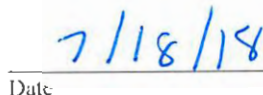


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- (4) A University parking decal at adjunct rates;
 - (5) Use of University recreational facilities (retired employees may be charged fees different from those charged to other employees for the use of such facilities);
 - (6) The right to enroll in courses without payment of fees, on a space available basis, in accordance with the provisions of Section 1009.26(4), Florida Statutes;
 - (7) A mailbox in the department/unit from which the employee retired, subject to space availability and
 - (8) University e-mail address.
- (b) On a space available basis and with Provost's or designee's approval, the University may grant a retired employee's request to use office or laboratory space.
- (c) With the exception of retirees who participated in the SUS Optional Retirement Program and for whom provisions have been made, retired employees of any State-administered retirement system are entitled to health insurance subsidy payments as provided by Florida law.

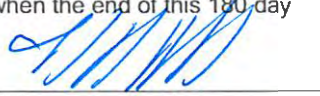
24.6 Phased Retirement Program.

(a) Eligibility.

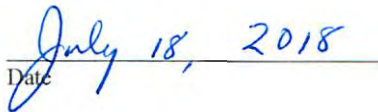
- (1) Employees who have been employed at least six (6) years of creditable service (not including leaves of absence), and are eligible to retire according to his/her state retirement program rules, may participate in the Phased Retirement Program (except those employees referenced in 24.6(a)(2) below). Such eligibility shall expire on the employee's 70th birthday. Employees who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Employees who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180 day

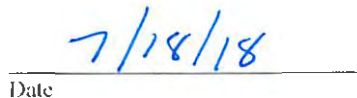


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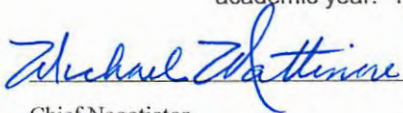

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period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).

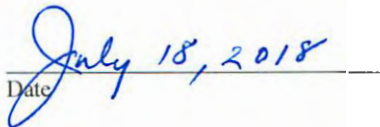
- (2) Employees not eligible to participate in the Phased Retirement Program include those who have received notice of non-reappointment, layoff, or termination, those who participate in the State's Deferred Retirement Option Program (DROP), and FAUS employees.

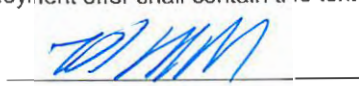
(b) Program Provisions.

- (1) All participants must retire and thereby relinquish all rights to tenure/permanent status as described in Article 15, except as stated otherwise in this Article. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.
- (2) Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled pursuant to Article 17.
- (3) Re-employment.
 - a. Prior to re-employment, participants in the Phased Retirement Program must remain off the University payroll for the time required by state law and the Florida Division of Retirement in order to validate their retirement. Participants must comply with any re-employment limitations that apply pursuant to the provisions of state law and either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.
 - b. Participants shall be offered re-employment, in writing, by the University under OPS/Temporary funding for one-half of the academic year as an adjunct instructor but may retain their pre-retirement working title. Participants will be identified in University directories and other university publications by their pre-retirement rank. The University and employee may agree to less than one-half of the academic year. The written re-employment offer shall contain the text

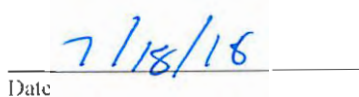


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of Section 24.6(b)(3)(d). below.

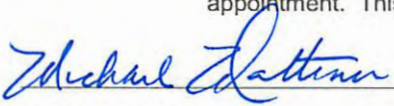
- c. Compensation during the period of re-employment shall be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment shall be scheduled within one (1) semester unless the participant and the University agree otherwise, subject to the conditions outlined in (3)(a).
- d. Participants shall notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty (30) days after the employee's receipt of the written re-employment offer. Failure to notify the University regarding re-employment may result in the employee's forfeiting re-employment for that academic year.

(4) Leave for Illness/Injury.

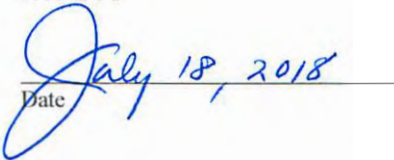
- a. Each participant shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave shall be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours ($\frac{1}{2}$ 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 (as defined in Article 17).
- b. Such leave may be accumulated; however, upon termination of the post-retirement re-employment period, the participant shall not be reimbursed for unused leave.

