

**UNIVERSITY OF WEST FLORIDA
BOARD OF TRUSTEES**

**UNITED FACULTY OF FLORIDA
UNIVERSITY OF WEST FLORIDA CHAPTER**

2016 – 2017 REOPENER SUPPLEMENT

ARTICLE 6 NONDISCRIMINATION

6.1 Statement of Intent.

- (a) The Board and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each faculty member, staff member, and student to work and learn in an environment free from any form of unlawful discrimination or unlawful harassment.
- (b) The parties recognize their obligations under federal and State laws, rules, and regulations prohibiting unlawful discrimination and unlawful harassment and affirm their commitment to create a diverse faculty that brings new perspectives and new talent into the academy. To this end, the Board, with the support of the UFF, will work to implement programs, policies, and practices to facilitate the recruitment of a diverse faculty.
- (c) Nothing in this Article is intended to alter the eligibility requirements for benefits provided by the University.
- (d) It is the intent of the Board and the UFF that this statement of intent not be subject to Article 22 (Grievance Procedure and Arbitration).

6.2 Nondiscrimination Policy.

- (a) **Nondiscrimination.** Neither the Board nor the UFF will discriminate against any faculty member based upon race, color, sex/gender (this also includes gender identity), sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, or marital status, nor will the Board or the UFF abridge any rights of faculty related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF. Personnel decisions will be based on job-related criteria and performance.
- (b) **Discrimination Prohibition.** No employee will discriminate against or harass any other employee or any student based upon race, color, sex/gender (this also includes gender identity), sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, or marital status.
- (c) **Sexual Harassment.** Sexual harassment is a prohibited form of sex discrimination. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic performance or evaluation, (2) submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or learning environment.
- (d) **Consensual Relations.**
 - (i) **Definitions:**

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

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

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

(ii) Ethical Considerations

The University of West Florida is committed to an academic and employment environment free from harassment, discrimination, and unprofessional conduct. Codes of ethics for most professional associations forbid professional-client sexual relationships. Both professor-student and supervisor employee relationships are similar to those of a professional and a client. The respect and trust accorded a professor by his or her student, as well as the power exercised by the professor in grading/evaluation, advising, or recommending study and future employment diminish the student's actual freedom of choice when entering upon a relationship with that professor. A similar imbalance pertains in a supervisor/subordinate employee relationship. When these asymmetrical relationships are romantic and/or sexual in nature, they constitute an inherent Conflict of Interest. Accordingly, Consensual Relationships involving Conflicts of Interests are prohibited. Should such a Conflict of Interest develop, the teacher, supervisor or advisor has the obligation to disclose its existence and to cooperate in making alternative arrangements for the supervision, evaluation, teaching, grading, or advising of the employee, student and/or student employee. These arrangements will be set forth in a written conflict mitigation plan. The conflict mitigation plan must be approved by the Provost.

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

- (a) Non-retaliation policy. No retaliation of any kind will be made by a faculty member, the Board, or UFF against any party, any witness, any UFF representative, or any other participant in this process or in any grievance arising from this process for reason of such participation.
- (b) To the extent possible, remedial measures to correct the effects of unlawful harassment or unlawful discrimination will not unreasonably adversely affect an individual who was found to be the victim of unlawful discrimination or unlawful harassment.

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

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

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

- (a) It is the intent of the parties to this Agreement that matters which may be presented as grievances under Article 22 (Grievance Procedures and Arbitration) be so presented and resolved through that procedure instead of using other procedures.
- (b) The UFF agrees not to process cases arising under this Article when alternative procedures to Article 22 (Grievance Procedures and Arbitration) are initiated by the grievant, except that a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. §2000e et seq.

