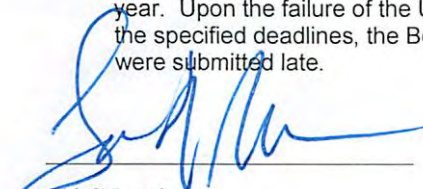


ARTICLE 3  
FAU CHAPTER UFF PRIVILEGES

- 3.1 Use of Facilities and Services. Subject to the regulations of the Board and University policies, the UFF shall have the right to use University facilities for meetings and all other services on the same basis as they are generally available to other University-related organizations. The Provost's Office allocated space for the Union in Fall of 2016, representative will identify office space available for UFF purposes prior to the Fall 2016 with which includes phone and internet availability. All expenses for the phone and internet shall be borne by UFF.
- 3.2 Communications.
- (a) The University will place a link in an appropriate place on the University web site to the web site of the FAU Chapter of UFF.
  - (b) Accessing existing University e-mail listservs or establishing a new listserv allowing the UFF electronic communications with employees shall be the subject of consultation pursuant to Article 2, Consultation. UFF agrees to pay a reasonable annual fee to the University if access to a University maintained e-mail listserv is provided. However, such listservs may not be used for election campaigns for public office or for exclusive collective bargaining representation. Employees who are e-mail recipients of the listserv shall have the right to have themselves removed from the listserv upon their written request.
- 3.3 Leave of Absence -- Union Activity.
- (a) At the written request of the UFF, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time leave of absence for the academic year shall be granted to up to three (3) employees designated by the UFF for the purpose of carrying out UFF's obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to up to two (2) employees for the entire summer term, upon written request by the UFF provided no later than April 1 of the preceding academic year. Upon the failure of the UFF to provide the Board with a list of designees by the specified deadlines, the Board may refuse to honor any of the requests which were submitted late.



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- (b) The UFF shall reimburse the University for the employee's salary, fringe benefits, and retirement.
- (c) Employees on full-time leave under this paragraph shall be eligible to receive salary increases in accordance with the provisions of Section 17.3. Employees on less than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as other employees.
- (d) An employee who has been granted leave under this Article for two (2) consecutive academic years shall not again be eligible for such leave until two (2) consecutive academic years have elapsed following the end of the leave. Four (4) employees, designated by the UFF, shall be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the Board upon prior written request by the UFF.
- (e) The University or the Board shall not be liable for the acts or omissions of said employees during the leave and the UFF shall hold the University and Board harmless for any such acts or omissions, including the cost of defending against such claims.
- (f) An employee on such leave shall not be evaluated for this activity nor shall such activity be considered by the University in making personnel decisions.

(f)(g) When a current or former UFF-FAU President applies for tenure, promotion, or instructor promotion, one additional year may be granted towards application. Upon request, a statement acknowledging the extension must be provided and included in the Promotion and Tenure portfolio.

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3.4 Released Time.

- (a) Defined. A "Unit" of released time shall consist of a reduction in teaching load of one course for Fall or Spring semester or a 25% reduction in academic assignment for Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload of ten (10) hours per week. The employee and the Chair/Dean, will decide how to implement the released time.

(b) Types:

  
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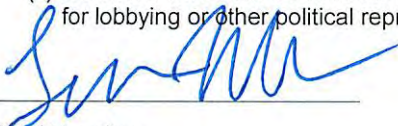
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Commencing academic year 2019-2020,

BOT Proposal 2  
August 9, 2018


- (1) Representation and Contract Administration. The Board agrees to provide a total of ~~threetwo~~ (32) units of released time for both Fall and Spring Semesters and one unit of released time for Summer to full-time employees designated by the UFF for the purpose of carrying out the UFF's obligations in representing employees and administering this Agreement. The UFF may designate employees to receive released time during the academic year, subject to the following conditions: no more than one (1) employee per fifteen (15) employees per department/unit may be granted released time at any one time, nor may any employee be granted more than a two (2) unit reduction in a single semester. The UFF shall provide the Board with a list of requested designees for the academic year no later than May 15 of the preceding academic year, and by April 1 of the preceding academic year for the requested summer designee. Upon the failure of the UFF to provide the Board with a list of designees by the specified deadlines, the Board may refuse to honor any of the requests which were submitted late. Upon approval of the designees by the Board, the designees shall serve for one (1) academic year. Substitutions for the spring semester may be made upon written notification submitted by the UFF to the Board no later than October 15.
- (2) Collective Bargaining Released Time. The Board will provide released time for a bargaining team representing the UFF for the purposes of engaging in collective bargaining upon the expiration of the contract. Released time will be provided to no more than ~~four~~five (45) members. Collective bargaining released time will be provided during the Spring 2018 semester. Released time will consist of ~~four~~five (45) units as defined in Section 3.4(a). A designated FAUS employee may be released for collective bargaining negotiation sessions, with at least two days prior administrative approval. The UFF shall provide the Board with a list of team members no later than May 15, 2017. Changes to the collective bargaining team members list may be made upon written notification submitted by the UFF to the Provost no later than September 1, 2014. Upon the failure of the UFF to provide the Board with a list of designees by the specified deadlines, the Board may refuse to honor any of the requests which were submitted late.

(c) Released time shall be used for conducting UFF business and shall not be used for lobbying or other political representation. Leave for lobbying or other political



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representation may be purchased by the UFF pursuant to Section 3.3.

- (d) Eligibility. Except for Section 3.3, Leaves, employees who are on leave of any kind, shall not be eligible to receive released time. Upon the failure of the UFF to provide a list of designees by the specified deadlines, the Board may refuse to honor any of the released time requests which were submitted late. Substitutions submitted after the October 15 deadline shall be allowed at the discretion of the Board. An employee who has been granted released time for either or both semesters during four (4) consecutive academic years shall not again be eligible for released time until two (2) academic years have elapsed following the end of the fourth academic year in which such released time was granted.
- (e) Rights and Responsibilities. Employees on released time shall be eligible for salary increases on the same basis as other employees, but their released time activities shall not be evaluated nor taken into consideration by the University in making personnel decisions. Employees on released time shall retain all rights and responsibilities as employees but shall not be considered representatives of the University or Board for any activities undertaken on behalf of the UFF. The UFF agrees to hold the University and Board harmless for any claims arising from such activities, including the cost of defending against such claims.

3.6 Board of Trustees Meetings.

- (a) The Board shall make available to the UFF a copy of the agenda of each Board meeting or Board committee meeting at the time those agendas are made available to members of the Board and a copy of the minutes of the Board meetings at the time they are made available to the general public.

If the Board places an action item on its agenda that implicates collective bargaining, the UFF will be allowed on the agenda subject to the Board's established protocol for its meetings and the authority of the Chair to conduct the proceedings.



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## ARTICLE 6 NONDISCRIMINATION

6.1 Statement of Intent. The Board and the UFF shall protect and safeguard the rights and opportunities of each employee to work in an environment free from any form of discrimination or harassment. The parties recognize their obligations under federal and State laws, rules, and regulations prohibiting discrimination, and have made clear their support for the concepts of affirmative action and equal employment opportunity. They desire to assure equal employment opportunities within FAU and recognize that the purpose of affirmative action is to provide equal opportunity to women, minorities, and other affected groups to achieve equality within FAU. The implementation of affirmative action programs will require positive actions that will affect terms and conditions of employment and to this end the parties have, in this Agreement and elsewhere, undertaken programs to ensure equitable opportunities for employees to receive salary adjustments, tenure, continuing multi-year appointments, successive fixed multi-year appointments, promotion, sabbaticals, and other benefits. This statement of intent is not subject to Article 20, Grievance Procedure. Nothing in this Article is intended to alter the eligibility requirements for benefits provided by the University.

