

UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES
UNITED FACULTY OF FLORIDA, UNIVERSITY OF WEST FLORIDA CHAPTER
2011 RE-OPENER SUPPLEMENT
Effective May 4, 2012

ARTICLE 12

EVALUATION FILE

12.1 Policy.

- (a) There will be one (1) master evaluation file containing a dated copy of each document used in the evaluation process. A separate evaluation file may be compiled for tenure or promotion, provided that everything in the separate file will also be in the master file, except for letters of recommendation to which the candidate has waived access in writing.
- (b) When evaluations and other personnel decisions are made, other than for tenure or promotion, the only documents which may be used are those contained in the master evaluation file.
- (c) The custodian of the file will place such documents in the evaluation file within a reasonable time after receiving them. When a document is placed in the master evaluation file that is not routinely received by the faculty member and could be relied upon in making a personnel decision, a copy will be provided to the faculty member within ten (10) days. In the event that the copy is not provided, it will be provided promptly upon realizing the oversight. When this situation occurs, no final termination or suspension action can be taken against the faculty member based upon that document until he or she has had a period of ten (10) days to review and respond by a written attachment to that document.
- (d) Faculty will be notified of the location of the evaluation file and the identity of the custodian.

12.2 Access.

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

and subject to the same limitations on access that are applicable to the faculty member.

- 12.3 Indemnification. The UFF agrees to indemnify and hold the Board, its officials, agents, and representatives harmless from and against any and all liability for any improper, illegal, or unauthorized use by the UFF of information contained in such evaluation files.
- 12.4 Use of Evaluative Materials. In the event a grievance is filed, the Board, UFF grievance representatives, the arbitrator, and the grievant will have the right to use, in the grievance proceedings, copies of materials from the grievant's evaluation file.
- 12.5 Anonymous Material. There will be no anonymous material in the master evaluation file or promotion and tenure files except as provided in section 12.6.
- 12.6 Use of Student Evaluations. Numerical ratings and narrative comments from student evaluations are a regular part of the evaluation procedure for classroom instruction. All student evaluations will be included in the master evaluation file and tenure and promotion files from Fall 2010 forward. Prior to Fall 2010, inclusion of narrative comments was optional.
- 12.7 Removal of Contents.
- (a) Materials will be removed from the master evaluation file if shown to be contrary to fact, and materials may also be removed pursuant to the resolution of a grievance.
 - (b) This section does not authorize the removal of materials from the evaluation file based on a dispute concerning a matter of judgment or opinion rather than fact.
 - (c) Materials removed from the faculty member's master evaluation file, pursuant to this section, will be placed in a sealed file marked with the faculty member's name. This sealed file will be accessed only by the faculty member or by the University for legitimate investigative purposes. The material removed from the file will not be used to evaluate the faculty member. If material is accessed for investigative purposes, it will be returned as quickly as possible after the investigation is completed and a finding has been rendered, and the file will then be re-sealed.
- 12.8 Limited Access to Faculty Evaluation Files.
- (a) Information in the master file reflecting evaluation of faculty performance will be available for inspection only by the faculty member, the faculty member's representative, University and Board officials who use the information in carrying out their responsibilities, and arbitrators or others engaged by the parties to resolve disputes, or as required by law or by court order.
 - (b) Such limited access status will not apply to summary data, by course, for the

common "core" items contained in student course evaluations, which have been selected as such by the Board and made available by the University to the public on a regular basis.

ARTICLE 25
SALARIES

- 25.1 Faculty Pay Plan Legislative Increases or ~~Bonuses~~ Non-Recurring Wage Increases. Eligible in-unit faculty members will receive any salary increases or ~~bonuses~~ non-recurring wage increases appropriated for that purpose by the Florida Legislature in accordance with the guidelines set by the Legislature.
- 25.2 Local Salary Supplement for the ~~2010-2011~~2011-2012 Academic Year. ~~Effective August 8, 2010, eligible in-unit faculty (as defined in Section 25.3) will receive a salary increase of 1.7% of the faculty member's previous academic year's base salary rate.~~
- a) Effective April 1, 2012 eligible in-unit faculty will receive a salary increase in the amount of 2% of the faculty member's current academic year's base salary rate. In order to be eligible a faculty member must:
- (i.) have received, on the faculty member's most recent performance evaluation, an overall rating at or above the midpoint of the scale or, where no overall rating exists, have received a majority of ratings at or above the midpoint of the scale. (This does not disqualify faculty who have no University of West Florida faculty performance evaluation), and
 - (ii.) have been in pay status on or before May 1, 2011, and
 - (iii.) have not been issued a notice of non-reappointment or termination.
- b) Following application of the 2% salary increase, the University will make the sum of \$300,000 (exclusive of benefits up to a maximum cost of \$45,000) available to address in-unit faculty salary compression. To be eligible for compression funds, a faculty member must:
- (i.) have received "excellent" or "distinguished" ratings in teaching, research and service on their 2010-2011 evaluations by their chairs. (In-unit faculty such as lecturers or instructors may have ratings in only two categories, both of which must be "excellent" or "distinguished").
- c) A committee will be formed to determine a definition of "Predicted Salary Level" for the purpose of addressing the compression funds. The committee will be composed of three (3) representatives from UFF and three (3) representatives from the Administration. The committee's recommendation must be presented to the bargaining