6.6 Charges of Discrimination Included as Part of a Grievance.

- (a) Charges of discrimination, including unlawful harassment, included in grievances will be referred to the University's equal opportunity officer for investigation of those charges in accordance with University procedures.
- (b) If the charges of discrimination or harassment are not separable from other claims in the grievance, then the entire grievance will be held in abeyance until a finding has been made on the charges of discrimination or harassment and forwarded to the Step 1 reviewer. The grievance will then be processed in accordance with the procedures outlined in section 22.5 (Grievance Procedure) of this Agreement, provided that the thirty-day limitation specified therein shall be extended to accommodate the investigation of the discrimination complaint, not to exceed a period of ninety days.
- (c) If the charges of unlawful discrimination or unlawful harassment are separable from other claims included in the grievance, then the charges of unlawful discrimination or unlawful harassment will be held in abeyance until a finding has been made on those charges by the University's equal opportunity officer, while the remaining claims exclusive of the charges of unlawful discrimination or unlawful harassment will be processed in accordance with the procedures outlined in section 22.5 of this Agreement. Once a finding has been made by the University's equal opportunity officer on those charges of unlawful discrimination or unlawful harassment that were

separated from other claims in the grievance, the finding will be forwarded to the Step I reviewer and the charges of discrimination or harassment will be processed in accordance with the procedures outlined in section 22.5 (Grievance Procedure) of this Agreement.

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

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

ARTICLE 22
GRIEVANCE PROCEDURE AND ARBITRATION

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

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

22.2 Resort to Other Procedures.

- (a) It is the intent of the parties to provide in this Article an opportunity for the resolution of a dispute through the grievance procedure and arbitration process.
- (b) Except as noted below, if prior to seeking resolution of a dispute by filing a grievance according to this Article or while the grievance proceeding is in progress, a faculty member requests, in writing, resolution of the matter in another forum, whether administrative or judicial, the University will have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure.
- (c) As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. §2000 et seq.
- (d) Further, since the parties do not intend that this grievance procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure will not be an act or omission giving rise to a grievance under this procedure.

22.3 Representation.

- (a) The UFF will have the exclusive right to represent any faculty member in a grievance filed under this Agreement, unless the faculty member elects self-representation or to be represented by legal counsel.
- (b) If a faculty member elects not to be represented by the UFF, the University shall promptly inform the UFF Vice President of Grievances in writing within 7 calendar days of the grievance filing date.
- (c) No resolution of any individually processed grievance will be inconsistent with the terms of this Agreement and for this purpose the UFF will have the right to have an observer

present at all meetings called for the purpose of discussing such grievance and shall be sent copies of all decisions at the same time as they are sent to the other parties.

22.4 Definitions and Forms. As used herein:

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

22.5 Grievance Procedure.

- (a) This grievance procedure will be the sole formal review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement.
- (b) Filing Grievance Forms.
 - (1) A grievance will be filed with the Office of the Provost at Step 1, or in the case of a grievance initiated at Step 2, with the designated representative in the office of the President.
 - (2) The grievant may amend the Appendix "C" form one time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2.
 - (3) Only those acts or omissions and sections of the Agreement identified at the initial filing, or the initial filing as amended, may be considered at subsequent steps.
- (c) Time Limits.
 - (1) The grievance will be filed within thirty (30) days following the act or omission complained of, or the date on which the grievant knew or reasonably should have known of such act or omission, if that date is later.
 - (2) Thirty (30) days will be determined by a date stamp affixed by the office receiving the grievance, if hand delivered; or by the date recorded or by verifiable electronic receipt; or by the postmark, if the grievance is mailed. The office

receiving the grievance will send a copy of the date stamped document to the grievant or the grievant's representative within three (3) calendar days.

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

(d) Postponement Seeking Informal Resolution.