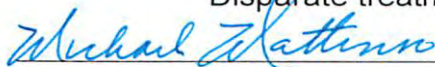
6.2 Policy.

(a) Personnel decisions shall be based upon legitimate occupational qualifications, job related criteria, and performance rather than membership in a protected class identified in Article 6.2(a)(2).

(1) Neither the Board nor the UFF shall discriminate against any faculty member based upon race, color, gender, religious creed, national origin, age, veteran status, disability, political affiliation, sexual orientation, gender identity and expression, or marital status, nor shall the Board or the UFF abridge any rights of faculty members 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, or the exercise of any rights under this Agreement.

(2) Should state or federal law establish any additional protected category for claims of discrimination during the term of this Agreement, the Board and the UFF agree to modify the Agreement pursuant to Article 31.3.

Disparate treatment on the basis of a class not protected by federal or



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state law may not be grieved if such disparate treatment is required by federal or state law.

(b) Sexual Harassment.

- (1) Sexual harassment is a prohibited form of sex discrimination. Sexual harassment in the employment context is defined as including the following:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.


- (2) In addition to the parties' concern with respect to sexual harassment in the employment context, the parties also recognize the potential for this form of illegal discrimination against students. Relationships between employees and students, even if consensual, may become exploitative, and especially so when a student's academic work, residential life, or athletic endeavors are determined, supervised or evaluated by the employee and are prohibited (see Section 5.3). These relationships may also involve a conflict of interest (see Article 19).

- (c) Investigation of Charges of Discrimination. Charges of discrimination, including those filed by employees against students alleging unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that constitutes sexual harassment, shall be promptly reviewed/investigated according to University Regulation 5.010 and established University procedures of the Office of Equity, Inclusion and Compliance. No employee reviewed/investigated under such procedures shall be disciplined until such review is complete and a finding of a violation of the Regulation has been issued. However, if factual findings suggest the employee is incompetent or is engaged in misconduct, the employee may be disciplined under Article 16.

If after the completion of the review/investigation, any finding of a regulation violation is made, a record of the complete findings will be placed in the



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employee's evaluation file. If no finding of a violation is made, no record of the charge or complaint will be placed in the employee's evaluation file unless the employee requests in writing that a record of the complete review/investigation be placed in the evaluation file. However, if factual findings suggest the employee is incompetent or is engaged in misconduct, the employee may be disciplined under Article 16, and a record placed in the employee evaluation file.

*Handwritten initials: JRM, AD*

6.3 Access to Documents. No employee shall be refused a request to inspect and copy documents relating to the employee's claim of discrimination, except for records which are exempt from the provisions of the Public Records Act, Chapter 119, Florida Statutes. An employee may examine such files, upon reasonable advance notice, during regular business hours of the office in which the file is kept, under such conditions as are necessary to insure its integrity and safekeeping. The University may charge for copies of documents in accordance with law, rule, University procedures, and this Agreement.

6.4 Consultation. As part of the consultation process described in Article 2, the parties agree to discuss efforts made to appoint and retain women and minority employees.

*Michael Mattianni*

Chief Negotiator  
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*March 14, 2018*

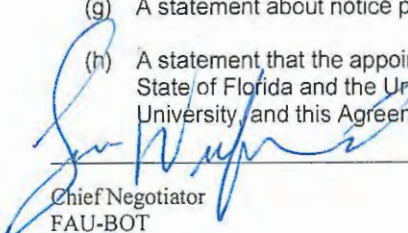
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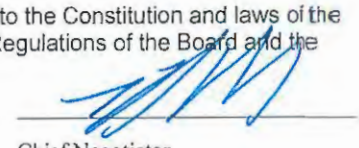
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## ARTICLE 8 APPOINTMENT

- 8.1 Policy. The Board shall exercise its authority to determine standards, qualifications, and criteria in order to fill bargaining unit vacancies with the best possible candidates. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider recommendations which have resulted from the review of candidates by employees in the department/unit.
- 8.2 Offer of Employment. A successful applicant will receive a letter offering employment and providing, among other information, name, starting date, employment unit, salary, tenure or non-tenure status, credit towards tenure, and principal place of employment.
- 8.3 Appointment Status. At any point in time, the faculty member may login to Workday to view the current job details of their position. Information not available on Workday may be obtained through the Provost's Office or Human Resources. Available information includes:
- (a) Professional Classification System title, class code, rank and appointment type;
  - (b) Employment unit (e.g., department, school, college, institute, center, etc.)
  - (c) The dates of appointment;
  - (d) Special conditions of employment;
  - (e) A statement that the position is (1) tenured, (2) non-tenure earning, (3) tenure-earning, (4) non-permanent status earning, or (5) permanent status;
  - (f) A statement that the employee's signature on the Notice of Appointment shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20;
  - (g) A statement about notice provisions.
  - (h) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the Regulations of the Board and the University, and this Agreement;

  
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- (i) Percent of full-time effort (FTE) assigned;
- (j) Salary rate;
- (k) Principal place of employment.

8.4 Appointments.

(a) The academic year appointment for faculty shall be for 39 weeks. In cases where the mission of the unit warrants the conversion from an academic year appointment to a calendar year appointment, the salary conversion will be done proportionally. Non-teaching employees may be appointed for periods between nine and twelve months by mutual agreement.

(b) Supplemental Summer Appointments.

(1) Policy. In recognition of the demonstrated quality and expertise of the FAU faculty, the University, at its discretion, shall endeavor, within the confines of curricular needs, student demand, and available funding, to maximize faculty teaching assignments. No employee shall be obligated to accept a supplemental summer appointment. An employee must accept an offer of a summer appointment within ten days of the offer or forfeit his/her Preference. Supplemental summer appointments shall be offered, either verbally or in writing, no later than five weeks prior to the beginning of the appointment if practicable, in accordance with written criteria. The criteria shall be made available in each college and shall apply to all summer appointments in that college. The criteria shall consider the employees' educational qualifications and experience.

(2) Preference. The University shall offer two available supplemental summer appointment equitably and as appropriate, in the following order:

First Preference: to qualified full-time bargaining unit employees in the department/school, without an existing summer appointment to teach a class or equivalent assignment, in the following categories: tenured employees, tenure earning employees, senior and university instructors, *lecturers*, employees with multi-year appointments, and instructors who have taught at the University for at least three consecutive years;

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Second Preference: to other bargaining unit employees in the department/school, without an existing summer appointment to teach a class or equivalent assignment, who are qualified.

If all bargaining unit employees, including faculty in the Honors College, qualified to teach a class have already been offered two classes to teach or an equivalent assignment, the University may offer the supplemental summer appointment to anyone who is qualified (e.g., adjuncts).

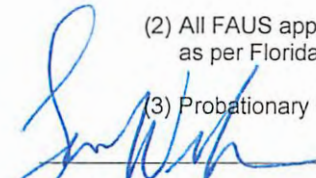
- (3) Assignments for supplemental summer appointments shall be made in accordance with Florida Statutes (the "twelve hour law"). Assignments for those receiving a summer appointment will be provided according to Article 9.5, and the workload (i.e., number of credits or classes) assigned will be determined at the College's discretion.
- (4) Compensation. An employee who has received a summer appointment to teach a course in accordance with Article 8.4(b) shall be compensated according to the scale below, pro-rated for the credit hours of the course.
  - a. First assigned course: 12.5% for a 3-credit course of regular 9-month base salary as of the prior March 1.
  - b. Second assigned course: At the minimum rate set in Appendix H, so long as the rate does not exceed 12.5% for a 3-credit course of regular 9-month base salary as of the prior March 1.
  - c. Each additional assigned course: At a rate set by the dean of each college, not to exceed the rate paid for the second course.