(5) Personal Non-Medical Leave

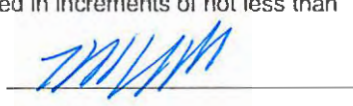
- a. Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve (12) month appointment shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. This leave is to be used in increments of not less than



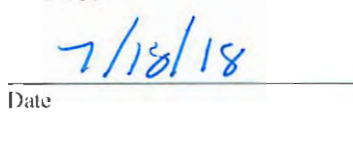
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four (4) hours (½ day) for personal reasons unrelated to illness or injury. Except in the case of emergency, the employee shall provide at least two (2) days' notice of the intended leave. Approval of the dates on which the employee wishes to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.

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

(6) Re-employment Period.

a. The period of re-employment obligation shall extend over five (5) consecutive academic years, beginning with the academic year of the first assignment. No further notice of cessation of employment is required.

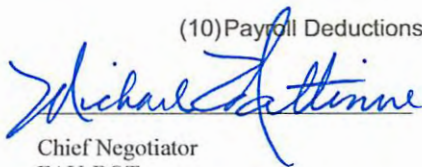
b. The period of re-employment obligation shall not be shortened by the University, except under the provisions of Article 13 or 16 of the Agreement.

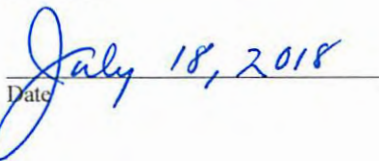
(7) Declining Re-employment. A participant may decline an offer of re-employment during any academic year. Such a decision shall not extend the period of re-employment beyond the period described in Section 24.6(5)(b). At the conclusion of the re-employment period, the University may, at its option, continue to re-employ participants in this program on a year-to-year basis.

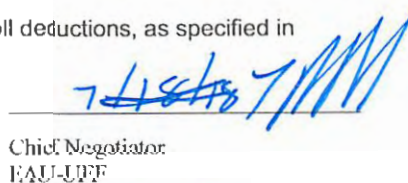
(8) Salary Increases. Participants shall receive all increases guaranteed to employees in established positions, in an amount proportional to their part-time appointment.

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

(10) Payroll Deductions. The UFF payroll deductions, as specified in


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Article 26, if applicable, shall be continued for a program participant during each re-employment period.

- (11) Contracts and Grants. Nothing shall prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.
- (12) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.

24.7 Free University Courses for Employees and Dependent Children

(a) Full-time employees, including employees on sabbaticals or on professional development or grants-in-aid leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) under the Employee Educational Scholarship Program (EESP). Employees may enroll either as degree seeking students or on a space available basis. Information on this program is available on the Human Resources webpage.

(b) Enrollment must be online, regular lecture, or laboratory courses, thesis or dissertation, directed individual studies, directed research courses or internships. College of Medicine, and continuing education courses are excluded.

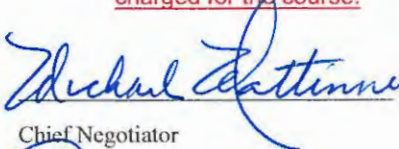
(c) The employee will be responsible for paying the tuition and fees for any courses dropped (except for courses dropped on an emergency basis) by the employee after the official Drop/Add period during the first week of classes. If the individual withdraws from the university before the end of the last day to withdraw, the employee will be responsible for paying that portion of tuition and fees that is not subject to refund.

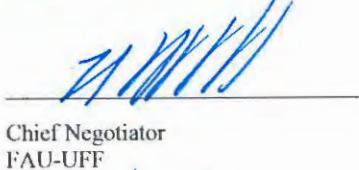
(d) An employee enrolled in an "A-F" graded course must receive a grade of "C" or better in any undergraduate level course or a grade of "B" or better in any graduate level course. An employee enrolled in a "P-F" graded course must receive a "P". Receipt of a lower grade will result in the employee being charged for the course.