- (1) The grievant may, in the written grievance at the initial filing (Step 1 or Step 2), request the postponement of any action in processing the grievance formally for a period of up to thirty (30) calendar days. The initial request will be granted. During this period efforts to resolve the grievance informally will be made.
- (2) Upon the grievant's written request, additional extensions should be granted, unless to do so would impede resolution of the grievance.
- (3) Upon request, the Provost or designee may, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. If the grievance is initially filed at Step 2, the President or representative will meet informally with the UFF, if the UFF so requests, during the postponement period.
- (4) The grievant shall have the right to representation by the UFF during attempts at the informal resolution of the grievance.
- (5) The grievant may, at any time, terminate the postponement period by giving written notice to the Provost or representative (if the grievance is initially filed at

Step 1) or the President or representative (if the grievance is initially filed at Step 2) that the grievant wishes to proceed with the Step 1 meeting (or Step 2 meeting for grievances initially filed at Step 2).

- (6) If the grievance is resolved informally during the postponement period or any extensions thereof, the grievance is deemed to be immediately resolved.
- (7) In the case of a grievance filed pursuant to the Expedited Grievance Procedure referenced in section 22.15, the postponement period will be no more than seven (7) days unless the faculty member and the University agree in writing otherwise.

(e) Step 1.

(1) Meeting.

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

(2) Decision.

- a. The Provost or representative shall issue a written decision, stating the reasons for the decision, within thirty (30) calendar days following the conclusion of the final meeting. The Provost will distribute the written decision to the grievant, the grievant's representative, and all parties required to take action as a result of the decision.
- b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the written decision, if the decision is hand delivered, or the postmark, if the decision is delivered by certified mail or verifiable electronic receipt.
- c. All documents referred to in the decision and any additional documents presented by the grievant will be attached to the decision, together with a list of these documents.
- d. A copy of the decision will be sent by certified mail to the UFF if the grievant elected self-representation or representation by legal counsel.

(f) Step 2. Step 2 involves a review of Step 1 decisions, as well as those disputes that have been filed directly with the President by the UFF.

(1) Initial Meeting for Grievances Initially Filed at Step 2.

- a. The President or representative and the UFF will meet no later than thirty (30) calendar days following (a) receipt of the grievance if no

postponement is requested, (b) receipt of written notice that the UFF wishes to proceed with the Step 2 meeting, if a postponement was requested, or (c) expiration of the postponement period or any extensions thereof without withdrawal of the grievance.

b. In advance of the Step 2 meeting, the UFF will have the right, on written request, to a copy of any identifiable documents relevant to the grievance.

c. At the Step 2 meeting, the UFF will have the right to present any evidence in support of the grievance, and the UFF and the President or representative will discuss the grievance and attempt to find an equitable resolution.

(2) Review of Step 1 Decision, for Grievances Initially Filed at Step 1.

a. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the President within thirty (30) calendar days following receipt of the Step 1 decision by the grievant, if self-represented, or by the grievant's representative.

b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the request for review, if the request is hand delivered or by the postmark, if the request is mailed or by verifiable electronic receipt. The office receiving the request for review will send a copy of the date stamped document to the grievant's representative by certified mail within three (3) calendar days.

c. The President or representative, who is not the direct supervisor of the Step 1 representative, and the grievant, if self-represented, or the grievant's representative will meet for the purpose of reviewing the matter no later than thirty (30) calendar days following receipt of the request for review.

(3) Decision.

a. The President or representative will issue a written decision, stating the reasons for the decision, to the grievant, if self-represented, or to grievant's Step 2 representative and to the UFF (if the grievant is not represented by the UFF) within thirty (30) calendar days following the conclusion of the review meeting.

b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the decision, if the decision is hand delivered, or by the postmark, if the decision is delivered by certified mail.