(c) FAUS Appointments.

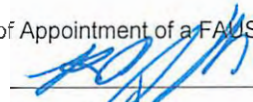
(1) Academic Year Appointments. The academic year appointment period for developmental research school employees consists of a fall and spring semester not exceeding 194 days within approximately 42 contiguous weeks. In scheduling these days, the FAUS shall consider the calendar of the local districts and such scheduling shall be subject to consultation under Article 2.

(2) All FAUS appointments after July 2011 are non-permanent status earning as per Florida statutes.

(3) Probationary Period. The initial Notice of Appointment of a FAUS

  
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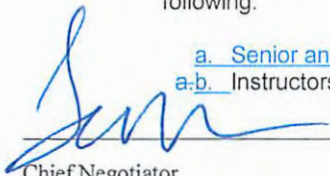
employee shall include a one school year probationary period during which time the employee's appointment may be terminated without cause or the employee may resign without breach of contract.

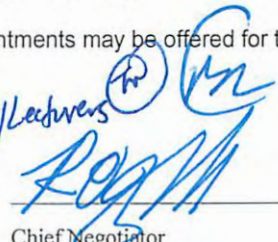
(4) Summer Teaching Appointments. The following provisions apply only to those summer teaching appointments funded by the schools through the use of State funds (FEFP) allocated for that purpose.

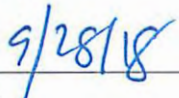
- a. Summer teaching appointments shall be offered equitably and as appropriate to qualified employees in a timely manner. Such appointments shall be made in accordance with written criteria developed with the UFF. The criteria shall be made available in a public place at FAUS.
  - b. Employees shall receive approximately the same hourly rate for teaching a course during a summer appointment as they received for teaching the same or similar course during the academic year, regardless of the length of the summer appointment.
- (d) Additional Compensation Appointments. Additional compensation is defined as compensation for any duties in excess of a full appointment (1.0 FTE). All additional compensation shall be paid through OPS.
- (e) Visiting Appointments. A "visiting" appointment is one made to a person having appropriate professional qualifications, for a limited period. A visiting appointment may not exceed a total of three (3) consecutive years. Persons on visiting appointments will be given a position classification that places them in the bargaining unit, as specified in Appendix "A," Position Classifications.
- (f) Adjunct Appointments. The use of adjuncts shall, upon the request of the UFF Chapter representatives, be a subject of consultation under the provisions of Section 2.1.
- (g) Fixed Multi-Year Appointments at Florida Atlantic University.

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

- a. Senior and University Instructors/Lecturers
- a.b. Instructors and Lecturers;

  
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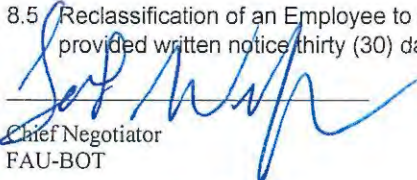
- b-c. Non-tenured or non-tenure earning Assistant Librarians, Associate Librarians, Librarians, and Counselors/Advisors;
- e-d. Scholars/Scientists, Research Associates, and Associate In/Assistant In \_\_\_\_\_;
- d-e. Clinical faculty;
- e-f. Individuals who have officially retired from universities or other organizations and who are at least 55 years of age;
- f-g. Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment; and
- g-h. 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 employees hired pursuant to Section 8.4(gh)(1) as follows:

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

8.5 Reclassification of an Employee to a Non-Unit Classification. Employees shall be provided written notice thirty (30) days in advance, where practicable, with a copy

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to the local UFF Chapter, when the University proposes to reclassify the employee to a classification which is not contained in the General Faculty bargaining unit. The employee may request a review of such action consistent with the provisions of Section 28.6 and UFF may discuss such action pursuant to Article 2, Consultation. If the employee requests a review of such action, no reclassification will become effective until thirty (30) days following the review. No position classification shall be changed to a classification which is not contained in the General Faculty bargaining unit until the UFF has had an opportunity to review and respond.



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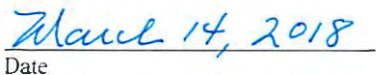
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ARTICLE 9  
ASSIGNMENT OF RESPONSIBILITIES

- 9.1 Policy. The professional obligation is comprised of both scheduled and non-scheduled activities. The parties recognize that it is a part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, and other duties and responsibilities may be required to be performed at a specific time and place, other non-scheduled activities are more appropriately performed in a manner and place determined by the employee in consultation with his/her supervisor.
- 9.2 Place of Employment.
- (a) Principal. Each employee shall be assigned one principal place of employment, as stated on the letter of appointment and in "Workday". Where possible, an employee shall be given at least nine (9) months' notice of change in principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change, including concerns regarding considerations in assignment as described in Section 9.3. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes, if practicable.
- (b) Secondary. Each employee, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment more than fifteen (15) miles from the employee's principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change. If the assignment to a secondary place of employment is made within the regular full-time appointment, the supervisor will make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment. Necessary travel expenses, which may include overnight lodging and meals for all assignments not at the employee's principal place of employment, shall be paid at State rate and in accordance with the applicable provisions of State law.
- 9.3 Considerations in Assignment.



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(a) Assignment will be made with the consideration of the following in no particular order:

(1) the needs of the program or department/unit in the areas of teaching, research and services;

(2) the employee's qualifications and experiences, including professional growth and development;

(3) the character or complexity of the assignment; and

(4) the opportunity to fulfill applicable criteria for tenure, promotion, continuing multi-year appointments, ~~and~~ successive fixed multi-year appointments, and merit salary increases.

+4+5) The full assignment of faculty, considering status and rank as defined in 9.4(b). The determination of the assignment shall be made by the Chair/Supervisor.

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(b) The employee shall be granted, upon written request, a conference with the person responsible for making the assignment to express the employee's concerns. If the conference with the person responsible for making the assignment does not resolve the employee's concerns, the employee shall be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next higher level.

(c) The Board and the UFF recognize that, while the Legislature has described the minimum full academic assignment in terms of twelve (12) contact hours of instruction or equivalent research and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In like manner, the professional obligation of other professional employees is not easily susceptible of quantification. The University has the right, in making assignments, to determine the types of duties and responsibilities that comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

(d) No employee's assignment shall be imposed arbitrarily or unreasonably. If an employee believes that the assignment has been so imposed, the employee

Michael Mattioli

Chief Negotiator  
FAU-BOT

[Signature]

Chief Negotiator  
FAU-UFF

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should proceed to address the matter through the Exclusive Assignment Dispute Procedures of this Agreement, which shall be the exclusive method for resolving such disputes.

9.4 Annual Assignment.

(a) Communication of Assignment. Employees shall be apprised in writing, at the beginning of their employment and at the beginning of each year of employment thereafter, of the duties assigned in teaching, research and other creative activities, service, and of any other specific duties assigned for that year.

Except for an assignment made at the beginning of an employee's employment, the person responsible for making an assignment shall notify the employee prior to making the final written assignment. The assignment shall be communicated to employees no later than six (6) weeks in advance of its starting date, if practicable.

(b) Instructional Assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of Spring Break, if any. Instructional assignments are made with the consideration of status and rank.