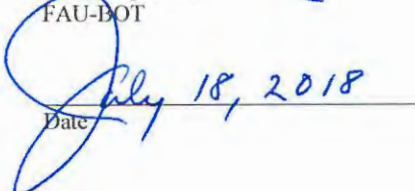
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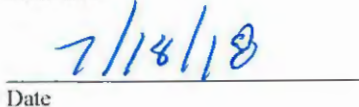
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(e) Employees should discuss with their supervisors their intent to take classes and should schedule classes during non-working hours to ensure there is no conflict with assigned responsibilities. When a desired class cannot be scheduled during non-work hours, the supervisor may allow the employee to use annual leave or modify his or her assignment based on the departmental needs.

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(f) Employees eligible for FAU's EESP who do not use their six (6) credit hours of instruction (graduate or undergraduate) per term may instead participate in the dependent child tuition plan for an IRS qualified dependent child. The dependent/student will be responsible for any and all non-refundable fees as identified in the university catalog and regulations. Only undergraduate classes are eligible. These credits do not accrue.

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a. Eligibility. A dependent child must be duly admitted to an undergraduate degree program and must be enrolled in a minimum of thirty (30) credits per academic year, with a minimum of twelve (12) credits in the Fall semester, and twelve (12) credits in the Spring semester.

b. The parent or employee will be responsible for paying the tuition and fees for any courses dropped (except for courses dropped on an emergency basis) by the student after the official Drop/Add period during the first week of classes. If the individual withdraws from the university before the end of the last day to withdraw the parent or employee will be responsible for paying that portion of tuition and fees that is not subject to refund.

Deleted: may have in-state tuition remitted for up to sixty (60) credit hours if they are enrolled and successfully complete a degree within a four (4) year period.

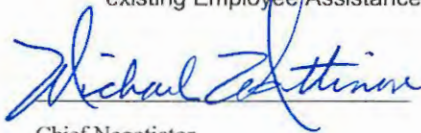
c. Students enrolled must maintain at least a 2.0 cumulative GPA. If the student falls below a 2.0 cumulative GPA for the term, the parent or employee will be responsible to repay the credits applied for that semester's EESP.

d. All other policies and rules of the EESP and dependent child tuition rebate plan apply. Information on this dependent child tuition plan is available on the Human Resources webpage.

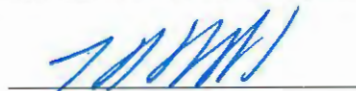
Deleted: Dependents transferring 1-30 credits must graduate within a four (4) year period, 31-60 credits within a three (3) year period and over 60 credits within a two (2) year period. Upon graduation in accordance with the program, the graduate will receive a rebate for sixty (60) in-state credit hours or 50% of the tuition paid by the student, whichever is less.

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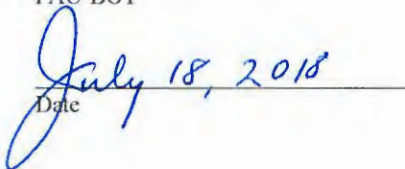
24.8 Employee Assistance Programs. Employees shall be entitled to participate in the existing Employee Assistance Program (EAP) available to other FAU employees.

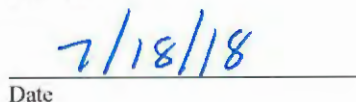


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Date


Date

Any policies created or revised by the University in the development or operation of its EAP shall be discussed in consultation with the local UFF Chapter.

- 24.9 Pre-tax Benefits Program. The Board shall continue to provide a pre-tax benefits program for salaried employees in the State University System 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.



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FAU-UFF

2/18/18
Date

ARTICLE 26 PAYROLL DEDUCTION

Pursuant to state law, the University and the UFF hereby agree to the following procedure for the deduction and remittance of the UFF membership dues and other UFF deductions.

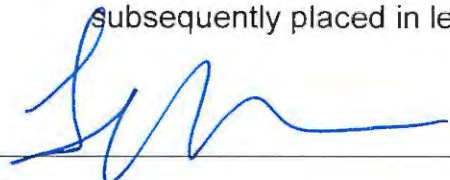
26.1 Deductions.

- (a) During the term of this Agreement, the University agrees to deduct the UFF membership dues in an amount established by the UFF and certified in writing by the FAU-UFF Chapter President to the University, and to make other UFF deductions in an amount authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form to the [Office of the Provost Payroll Department](#).
- (b) Deductions will be made biweekly beginning with the first full-pay period commencing at least seven (7) days following receipt of authorization by the University. The UFF shall give written notice to the University of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.