(g) Step 3. Arbitration

(1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the UFF may proceed to arbitration by filing a written notice of the intent to do so.

a. Notice of intent to proceed to arbitration will be filed with the President or representative within thirty (30) calendar days after receipt of the Step 2 decision and will be signed by the grievant and the State UFF President or the UFF Director of Arbitrations.

b. Thirty (30) calendar days will be determined by a date stamp affixed by the office receiving the notice, if the notice is hand delivered; or by the

- postmark or by verifiable electronic receipt, if the notice delivered by certified mail.
- c. The office receiving the notice will send a copy of the date stamped document to the grievant, if self-represented, or to the grievant's Step 2 representative within three (3) calendar days.
 - d. A thirty (30) calendar day extension for filing a notice of intent to proceed to arbitration may be granted by mutual written agreement between the parties.
 - e. The parties will arbitrate only the issues submitted on the initial grievance form, including any amendment made pursuant to section 22.S(b)(2).
- (2) Selection of Arbitrator.
- a. Representatives of the University and the UFF will meet within sixty (60) calendar days after the execution of this Agreement in order to select an Arbitration Panel of up to nine (9) members.
 - b. Within fourteen (14) calendar days after the filing of a notice of intent to proceed to arbitration, representatives of the University and the UFF will meet to select an arbitrator from the Panel.
 - c. The parties may, by mutual written agreement, select as an arbitrator an individual who is not a member of the Arbitration Panel.
 - d. Selection from the Arbitration Panel will be by mutual written agreement or by alternately striking names from the Arbitration Panel list until one (1) name remains.
 - e. The right of the first choice to strike from the list will be determined by the flip of a coin with the first grievance to proceed to arbitration each calendar year, and then will alternate between the UFF and UWF.
 - f. If the parties are unable to agree to a Panel of arbitrators, the selection and assignment of an arbitrator will proceed under the normal rules of the American Arbitration Association ("AAA").
 - g. If the parties are unable to agree upon which of the nominees, from a panel provided by the AAA, will serve as arbitrator, then the arbitrator will be chosen by each party alternately striking names and the name remaining will be the arbitrator. Section (2) e above will be used in this regard.
- (3) Jurisdiction.
- a. In any arbitration proceeding wherein a question concerning the arbitrator's jurisdiction over the grievance is raised, the decision of the jurisdictional issue will be separated from the substantive issue(s).
 - b. The question of jurisdiction shall be determined by the means of a hearing conducted before an arbitrator by a conference call within 15 calendar days. Extensions may be mutually agreed upon in writing by UFF and UWF.
 - c. The arbitrator will rule upon the jurisdictional issues within ten (10) days of the hearing.
 - d. If the issue is judged to be arbitral, an arbitrator will be selected to hear the substantive issue(s) in accordance with the provisions of section 22.5(g)(2).

e. The parties may by mutual agreement choose the same arbitrator to rule on the question of arbitrability and on the substantive issues.

(4) Authority of the Arbitrator.

a. The arbitrator will have no authority to add to, subtract from, alter, change, or modify any of the provisions of this Agreement. Arbitration will be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration.

b. The arbitrator's decision will address itself solely to the issue or issues presented and will not impose upon either party any restriction or obligation pertaining to any matter raised in the dispute outside of the submitted issue or issues.

c. Where an administrator has made a judgment involving the exercise of discretion, such as decisions regarding tenure or promotion, the arbitrator will not substitute the arbitrator's judgment for that of the administrator, nor will the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement.

d. The arbitrator will not render any decision which would require or result in an action in violation of public statutes.

e. If the arbitrator determines that the Agreement has been violated by either party, the arbitrator will direct that party to take appropriate remedial action.

f. An arbitrator may award back salary where the arbitrator determines that the faculty member is not receiving the appropriate salary from the University, but the arbitrator may not award other monetary damages or penalties.

g. The arbitrator may make no award which provides the faculty member compensation greater than would have resulted had there been no violation.

h. If the University's notice that further employment will not be offered to a faculty member is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (a) the faculty member was deprived of a reasonable opportunity to seek other employment, or (b) the faculty member actually rejected an offer of comparable employment which the individual otherwise would have accepted.

i. An arbitrator's decision awarding employment beyond the sixth (6th) year will not entitle the faculty member to tenure. In such cases, the faculty member will serve during the seventh (7th) year without further right to notice that he or she will not be offered employment thereafter. If a faculty member is reappointed at the direction of an arbitrator, the President or representative may reassign the individual during such reappointment.

j. If an arbitrator determines that the faculty member was not provided an "equitable opportunity" in relation to other faculty members in the same unit/department to meet the required criteria for promotion, tenure, and merit salary increases, as described in section 10.3 of this Agreement, the

arbitrator may award additional employment requiring the University to provide the "equitable opportunity" as described in section 10.3 of this Agreement. The arbitrator also may retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity."