- Tenured employees
- Tenure-earning employees
- University Instructors
- Senior Instructors
- (b) • Instructors

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(c) Change in Assignment. Should it become necessary to make changes in an employee's assignment, the person responsible for making the change shall notify the employee prior to making such a change and shall specify such change in writing.

(d) Equitable Opportunity. Each employee shall be given assignments which provide equitable opportunities, in relation to other employees in the same

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department/unit, to meet the required criteria for promotion, tenure, continuing multi-year appointments, and successive fixed multi-year appointments, ~~and merit salary increases.~~

- (1) For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at the University shall not be less than four years. The employee's annual assignment shall be included in the promotion file.
- (2) For the purpose of applying this principle to tenure, assignments shall be considered over the entire probationary period and not solely over the period of a single annual assignment. The employee's annual assignment shall be included in the tenure file.
- (3) If an arbitrator determines that the employee was not provided an "equitable opportunity" as described in this section, the arbitrator may award additional employment requiring the University to provide the "equitable opportunity" as described herein. The arbitrator may also retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity." The arbitrator does not have the authority to grant tenure or promotion.

9.5 Summer Assignment.

- (a) The summer instructional assignment, like that for the academic year, includes the normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as course preparation, minor curriculum development, lectures, evaluation of student efforts, consultations and conferences with students, and minor committee activities during the period of assignment. Other credit-generating activities such as thesis or dissertation supervision, directed independent studies, supervised teaching or research, or supervision of student interns, as well as research or service activities, may be offered during the summer term for agreed-to compensation for that specific activity separate from the compensation provided for any summer instructional assignment.
- (b) When a summer instructional appointment immediately follows the academic




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year appointment, the employee may be assigned reasonable and necessary non-instructional duties related to the summer instructional appointment prior to the conclusion of the academic year appointment.

- (c) If a faculty member on a nine-month academic year contract accepts an additional summer course appointment that requires all classes to be conducted at a campus location that is different than their principal place of assignment, the University, at its discretion, will either provide access to an office and computer, or travel reimbursement. Similarly, the University, at its discretion, will either provide access to an office and computer or travel reimbursement, if a faculty member on an additional summer course appointment is teaching on more than one campus during separate terms since these are separate supplemental assignments. If, however, a faculty member has supplemental summer course appointments for teaching on more than one campus during the same or overlapping terms, then travel reimbursement will be provided for travel between their principal place of employment and each campus.
- (d) FAUS employees employed full-time during the summer shall be provided one planning period during the day. Part-time employees shall be provided a proportional planning period. Compensation for the planning period shall be at the same hourly rate as that for teaching a course during a summer appointment.

9.6 Teaching Schedule. Where possible, a teaching schedule shall be established so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours. Additionally, the time between the end of the last teaching assignment on any day and the beginning of the first teaching assignment on the following day should normally be at least 12 hours if practicable.

9.7 Equipment. The University will provide the essential equipment necessary to carry out the instructional assignments.

9.8 Workweek.

- (a) Scheduled hours for all employees shall not normally exceed forty (40) hours per week. Time shall be allowed within the normal working day for research, teaching, or other activities required of the employee, when a part of the assigned duties. Supervisors are encouraged to make appropriate reductions or adjustments in the number of hours scheduled in recognition of evening, night,



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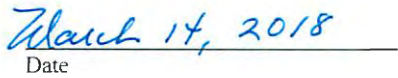
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and weekend assignments, and for periods when an employee is on call. Evenings, nights, and weekends when an employee is on call shall be considered in making other assignments.

(b) Duty-free lunch for FAUS. In the absence of a compelling need, FAUS employees shall have a duty-free continuous lunch period scheduled during the duration of their students' lunch period. It is not the intent of the School to require employees to perform lunchroom duty. If fiscal circumstances change so that such an assignment is necessary, the parties agree to consult or negotiate this assignment.



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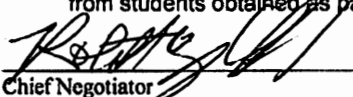


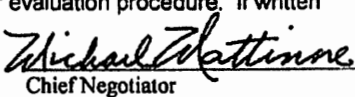
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ARTICLE 11  
EVALUATION FILE

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- 11.1 Policy. There shall be one employee performance evaluation file containing a dated copy of all documents used for evaluation, other than tenure, promotion, continuing multi-year appointments, and successive fixed multi-year appointments. ~~The only~~Only documents contained in that file and the sources and methods of annual evaluations specifically identified in Article 10.2 which may be used for evaluations and other personnel decisions, other than for tenure, promotion, and continuing multi-year appointments, and subject to the limitations in Section 11.8 below. ~~are those contained in that file.~~ Such documents shall be placed in the evaluation file within a reasonable time after receipt by the custodian of the file. Employees shall be notified of the evaluation file's location and custodian.
- 11.2 Access. An employee may examine the evaluation file, upon reasonable advance notice, during the regular business hours of the office in which the file is kept, under such conditions as are necessary to insure its integrity and safekeeping. Upon request, an employee may paginate with successive whole numbers the materials in the file, and may attach a concise statement in response to any item therein. Upon request, an employee is entitled to one (1) free copy of any material in the evaluation file within twenty-one (21) calendar days. Additional or expedited copies may be obtained by the employee upon the payment of a reasonable fee for photocopying. A person designated by the employee may examine that employee's evaluation file with the written authorization of the employee concerned, and subject to the same limitations on access that are applicable to the employee.
- 11.3 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.
- 11.4 Use of Evaluative Materials. Copies of materials from the grievant's evaluation file may be used in grievance proceedings.
- 11.5 Anonymous Material. There shall be no anonymous material in the evaluation file except for numerical summaries of student evaluations that are part of a regular evaluation procedure of classroom instruction and/or written comments from students obtained as part of that regular evaluation procedure. If written

  
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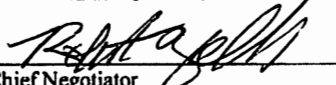
comments from students in a course are included in the evaluation file, all of the comments obtained in the same course must be included.

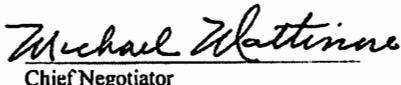
- 11.6 Peer Evaluations. Evaluative materials, or summaries thereof, prepared by peer(s) as part of a regular evaluation system, may be placed in an evaluation file when signed by the evaluator or a representative of a peer committee, with a copy provided to the employee. The employee being evaluated shall have the opportunity to review and sign the evaluation prior to it being placed in the evaluation file.
- 11.7 Removal of Contents. As permitted by law, materials ~~established~~ shown to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance.
- 11.8 Limited Access Information. All documents containing information reflecting evaluation of employee performance are limited-access records and shall be available for inspection only by the employee, officials of the university responsible for supervision of the employee, the employee's representative, University and Board officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, or by court order. Other persons such as, but not limited to, the employee's representative and peer committees responsible for evaluating employee performance, may have access with the written permission of the faculty member. Arbitrators or others engaged by the parties to resolve disputes may view the records upon consent by the employee whose file is requested. However, such limited access status shall 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 or the University and made available by the University to the public on a regular basis.

In addition, to the above, the following records shall also be maintained in the evaluation file but may not be used or considered in the evaluation process until final determinations are rendered or they are considered final pursuant to F.S. 1012.91 (effective 2017).

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A. Records maintained for the purposes of any investigation of employee misconduct, including but not limited to a complaint against an employee, including anonymous complaints, and all information obtained pursuant to the

  
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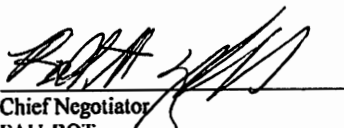
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investigation of such complaint.