26.2 Remittance. The dues and other authorized deductions shall be remitted by the University to the UFF on a biweekly basis within thirty (30) days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. This list shall be provided in machine-readable form.

26.3 Termination of Deduction. The University's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate [automatically](#) no later than thirty (30) days after receiving written notice from the employee to the [Office of the Provost Payroll Department](#). The University will notify the UFF of the written notice of the termination of deduction authorization.

26.4 Reinstatement of Deduction. The University shall reinstate dues deductions for employees who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status, or who participate in the Phased



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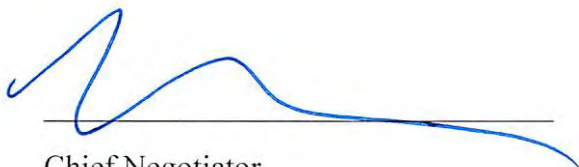
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Retirement Program, upon commencement of full- or part-time employment in the University.

- 26.5 Indemnification. UFF assumes responsibility for (1) all claims against the Board and the University, including the cost of defending such actions, arising from their compliance with this Article, and for (2) all monies deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the University excess monies received under this Article.
- 26.6 Exceptions. The University will not deduct any UFF fines, penalties, or special assessments from the pay of any employee, nor is the University obligated to provide more than one payroll deduction field for the purpose of making the deductions described in this Article.



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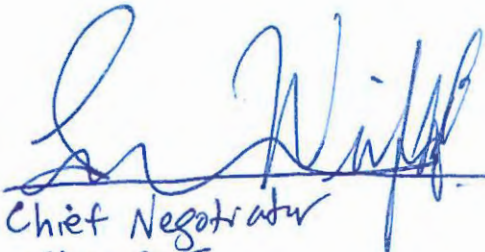
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ARTICLE 30
DURATION

- 30.1 Term of Agreement. The term of this agreement shall be from July 1, 2015 until June 30, 2018. The Agreement shall become effective on the date it is ratified by both parties and remain in effect through June 30, 2021.
- 30.2 Reopeners. There shall be no reopeners for the duration of the agreement except by mutual agreement of both parties. Article 23 may be reopened for negotiations if necessary in accordance with Article 23.9.
- 30.3 Retroactive Application of Benefits. Except where retroactivity is allowed by express contract language, any change in terms or benefits of employment will be effective upon ratification.
- 30.4 The UFF is entitled to bargain over the impact of the sustained performance evaluation policy.

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APPENDIX G

FLORIDA ATLANTIC UNIVERSITY
Board of Trustees/United Faculty of Florida

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION PROCEDURE

G.1 Exclusive Method.

- (a) The Board of Trustees and the United Faculty of Florida agree to the following procedure as the exclusive method of resolving disputes under Section 9.3 of the Agreement which allege that an employee's assignment has been imposed arbitrarily or unreasonably.
- (b) An employee who alleges that the assignment has been imposed arbitrarily or unreasonably may file a grievance under Article 20 of the BOT/UFF Agreement only to enforce the exclusive Assignment Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether an assignment has been arbitrarily or unreasonably imposed.

G.2 Time Limits.

- (a) The dispute shall not be processed unless it is filed within thirty (30) days after the receipt of the assignment by the employee. If the employee's assignment begins prior to final resolution of the dispute, the employee shall perform the assignment until the matter is finally resolved under these procedures.
- (b) All time limits contained herein may be extended by mutual agreement of the University and the UFF representative. Upon failure of the employee's UFF representative to comply with the time limits herein, the dispute shall be deemed to have been finally determined at the prior step.
- (c) All references to "days" herein refer to "calendar days." The "end of the day" shall refer to the end of the business day, i.e., 5:00 p.m.

G.3 Assignment Dispute Resolution Procedures.