(5) Hearing and Decision.

- a. The arbitrator will conduct a hearing in the city in which the grievant is employed, unless otherwise agreed to in writing by the parties.
- b. The hearing will begin within thirty (30) calendar days of the arbitrator's acceptance of selection or as soon as practicable thereafter.
- c. Except as modified by the provisions of this Agreement, arbitration proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association.
- d. The arbitrator will be requested to issue a formal decision within thirty (30) calendar days after the conclusion of the testimony, argument, or submission of briefs, whichever is latest.
- e. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.

(6) Effect of Decision. The decision of the arbitrator will be final, conclusive, and binding on all parties to this Agreement, provided that any party can appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Chapter 682, Florida Statutes.

(7) Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this Agreement, the University and the UFF agree that such an appeal will be filed in the courts in Escambia County, Florida, unless both parties specifically agree in writing otherwise in a particular instance.

(8) Fees and Expenses.

- a. All fees and expenses of the arbitrator will be shared equally by the University and the UFF. Each party will bear the cost of preparing and presenting its own case.
- b. The party desiring a transcript of the arbitration proceedings will provide written notice to the other party of its intention to have a transcript of the arbitration made at least one (1) week prior to the date of the arbitration.
- c. The party desiring such transcript will be responsible for scheduling a stenotype reporter to record the proceedings.
- d. The party desiring a transcript will be responsible for the fee for the reporter and the cost of obtaining an original transcript.

(9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case will an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article.

(10) The UFF may withdraw a grievance at any step of the grievance procedure by filing written notice with the President or representative.

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

22.7 Grievance Representatives.

- (a) The UFF will furnish to the University a list of all persons authorized to act as grievance representatives by the second (2nd) full week of September each calendar year and will update the list as needed. The UWF will furnish to the UFF a list of all persons authorized to act as grievance representatives for the purposes of resolving grievances in accordance with this grievance procedure by second (2nd) full week of September each calendar year and will update the list as needed.
- (b) The UFF and UWF grievance representatives will have the responsibility to meet all classes, office hours, and other duties and responsibilities incidental to the assigned workload.
- (c) UFF and UWF representatives shall have the right during times outside of normally scheduled hours scheduled for those activities listed above in section 22.7(b) to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings.
- (d) Should any hearings or meetings with the Provost or President necessitate rescheduling of assigned duties, the grievant's representative may, with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval will not be unreasonably withheld.

22.8 Appearances.

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

22.9 Filings and Notification.

- (a) With the exception of Step 1 and Step 2 decisions, all documents required or permitted to be issued or filed pursuant to this Article may be transmitted by personal delivery, fax, United States mail, or any other recognized officially accepted delivery service including verifiable electronic mail.

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

22.10 Processing.

- (a) The filing or pendency of any grievance or arbitration proceedings under this Article will not operate to impede, preclude, or delay the University from taking the action complained of.
- (b) Reasonable efforts, including the shortening of time limits when practical shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or failure to reappoint. A faculty member with a pending grievance will not continue to be compensated beyond the last date of employment.
- (c) The President or representative may refuse consideration of a grievance not filed or processed in accordance with this Article.

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

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

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

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

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

- (a) A grievance alleging a violation of Conflict of Interest (Article 21) will be heard at Step by the Provost or representative no more than seven (7) days after it has been filed.
- (b) The Provost or representative will issue a Step 1 decision no more than seven (7) days after the Step 1 meeting.