teams of the respective parties for consideration and agreement no later than May 15, 2012. The definition shall:

- (i) Consider market equity based upon an application of 90% of the CUPA median, based upon rank and discipline, and
- (ii) Consider comparative compensation of departmental peers for time in rank, and
- (iii) Include rates of adjustment for assistant and associate professors that will be capped for the comparative compensation of departmental peers at 7 years in current rank, and
- (iv) Define salary as including TIP, and PEP, but excluding administrative supplements.

(d) Recipients of compression funds may only be those in-unit faculty employed before August 1, 2009.

(e) In-unit faculty who have received notification of non-reappointment prior to April 1, 2012 or tendered notice of resignation prior to April 1, 2012, are not eligible for the compression funds.

(f) Effective on the second pay period after resolution of the definition of "Predicted Salary Level" eligible in-unit faculty (as defined in Section 25.2) will receive a base salary increase from the compression funds.

(g) In the event the bargaining teams do not reach agreement by June 15, 2012, then the definition of "Predicted Salary Level" for the purposes of the Spring 2012 distribution of compression funds will be 90% of the CUPA median based upon the criteria set forth in Section 25.2. This sum shall not exceed \$300,000 (exclusive of benefits up to a maximum cost of \$45,000).

25.3 Eligibility for Faculty Pay Plan Legislative Increases or ~~Bonuses and Local Salary Supplement~~ Non-Recurring Wage Increases. The following eligibility criteria apply to legislative increases or ~~bonuses and local salary supplements~~ non-recurring wage increases. In the event the Florida Legislature establishes differing criteria for legislated increases or ~~bonuses~~ non-recurring wage increases, the Legislature's criteria will apply. To be eligible for these salary increases or ~~bonuses~~ non-recurring wage increases, a faculty member must

- (a) have received on the faculty member's most recent performance evaluation an overall rating at or above the midpoint of the scale or, where no overall rating exists, have received a majority of ratings at or above the midpoint of the scale. (This does not disqualify faculty who have no University of West Florida faculty performance evaluation), and
- (b) have been in pay status on or before May 1 of the preceding year, and

(c) have not been issued a notice of non-reappointment or termination.

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

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

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

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

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

- (i) Faculty on contracts or grants will receive salary increases or non-recurring wage increases equivalent to similar faculty on regular funding, provided that such salary increases or non-recurring wage increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. In the event such salary increases or non-recurring wage increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the President or representative will seek to have the contract or grant modified to permit such increases or non-recurring wage increases.
- (ii) Nothing contained herein will prevent the faculty members whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement.

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

- 25.7 Salary Rate Calculation and Payment. The biweekly salary rate of faculty serving on twelve (12) month (calendar year) appointments will be calculated by dividing their calendar year salary rate by 26.1 pay periods.
- 25.8 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 22 (Grievance Procedure and Arbitration) alleging violation of this Article are whether there is unlawful discrimination under Article 6 (Nondiscrimination), or whether there is an arbitrary and capricious application of the provisions of one (1) or more sections of this Article.
- 25.9 Type of Payment for Assigned Duties. Duties and responsibilities assigned by the University to a faculty member which are in addition to the available established FTE for the position will be compensated through Other Personal Services (OPS), not salary.

26.6 Phased Retirement Program (PRP).

(a) Eligibility and Program Provisions

- (1) Faculty who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS or TRS) or Optional Retirement Program (ORP) ~~except those faculty referenced in 26.6(b), are eligible to participate in the Phased Retirement Program, and who were initially enrolled in the Florida Retirement System before July 1, 2011, are eligible to participate in the UWF Phased Retirement Program.~~ Faculty who have accrued at least eight (8) years of creditable service in the Florida or Teachers Retirement System (FRS or TRS) or Optional Retirement Program (ORP) and who were initially enrolled in the Florida Retirement System on or after July 1, 2011, are eligible to participate in the UWF Phased Retirement Program. Faculty referenced in Section 26.6(b), are not eligible to participate in the UWF Phased Retirement Program.