- (a) An employee who believes that the assignment has been imposed arbitrarily or unreasonably shall, within thirty (30) days after receipt of the assignment, file Part



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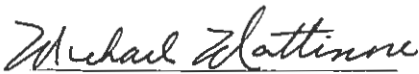


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1 of the ADR Form with the individual responsible for making the assignment. The filing of the ADR Form shall be accompanied by a brief and concise statement of the employee's arguments, and any relevant documentation supporting the employee's position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute Resolution File," which shall be kept separate from the employee's personnel evaluation file. Additional documentation shall not be considered in the ADR process except by agreement of the President's representative unless it is documentation that the employee requested from the University prior to the conference held pursuant to (b) below, but did not receive before such conference.

- (b) Within four (4) days of receipt of the ADR Form, the individual responsible for making the assignment shall meet with the employee and discuss the dispute. Within twenty-four (24) hours after this conference, such individual shall complete Part 1 of the ADR Form and deliver it to the employee.
- (c) If the employee continues to be aggrieved following the initial conference, the employee shall file the ADR Form, with Part 1 completed, with the Dean or other appropriate administrator no later than four (4) days after the initial conference.
- (d) The UFF representative shall schedule a meeting with the Dean or other appropriate administrator to be held no later than four (4) days after filing the ADR Form with the Dean or other appropriate administrator. At this meeting, the employee, the UFF representative, and the Dean or appropriate administrator shall discuss the dispute and attempt to resolve it. Within twenty-four (24) hours after the conclusion of this meeting, the Dean or appropriate administrator shall complete Part 2 of the ADR Form and deliver it to the UFF representative.
- (e) If consultation with the Dean or appropriate administrator does not resolve the matter, the UFF representative may file, within four (4) days of that meeting, Part 3 of the ADR Form (with supporting documentation) with the President's representative, indicating an intention to submit the dispute to a Neutral Umpire.
- (f) Within seven (7) days of receipt of the completed ADR Form and other documentation, the President's representative may place a written explanation, brief statement of the University's position, a list of expected witnesses, and other relevant documentation in the employee's ADR File. As soon as practicable thereafter, a copy of all documents placed in the employee's ADR File shall be presented to the UFF representative, who shall place a list of the employee's



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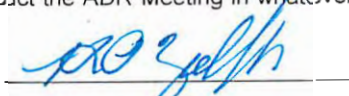
expected witnesses into the file.

- (g) At the time that the completed ADR Form is submitted to the President's representative, the UFF representative shall schedule a meeting with the President's representative for the purpose of selecting a Neutral Umpire from the Neutral Umpire Panel. This meeting shall be scheduled for no later than seven (7) days after filing of the completed ADR Form. Selection of the Neutral Umpire shall be by mutual agreement or by alternatively striking names from the Neutral Umpire Panel list until one name remains. The right of first choice to strike from the list shall be determined by the toss of a coin. The right to strike first shall alternate in any subsequent Neutral Umpire selection.
- (h) The President's representative shall contact the selected Umpire no later than three (3) days following the selection. Should the Umpire selected be unable to serve, the President's representative shall contact the UFF representative as soon as practicable and schedule another selection meeting.
- (i) Upon the agreement of the Neutral Umpire to participate, the President's representative shall provide the Umpire with the employee's ADR File.
- (j) The ADR Meeting shall be scheduled as soon as practicable after the Neutral Umpire has received the employee's ADR File. The President's representative shall notify the UFF representative of the time and place of the ADR Meeting no later than forty-eight (48) hours prior to it being convened.
- (k) No person concerned with or involved in the assignment dispute shall attempt to lobby or otherwise influence the decision of the Umpire.
- (l) The ADR Meeting shall be conducted as follows:
 - (1) The employee, or a UFF representative, and a representative of the President shall be the sole representatives of the parties. Each representative may present documentary evidence from the employee's ADR File, interrogate witnesses, offer arguments, cross-examine witnesses, and have present at the meeting one individual to assist in the presentation of the representative's case.
 - (2) The Neutral Umpire will conduct and have total authority at the ADR Meeting. The Neutral Umpire may conduct the ADR Meeting in whatever



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fashion, consistent with this Agreement that will aid in arriving at a just decision.

- (3) The Umpire shall submit to all parties on Part 4 of the ADR Form within forty-eight (48) hours after the close of the ADR Meeting a written, binding decision as to whether the assignment was imposed arbitrarily or unreasonably. The decision shall include the reasons for the Umpire's determination.