B. Records maintained for the purposes of any disciplinary proceeding brought against an employee. The record of any disciplinary proceeding, including any evidence presented, shall be open to inspection by the employee and the employee's representative at all times.

C. Records maintained for the purposes of any grievance proceeding brought by an employee for enforcement of a collective bargaining agreement or contract.

D. Final determinations in such cases as referenced above, shall remain in the Evaluation File. Only final determinations may be used in evaluations, discipline, or promotion and tenure considerations.

  
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ARTICLE 13  
LAYOFF

13.1

- (a) Implementation. A layoff may be implemented by the University at any time as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions. Non-reappointment may be utilized as an alternative to layoff for employees pursuant to Article 12. All employees are subject to layoff including, but not limited to, employees in phased retirement, employees who have received a notice of non-reappointment, and employees on a fixed-term appointment.
- (b) Layoff Unit. The layoff unit may be at an organizational level of the University such as a campus, division, college/unit, school, department/area/unit, or program, as the Provost deems appropriate.
- (c) Notice to UFF. The University shall provide general notice to UFF in writing that a layoff is to occur no less than thirty (30) days prior to sending layoff notice to employee(s). Such notice shall identify the layoff unit and the reason for the layoff. The University is not obligated to identify the employee(s) to be laid off. UFF may request a consultation with the President or representative pursuant to Sections 2.1 or 2.2 during this period to discuss the layoff. UFF may bargain over the impact of the layoff.

13.2 Layoff Considerations. The selection of employees in the layoff unit to be laid off will be determined as follows:

- (a) No tenured/multi-year/permanent status employee shall be laid off if there are non-tenured/non-permanent status employees or phased retirees in the layoff unit.
- (b) No employee in a non-tenured/non-permanent status position in the layoff unit with more than five (5) years of continuous University service or a phased retiree shall be laid off if there are any such employees with five (5) years or less of service.



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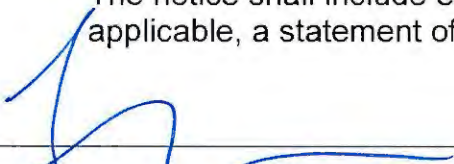
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- (c) Where employees are equally qualified under (a) or (b) above, those employees will be retained who, in the judgment of the University, will best contribute to the mission and purpose of the institution. In making such judgment, the University shall carefully consider appropriate factors such as, but not limited to the employees' length of continuous service, performance evaluation by students, peers and supervisors, academic training, professional reputation, teaching effectiveness, record of scholarship and/or creative activity, and service to the profession, community and public.
- (d) No tenured/multi-year/permanent status employee shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.
- (e) The University shall notify the UFF annually in writing regarding the use of adjunct and other non-unit faculty in the layoff unit for a period of two years following the layoff. The use of adjunct and other non-unit faculty in departments/units where employees have been laid off may be the subject of consultation meetings pursuant to Article 2.

13.3 Alternative/Equivalent Employment. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment within the University for employees who received a notice of layoff before the layoff effective date. The affected employee shall notify his/her supervisor of any available or posted University position that they believe may constitute alternate/equivalent employment. If appropriate alternate/equivalent employment is offered in lieu of layoff and rejected, the employee shall receive no further consideration or benefits pursuant to this article.

13.4 Notice to Employees. Employees ~~should~~ will be informed of layoff as soon as practicable, ~~and, where circumstances permit, n~~ Nine-month faculty with three or more years of continuous University service shall be provided notice by September 15 for a termination date no earlier than the conclusion of the following spring semester. Other employees with three or more years of continuous University service shall, where circumstances permit, be provided at least nine (9) months' notice. Formal written notice of layoff is to be sent via certified mail, return receipt requested, or delivered in person to the employee. The notice shall include effective date of layoff; reason for layoff; and if applicable, a statement of recall rights.

  
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13.5 Re-employment/Recall


- (a) For a period of two years following the layoff effective date (or for employees appointed to a fixed multi-year appointment, not to exceed the length of their appointment), an individual who has been laid off and who was not otherwise offered alternate/equivalent employment shall be offered re-employment in the same or similar position at the University, should such an opportunity for re-employment arise. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of offer. In the event such offer of re-employment is not accepted, the individual shall receive no further consideration pursuant to this Article. The University shall notify the UFF when an offer of re-employment is issued.
- (b) An employee who held a tenured/permanent status appointment on the date of termination by reason of layoff shall resume the tenured/permanent status appointment upon recall, if permitted by law.
- (c) The employee shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.
- (d) Employee Assistance Programs. Consistent with the University's Employee Assistance Program, employees participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.

13.6 Limitations. The provisions of Sections 13.2 through 13.5 of this Agreement shall not apply to those employees: on soft money (as defined in Article 12), visiting/temporary appointments, and employees with appointments of less than one academic year.

13.7 FAUS Employees. Notwithstanding the above, any workforce reduction of FAUS employees shall be conducted in accordance with Florida law.

  
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ARTICLE 17  
LEAVES

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

- (a) Upon the request of the employee, the President or his/her representative shall grant a leave without pay, unless the President or his/her representative determines that granting such leave would be inconsistent with the best interests of the University.
- (b) For a leave of one (1) semester or more, an employee shall make a written request not less than 120 days prior to the beginning of the proposed leave, if practicable.
- (c) For an extension of a leave of one (1) semester or more, an employee shall make a written request not less than sixty (60) days before the end of the leave, if practicable.
- (d) A request for leave in excess of one academic year will only be granted under special circumstances.
- (e) The Provost or designee shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.
- (f) An absence without approved leave or extension of leave shall subject the employee to the provisions of Article 16.

17.2 Accrual During Leave Without Pay.

- (a) Retirement credit for periods of leave without pay shall be governed by the rules of the retirement plan, University policy and state law.
- (b) While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to holiday pay.
- (c) An employee's request for the use of accrued leave during a period of leave without pay shall be made at the time of the employee's request for the

  
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leave without pay. Such request shall include the amount of accrued leave the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which causes the employee to reconsider the combination of leave with and without pay, the employee may request approval of revisions to the original approval.

17.3 Return from Leave.

- (a) An employee who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University and the employee agree in writing to other terms and conditions.
- (b) The salary of an employee returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave.

17.4 Accrual During Leave with Pay. An employee shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical or study leave program. If an employee is on compensated leave in less than full-pay status for other than sabbaticals or study leave, the employee shall accrue leave in proportion to the pay status. The employer contribution to the State insurance program will continue for the corresponding payroll periods.

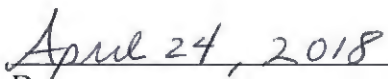
17.5 Tenure Credit During Periods of Leave. Semester(s) during which an employee is on compensated or uncompensated leave shall not be creditable for the purpose of determining eligibility for tenure, except by mutual agreement of the employee and the University. In deciding whether to credit such leave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

17.6 Holidays.

- (a) An employee shall be entitled to observe all official University holidays. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.

  
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- (b) An employee required to perform duties on holidays shall be entitled to Holiday Compensatory Leave pursuant to University policy.

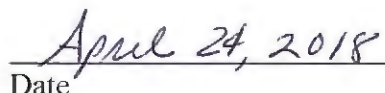
17.7 Family and Medical Leave Act (FMLA) Entitlements. Employees are entitled to use FMLA benefits in accordance with law and University policies.