Such eligibility will expire on the faculty member's 63rd birthday. Faculty members who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Faculty members who choose to participate must retire with an effective date not later than 180 days, nor less than 90 days, after they submit such written notice, except that when the end of the 180 day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or Summer, as appropriate).

- (2) All participants must retire and thereby relinquish all rights to tenure/permanent status as described in Article 16 (Tenure), except as stated otherwise in this Article. Participants' retirement benefits will be

determined as provided under Florida Statutes and the rules of the Division of Retirement.

- (3) Payment for Unused Leave. Participants will, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.
- (4) Re-employment.
 - a. Prior to re-employment, participants in the Phased Retirement Program must remain off the State payroll for ~~one (1)~~ six (6) calendar months following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must comply with the re-employment limitations that apply to the ~~second (2nd)~~ seventh (7th) through twelfth (12th) month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.
 - b. Participants will be offered re-employment, in writing, by the University under an Other Personal Services (OPS) contract for one half (1/2) of the academic year, however, the University and faculty member may agree to less than one half (1/2) of the academic year.
 - c. Compensation during the period of re-employment will be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment will be scheduled within one (1) semester unless the participant and the University agree otherwise, beginning with the academic year next following the date of retirement and subject to the condition outlined in (4)a., above.
 - d. Participants will notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty (30) days after the faculty member's receipt of the written re-employment offer. Failure to notify the University regarding re-employment may result in the faculty member's forfeiting re-employment for that academic year.
- (5) Leave for Illness/Injury.
 - a. Each participant will be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave will be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours (1/2 day) when the participant is unable to perform assigned duties as a result of illness or injury of the participant or a member of the participant's immediate family. For the purposes of this section immediate

family will include the participant's spouse, mother, father, brother, sister, natural, adopted, or step child, or other relative living in the participant's household.

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

(6) Personal Non-Medical Leave.

- a. Each participant who was on a twelve (12) month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve (12) month appointment will be credited with five (5) days of leave with pay at the beginning of each full-time semester for personal reasons unrelated to illness or injury. This leave is to be used in increments of not less than four (4) hours (1/2 day). Except in the case of emergency, the dates on which the faculty member wishes to take such leave will be at the discretion of the supervisor and will be subject to the consideration of departmental and organizational scheduling.
- b. Such leave will not be accumulated, nor will the participant be reimbursed for unused leave upon termination of the post-retirement re-employment period.

(7) Re-employment Period.

- a. The period of re-employment obligation will extend over five (5) consecutive academic years, beginning with the academic year next following the date of retirement. No further notice of cessation of employment is required.
- b. The period of re-employment obligation will not be shortened by the University, except under the provisions of Article 17 (Disciplinary Action,) of the Agreement. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured faculty or non-tenure-earning faculty with five (5) or more years of continuous service, as appropriate, for purposes of sections 14.2(a) and (b) (Layoff Considerations) of the Agreement.

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

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

- (10) Preservation of Rights. Participants will retain all rights, privileges, and benefits of employment, as provided in laws, rules, and this Agreement, and University policies, subject to the conditions contained in this Article.
 - (11) Payroll Deductions. The UFF payroll deductions, as specified in Article 28 (Payroll Deduction), if applicable, will be continued for a program participant during each re-employment period.
 - (12) Contracts and grants. Nothing will prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.
 - (13) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.
- (b) Ineligible Faculty. Faculty who have received notice of non-reappointment, layoff, or termination or those who participate in the State's Deferred Retirement Option Program (hereafter "DROP") are not eligible to participate in the Phased Retirement Program.
- (c) Phased Retirement Program Information Document. The parties agree to jointly develop written information describing the current provisions of the Phased Retirement Program in the Agreement. The Board will distribute this written information to the Human Resource Office and the UFF Chapter, upon request.

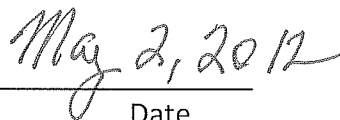
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RATIFIED BY:

FOR THE UNIVERSITY OF WEST FLORIDA
BOARD OF TRUSTEES



General Charles Horner, RET , Chair
University of West Florida
Board of Trustees

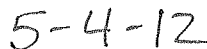


Date

FOR THE UNITED FACULTY OF FLORIDA
UNIVERSITY OF WEST FLORIDA CHAPTER



Susan Walch, President
United Faculty of Florida
University of West Florida Chapter



Date