~~If the Umpire decides that the employee's assignment was imposed arbitrarily or unreasonably, the President or President's designee shall use the Umpire's decision in fashioning an appropriate remedy. Umpire may also suggest an appropriate remedy. This suggestion is not binding on the University but shall be used by the President or President's designee in fashioning an appropriate remedy.~~

(4)

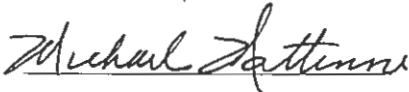
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G.4 Neutral Umpire Panel.

- (a) The President's representative and the UFF representative shall meet within two (2) weeks of the ratification of this Agreement for the purpose of selecting an odd-numbered Neutral Umpire Panel. The Panel shall consist of no less than five (5) and no more than nine (9) individuals, not employed by the University, who meet the following qualifications:

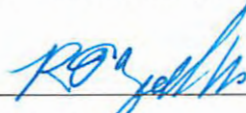
- (1) familiarity with academic assignments;
- (2) an ability to serve as Neutral Umpire on short notice;
- (3) a willingness to serve on the Panel for one academic year; and
- (4) acceptability to both the University and the UFF.

- (b) The President's representative and the UFF representative are encouraged to select educators from other institutions in the area, fully retired faculty and administrators, and professional mediators and arbitrators, to be on the Neutral Umpire Panel. In the event the parties cannot reach agreement on Panel membership, a representative of the Board and a UFF member holding a statewide office or position shall select the Panel.



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Date



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- (c) Panel membership may be reviewed, at the initiation of the University or the UFF, through written notice provided before the end of the preceding fiscal year
- G.5 Expenses. All fees and costs of the Neutral Umpire shall be borne equally by the University and the UFF.



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Date



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ARTICLE 9.3 EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION FORM

PART 1: STATEMENT OF DISPUTE

Employee's Name

Department

Employee's Address

Person Making Assignment

Date Assignment Made

Beginning Date of Assignment

I believe the assignment was arbitrarily or unreasonably imposed because:

Employee's Signature

UFF Representative's Signature

Date Filed

Date of Meeting

The assignment was not arbitrarily or unreasonably imposed:

The disputed assignment has been resolved:

Person making the assignment

Date of Decision

Michael Zlatonne

[Signature]

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2/28/18

Date

Date

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THIS FORM MUST BE ACCOMPANIED BY ALL DOCUMENTATION WHICH THE EMPLOYEE WANTS TO HAVE REVIEWED, EXCEPT FOR DOCUMENTATION THE EMPLOYEE HAS REQUESTED BUT NOT RECEIVED (SEE APPENDIX G, SECTION G.3(a)).

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

PART 2: DECISION OF DEAN OR APPROPRIATE ADMINISTRATOR

Date filed with Dean/Administrator

Date of Conference

The assignment was not arbitrarily or unreasonably imposed:

The disputed assignment has been resolved in the following manner:

Dean or appropriate administrator

Date of Decision

PART 3: UFF NOTICE OF INTENT TO REFER ASSIGNMENT DISPUTE TO NEUTRAL UMPIRE

Michael Dattienne

Chief Negotiator
FAU-BOT

Date

2/28/2018

[Signature]

Chief Negotiator
FAU-UFF

Date

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The decision of the Dean or other appropriate administrator is not satisfactory and the UFF hereby gives notice of its intent to refer the dispute to a Neutral Umpire.

Employee's Name

Date of Receipt by President's Representative

UFF Representative

Receipt Acknowledged by President's Representative



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FAU-BOT

2/28/2018
Date



Chief Negotiator
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2/28/18
Date

PART 4: NEUTRAL UMPIRE'S DECISION

The disputed assignment was ___/was not___ arbitrarily or unreasonably imposed.

Reasons for the determination that the assignment was arbitrarily or unreasonably imposed are:

Suggested Remedy (Optional):

Michael Mattimore

Chief Negotiator
FAU-BOT

2/28/2018
Date

[Signature]

Chief Negotiator
FAU-UFF

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Neutral Umpire's Name

Employee's Name

Neutral Umpire's Signature

Date Decision Issued



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Date



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2/28/18
Date

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Michael Dattinne

Chief Negotiator
FAU-BOT

2/28/2018
Date

[Signature]

Chief Negotiator
FAU-UFF

2/28/18
Date