17.8 Unpaid Parental Leave.

- (a) If a faculty member is ineligible or chooses not to utilize paid parental leave, the faculty member will be granted a parental leave not to exceed six (6) months when the employee becomes a biological parent or a child is placed in the employee's home pending adoption. Foster care is not covered under parental leave but may be provided through the FMLA.
- (b) Employees on parental leave may use up to six weeks of paid sick leave for the period of leave immediately following the birth of a child. Parental leave beyond the six week period may be covered by other accrued paid leave or remain a period of unpaid leave. Employees who are ineligible for paid parental leave may use two additional weeks of paid sick leave up to a total of eight weeks if no other leave is available and no other employee will use Paid Parental Leave for the same Triggering Event. Use of accrued leave during an approved period of leave without pay shall be in accordance with Section 17.2.
- (c) The period of parental leave shall begin no more than two (2) weeks before the expected date of the child's arrival.
  1. The Provost or designee shall acknowledge to the employee in writing the period of leave to be granted, and the date of return to employment.
  2. At the end of the approved parental leave and at the employee's request, the Provost or designee shall grant part-time leave without pay for a period not to exceed one (1) year, unless the Provost or designee determines that granting such leave would be inconsistent with the best interests of the University.
  3. Any illness caused or contributed to by pregnancy shall be treated as a temporary disability if requested, and in accordance with the

  
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STD and LTD plan provisions.

- (b) Intermittent FMLA leave or a reduced work schedule may be approved as permitted by law.

17.9 Paid Parental Leave. A 9-month faculty member who does not accrue annual leave and is on a benefit-eligible line of 0.75 FTE or greater, University Instructors, Senior Instructors, and Instructors with three (3) years of service may utilize paid parental leave for a period of one (1) regular (Fall or Spring) semester no more than once every three years during his or her employment with the University. Such paid parental leave may be requested for a parental leave "Triggering Event", defined as the point when the faculty member becomes a biological parent or a child is placed in the faculty member's home for purposes of adoption by the faculty member.

- (a) Commitment to return. The faculty member must agree in writing in advance to return to University employment for at least one (1) regular (Fall or Spring) semester following utilization of paid parental leave (the "required semester"). A faculty member who for any reason fails to return to work as promised and/or remains employed full-time for the entire required semester will be responsible for repayment of all salary received during the period of paid parental leave. Faculty members who are not employed at FAU during the required semester due to Non-Reappointment or layoff, or are unable because of death or certified disability, are not expected to satisfy this repayment requirement.
- (b) Extent of paid parental leave. Paid parental leave will not be granted for more than one semester on a three year rolling basis. Paid parental leave may not be granted to two faculty members for the same birth or adoption.
- (c) Request and use with other leave(s). The eligible faculty member must request the use of paid parental leave in writing no later than three (3) months prior to beginning the leave. The request must identify the semester for leave to be taken. A shorter notice period may be permitted for good cause and/or special circumstances at the sole discretion of the Provost or designee. Parental leave is separate from, but may run concurrent with, medical leave or FMLA leave. Supporting documentation shall be provided to the Provost, Human Resources, or designee upon request.

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- (d) Signed agreement. The faculty member will sign a written agreement detailing the terms of the paid parental leave. Participation in paid parental leave is contingent upon execution of the signed agreement.
- (e) Repayment. Repayment of salary received during the paid parental leave will be required if salary is paid in the absence of a written agreement signed by the faculty member or when the faculty member fails to comply with the terms of the signed agreement.
- (f) Faculty on paid parental leave cannot engage in outside employment unless approved in advance by the Provost or designee.
- (g) An Employee who will fall into any category below during the leave period requested is not eligible for paid parental leave:
  - 1) FAUS employees.
  - 2) Employees with an OPS/Temporary, Acting, or Visiting appointment.
  - 3) Employees in grant-funded positions, unless specifically permitted and funded by the terms of the grant.
  - 4) Employees on 10- or 12-month appointments.
  - 5) Employees who have received notice of termination, non-reappointment, or layoff.
  - 6) Employees in phased retirement.
  - 7) Employees on appointments of less than 0.75 FTE.
- (h) Semesters available for paid parental leave. An eligible employee who timely requests leave may choose to take paid parental leave in the regular (Fall or Spring) semester of the Triggering Event, or the regular semester following the Triggering Event. If the Triggering Event occurs in the summer, leave may be taken in the Fall or Spring of the next academic year. If 3 or more faculty members from a single department/unit request parental leave during the same semester, every reasonable effort shall be made to accommodate all the requests. If the faculty members and the department Chair are unable to reach a mutual agreement on the distribution of leaves, the issue would go to the college Dean for resolution. No employee will be denied paid parental leave due to multiple requests.

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17.10 Leaves Due to Illness/Injury. Illness/Injury is defined as any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, which does not allow an employee to fully and properly perform the duties of the employee's position. In the event of an illness/injury, a documented medical absence may be approved. Normally a documented medical absence may be approved for up to six (6) months with appropriate medical documentation, but may be approved for up to one year for the serious health condition of the employee or a member of the employee's immediate family. The term of a medical absence shall be paid using any type of accrued leave, or unpaid if no accrued leave is available.

(a) Sick Leave.

(1) Accrual of Sick Leave.

- a. A full-time employee shall accrue four (4) hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be accrued.
- b. A part-time employee shall accrue sick leave at a rate directly proportionate to the percent of time employed.
- c. An employee appointed as Temporary or under Other Personal Services (OPS) funding shall not accrue sick leave.

(2) Uses of Accrued Sick Leave.

- d. Sick leave shall be accrued before being taken, provided that an employee who participates in a sick leave pool shall not be prohibited from using sick leave otherwise available to the employee through the sick leave pool. Nine-month faculty must use sick leave in 4 hour increments.
- e. Sick leave shall be authorized for the following:
  - 1. The employee's personal illness or exposure to a contagious disease which would endanger others.

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2. The employee's personal appointments with a health care provider.
  3. The illness or injury of a member of the employee's immediate family, in consultation with the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the employee's immediate family shall not be unreasonably withheld.
  4. The death of a member of the employee's immediate family, in consultation with the supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of the employee's family shall not be unreasonably withheld consistent with the FMLA.
- c. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the State shall not be counted unless the employee is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).
- d. An employee who requires the use of sick leave should notify the supervisor as soon as practicable.
- e. An employee who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.
- f. An employee may use any type of accrued leave (sick or annual) in an amount necessary to cover the employee's contribution to the State insurance program and other expenses incurred by the employee during an approved period of leave without pay for parental, foster care, medical, or military reasons.
- (3) Certification. If an employee's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University may require an employee to furnish certification issued by an attending health care provider of the

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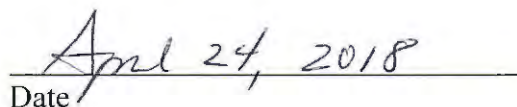


medical reasons necessitating the absence and/or the employee's ability to return to work. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination by a health care provider who is not a University staff member which shall be paid for by the University. If the medical certification indicates that the employee is unable to perform assigned duties, the Provost or designee may place the employee on compulsory leave under the conditions set forth in Section 17.10(c).

- (4) An employee on an approved sick leave may not be employed elsewhere without express permission of the Provost or designee.
- (5) Transfer of Credits. Sick leave accrual will be based on continuous service to FAU only. Employees hired at FAU with no break in service from another Florida public University, may bring accrued sick leave to FAU, up to a maximum of 40 hours. Service at another public University will not count as years served for accrual or payout purposes. If the transfer of leave is a recruitment issue, the maximum amount of hours may be waived by the President.
- (6) Payment for Unused Sick Leave. No payment for unused sick leave will be made for any type of separation from employment for any faculty employee (except FAUS) hired after June 1, 2010. For other employees (including FAUS), the following shall apply:
  - a. An employee with less than ten (10) years of service who separates from FAU shall not be paid for any unused sick leave. An employee who has been found guilty of, or admitted to, committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government or the University shall not be paid for any unused sick leave. An employee who has been found guilty by a court of having violated any State labor law regarding strikes by public employees shall not be paid for any unused sick leave. An employee who separates from FAU because of termination for cause, resignation in lieu of termination, or job abandonment shall not be paid for any unused sick leave.



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- b. Unless not eligible for payout as specified above, an employee who has completed ten (10) or more years of service and separates from the University shall be compensated at the employee's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours.
- c. Upon layoff, an employee with ten (10) or more years of FAU service shall be paid for unused sick leave as described in paragraph b., above, unless the employee requests in writing that unused sick leave be retained pending re-employment. For an employee who is re-employed by the University within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. An employee who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with this Section.
- d. All payments for unused sick leave shall be made in lump sum and shall not be used in determining the average final compensation of an employee in any State administered retirement system. An employee shall not be carried on the payroll beyond the last official day of employment, except that an employee who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.
- e. If an employee has received a lump sum payment for accrued sick leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued sick leave. Restoration will be effective upon the repayment of the full lump sum leave payment.
- f. In the event of the death of an employee, payment for unused sick leave at the time of death shall be made to the employee's beneficiary, estate, or as provided by law.

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(b) Job-Related Illness/injury.

- (1) Workers' Compensation benefits shall apply to an employee who sustains a job-related illness/injury in accordance with state law and University policy.
- (2) The Provost or designee should advise an employee unable to return to work due to a job-related illness/injury of the Florida Retirement System's disability provisions and application process.

(c) Compulsory Leave.

(1) Placing Employee on Compulsory Leave.

- a. If an employee is unable to perform assigned duties due to illness/injury or poses a health risk, the Provost or designee may require the employee to submit to an medical examination, by a licensed health care provider chosen and paid by the University, or by a licensed health care provider chosen and paid by the employee, who is acceptable to the Provost or designee. Such health care provider shall submit the appropriate medical certification(s)–opinion to the University. This opinion shall indicate whether the employee is able to work, is unable to work, or is able to work with restrictions. The restrictions recommended by the licensed health care provider may include behavioral adjustments that enable the employee to perform duties including but not limited to contributing to the safe, orderly and effective functioning of the University.
- b. If the University agrees to accept the employee's choice of a health care provider, the University may not then require another University-paid examination.
- c. If the medical examination confirms that the employee is unable to perform assigned duties, the Provost or designee shall place the employee on compulsory leave.

(2) Conditions of Compulsory Leave.

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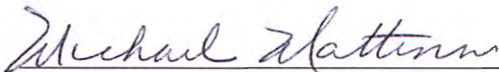
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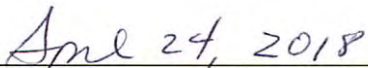
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- a. Written notification to the employee placing the employee on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the employee may return to work. These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.
  - b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with Section 17.2.
  - c. If the employee fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the employee is able to perform assigned duties, the Provost or designee shall return the employee to the employee's previous duties, if possible, or to equivalent duties.
- (3) Duration. Compulsory leave, with or without pay, shall be for a period not to exceed the duration of the illness/injury or one year, whichever is less.
- (4) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the Provost or designee should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:
- a. offer the employee part-time employment;
  - b. place the employee in leave without pay status in accordance with Section 17.2 or extend such status;
  - c. request the employee's resignation; or
  - d. release the employee from employment, notwithstanding any



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other provisions of this Agreement.

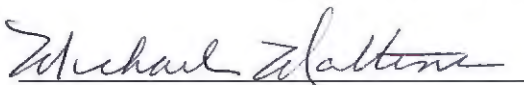
### 17.11 Annual Leave

#### (a) Accrual of Annual Leave

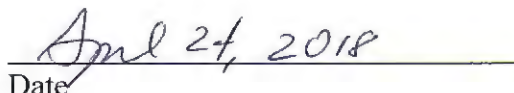
- (1) Full-time employees appointed for more than nine (9) months, except employees on academic year appointments and FAUS employees, shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time employees), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of December 31 shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.
- (2) Part-time employees appointed for more than nine (9) months, except employees on academic year appointments and FAUS employees, shall accrue annual leave at a rate directly proportionate to the percent of time employed.
- (3) Academic year employees, FAUS employees, employees appointed for less than nine (9) months, employees on 12-month non-annual leave accruing contracts, Temporary and OPS funded employees shall not accrue annual leave.

#### (a) Use and Transfer of Annual Leave.

- (1) Annual leave shall be accrued before being taken, except in those instances where the Provost or designee may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the University shall deduct from the employee's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the employee to the supervisor as far in advance as possible and



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appropriate. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.

- (2) Annual leave accrual will be based on continuous service to FAU only. Employees hired at FAU with no break in service from another Florida public University, may bring accrued annual leave, up to a maximum of 40 hours. Service at another public University will not count as years served for accrual or payout purposes. If the transfer of leave is a recruitment issue, the maximum amount of hours can be waived by the President.

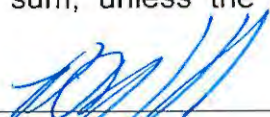
(c) Payment for Unused Annual Leave.

- (1) Upon termination from an annual leave accruing appointment, or transfer from an annual leave accruing appointment to an academic year or FAUS appointment, and unless the employee requests the option in (2) below, the University shall pay an eligible employee for up to forty-four days (352 hours) of unused annual leave at the calendar year rate the employee was accruing as of the employee's last day of work, provided that a determination has been made by the Provost or designee that the employee was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year or FAUS appointment. All unused annual leave in excess of forty-four days (352 hours) shall be forfeited by the employee.
- (2) Upon transfer from an annual leave accruing contract to an academic year or FAUS appointment, the employee may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the employee transfers back to an annual leave accruing contract or terminates employment. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance shall be paid in lump sum for up to forty-four days (352 hours) at the annual rate the employee was accruing as of the employee's last day of work on an annual leave accruing contract.
- (3) Upon layoff, an employee shall be paid for up to forty-four days (352 hours) of unused annual leave in lump sum, unless the employee

  
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requests in writing that annual leave credits be retained pending re-employment. For employees who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Employees who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment shall be paid for up to forty-four days (352 hours) of unused annual leave at the calendar rate the employee was accruing as of the employee's last day of work.

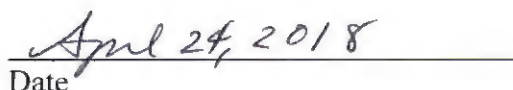
- (4) If an employee has received a lump sum payment for accrued annual leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued annual leave. Restoration will be effective upon the repayment of the full lump sum leave payment.
- (5) In the event of the death of an employee, payment for all unused annual leave at the time of death, up to 352 hours, shall be made to the employee's beneficiary, estate, or as provided by law.
- (6) An employee who has been found guilty of, or admitted to, committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government or the University shall not be paid for any unused annual leave. An employee who has been found guilty by a court of having violated any State labor law regarding strikes by public employees shall not be paid for any unused annual leave. An employee who separates from FAU because of termination for cause, resignation in lieu of termination, or job abandonment shall not be paid for any unused annual leave.

17.12 Administrative Leaves and Other Leaves Not Affecting Accrued Leave Balances.

- (a) Jury Duty and Court Appearances. Jury duty and court appearance leave shall be granted in accordance with state and federal law and University policy.
- (b) Military Leave. Leave for military service shall be granted in accordance with state and federal law and University policy.



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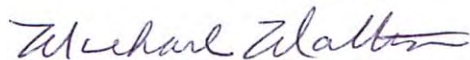
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- (c) Leave Pending Investigation. When the Provost or designee has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the Provost or designee may immediately place the employee on leave pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence immediately upon the Provost or designee providing the employee with a written notice of the reasons therefore. The leave shall be with pay, with no reduction of accrued leave.
- (d) Other Leaves Provided Not Affecting Accrued Leave Balances. An employee may be granted other leaves not affecting accrued leave balances, such as Florida Disaster Volunteer Leave, Civil disorder or disaster leave, Athletic competition leave, and other types of leave in accordance with state and federal law and University policy.
- (e) Official Emergency Closings. The President or designee may close the University, or portions of the University, in the event an emergency. Leave resulting from such an emergency closing shall not reduce employees' leave balances.

17.13 FAUS Personal Leave Days. An FAUS employee may be granted one day of leave per year for emergencies or for other personal reasons and that day will not be charged to any of the employee's leave balances. An additional four (4) days (non-cumulative) of leave per year may be granted for emergencies or for other personal reasons. The four days shall be taken from sick leave. ~~The employee may be granted a fifth day of leave per year for emergencies or for other personal reasons and the fifth day will not be charged to any of the employee's leave balances.~~ Except in the case of emergency, 1) the employee shall provide at least two days notice of the intended leave and 2) ~~Such~~ leave shall not be used on the day immediately preceding or following a holiday. Employees shall not be required to give reasons for personal leave, except that the leave is for personal reasons.

17.14 For the purposes of this Article, "immediate family" means the spouse and the certified domestic partner, grandparents, parents, brothers, sisters, children, and grandchildren (including step- and foster-) of both the employee and the spouse/domestic partner, and dependents living in the household.



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## ARTICLE 18 INTELLECTUAL PROPERTY

18.1 Policy. Section 1004.23, Florida Statutes, authorizes the University to establish regulations and policies regarding intellectual property. To the extent such regulations or policies affect employee as defined in this collective bargaining agreement, they shall be consistent with the terms of this Collective Bargaining Agreement.

18.2 Definitions.

(a) Works. A Work is any copyrightable material that is fixed in any tangible medium such as printed material, computer software, algorithms, code or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial works, graphic works, sculptural works, instructional works, traditional works of scholarship, or institutional works.

(1) Instructional Works are handbooks, syllabi, and study guides, whose primary use is related to an employee's instructional assignment.

(2) Traditional Works of Scholarship are Works such as scholarly publications, journal articles, research bulletins, monographs, textbooks, plays, poems, and works of art, whose primary use is evidence of professional activity including research and/or creativity.

(3) Institutional Works are specifically created at the direction of and for use by the University.

(b) Inventions. An Invention is a discovery, way of doing or making things, or any new and useful improvement thereof. An Invention includes but is not limited to a machine, method of manufacture, composition of matter, a device or process, a system, circuit, chemical compound, mixture, method of doing business, know-how, design, physical and digital models, or technological development. An Invention can also be a variety of plant, biological material, strain, culture of any organism, or portion, modification, translation, or extension of these items.

(1) Computer software and/or code, which can be either patented as an

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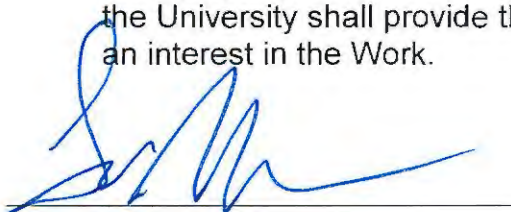
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Invention or copyrighted as a Work, will be treated as an Invention for purposes of assignment of rights and ownership.

- (2) Institutional Inventions are specifically created at the direction of and for use by the University.
- (c) University Support includes funds, personnel, facilities, equipment, materials, or technological information provided by the University, and such support provided by other public or private organizations when it is arranged, administered, or controlled by or through the University or any University Direct Support Organization.
- (d) Field of Employment is broadly defined to reflect the fact that employees often work outside their academic disciplines.
- (e) A Creator is an employee as defined in this collective bargaining agreement who creates a Work or creates or discovers an Invention.

18.3 Disclosure.

- (a) Inventions. Upon creation or discovery, and prior to public disclosure, a Creator shall provide full and complete written disclosure to the University Office of Technology ~~Transfer~~ Development of any (1) Invention in his/her field of employment; (2) Invention using University Support; or (3) Invention governed by the terms and conditions of a grant or contract administered by the University or a University Direct Support Organization. Within 120 days after the University's receipt of the Creator's written disclosure, the University shall provide the Creator notification if the University seeks an interest in the Invention.
- (b) Works. Upon creation and prior to publication, a Creator shall provide full and complete written disclosure to the University Office of Technology ~~Transfer~~ Development of any Work made with University Support, Institutional Work, or Work governed by the terms and conditions of a grant or contract administered by the University or a University Direct Support Organization. Creators do not have to disclose Traditional Works of Scholarship or Instructional Works. Within sixty (60) days after the University's receipt of the Creator's written disclosure, the University shall provide the Creator notification whether the University seeks an interest in the Work.



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- (c) Employees shall assist the University in obtaining releases or assignments from persons with rights to Works or Inventions in which the University has an interest. Employees and the University shall not act to defeat the University's or the Employees' interests.

18.4 Ownership, Distribution of Proceeds and Assignment of Rights.

- (a) Inventions. Inventions made within the Creator's Field of Employment, Institutional Inventions, or Inventions made with University Support are the property of the University. Inventions made outside the Creator's Field of Employment, non-Institutional Inventions, and inventions made without University Support are the property of the Creator.
- (b) Works. Institutional Works or Works that express opinions for which the University is held responsible are the property of the University. Works created with University Support are the property of the University, unless they are Traditional Works of Scholarship or Instructional Works. Traditional Works of Scholarship and Instructional Works are the property of the Creator, but such works must be made available to, and maintained by the University for administrative purposes. The University shall compensate the employee for any costs incurred.
- (c) Consistent with law and the legitimate interests of the University, Employees shall control their personal correspondence and notes. Employees shall serve as the University's agent for purposes of maintaining and controlling laboratory notebooks, raw data, and other working papers, all of which are the property of the University. Employees who leave the University shall be permitted to copy laboratory notebooks and take copies with them, although they may be required to maintain confidentiality of the data contained within the notebook when appropriate. The original notebooks will remain at the University.
- (d) The University shall have a policy regarding the division of proceeds between Employees and the University for University owned Inventions and Works
- (e) The terms and conditions of a grant or contract administered by the University may supersede this Article with the written agreement of the affected initial Principal Investigator.

18.5 Release of Rights.

  
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- (a) Unless prohibited by law or contract, the University may withdraw from involvement in the protection or commercial application of an Invention or Work at any stage and relinquish its interests to a third party. If the University assigns its interests to a Creator, costs incurred by the University or on its behalf shall not be assessed against the Creator, unless otherwise agreed upon in writing by the Creator and the University.

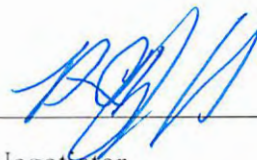
All assignments or releases of Inventions or Works by the University to employees shall contain a provision that such Invention or Work, if patented or copyrighted by the employee, shall be available royalty-free for educational or research purposes by the University, or consistent with law, by the United States Government or the State of Florida.



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