- (c) A request for review of the Step 1 decision will be filed using Appendix "D" no more than seven (7) days following the receipt of the Step 1 decision.
- (d) The Step 2 meeting will be held no more than seven (7) days after the receipt of Appendix "D," and the Step 2 decision will be issued no more than seven (7) days after the meeting.
- (e) A request for arbitration using Appendix "E" will be filed within fourteen (14) days after the receipt of the Step 2 decision.
- (f) An arbitrator will be selected by the parties no more than fourteen (14) days following the receipt of Appendix "E."
- (g) The arbitrator will issue a memorandum of decision within seven (7) days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with section 22.5(g)(4).
- (h) The University and the UFF will establish a panel of three (3) experienced arbitrators to hear a grievance filed in accordance with the section.
- (i) All other provisions of Article 22 will apply to these grievances, except as noted above.

ARTICLE 25
SALARIES

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

25.2 Salary Increase for 2016-2017.

- (a) Effective the first pay period after March 1, 2017, the University will provide a cost-of-living base wage increase based on the most recently completed calendar year Consumer Price Index (CPI-U) amount.
- (b) In order to be eligible for the 2016-2017 salary increase:
 - (i) Employees must have been in continuous pay status since July 1, 2016, and
 - (ii) Have not been issued a notice of non-reappointment or termination prior to the effective date of this wage increase.
- (c) The cost-of-living adjustment increase will be reduced by the amount of any base salary increase provided by the Florida Legislature for the same year. If the state provides a percentage increase to base salary that is higher than the applicable consumer price index amount, the employee shall receive the full amount of the increase provided by the state.
- (d) For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative supplements will not be included in the calculation.

25.3 Salary Increase for 2017-2018.

- (a) Effective the first pay period after March 1, 2018, the University will provide a cost-of-living base wage increase based on the most recently completed calendar year Consumer Price Index (CPI-U) amount.
- (b) In order to be eligible for the 2017-2018 salary increase:
 - (i) Employees must have been in continuous pay status since July 1, 2017, and
 - (ii) Have not been issued a notice of non-reappointment or termination prior to the effective date of this wage increase.
- (c) The cost-of-living adjustment increase will be reduced by the amount of any base salary increase provided by the Florida Legislature for the same year. If the state provides a percentage increase to base salary that is higher than the applicable consumer price index amount, the employee shall receive the full amount of the increase provided by the state.
- (d) For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative supplements will not be included in the calculation.

25.4 One-Time Promotion Recapture Salary Adjustment.

- (a) The university will provide, effective August 8, 2017, a two percent (2%) salary increase to eligible in-unit Associate and Full Professors, Associate and University Librarians, Associate and Full Research Scholars/Scientists/Engineers, and Research Associates who previously received a promotion to Associate Professor, Associate University Librarian, Associate Research Scholar/Scientist/Engineer, or Research Associate at UWF with an increase equal to or less than nine percent (9%).
- (b) The university will provide, effective August 8, 2018, a one percent (1%) salary increase to eligible in-unit Associate and Full Professors, Associate and University Librarians, Associate and Full Research Scholars/Scientists/Engineers, and Research Associates who previously received a promotion to Associate Professor, Associate University Librarian, Associate Research Scholar/Scientist/Engineer, or Research Associate with an increase equal to or less than nine percent (9%).
- (c) In order to be eligible for the One-Time Promotion Recapture Salary Adjustment:
 - (i) Employees must have been in continuous pay status since July 1, 2016, and
 - (ii) Employees must not have been issued a notice of non-reappointment or termination prior to the effective date of this wage increase.
- (d) Employees who receive a promotion increase to Associate Professor, Associate University Librarian, Associate Research Scholar/Scientist/Engineer, or Research Associate for 2016-17 and/or 2017-18 will not be eligible for the One-Time Promotion Salary Adjustment.
- (e) Eligible employees shall receive a maximum overall increase of 3% under this section.
- (f) For the purpose of determining base salary, TIP awards will be included in the calculation, but administrative supplements will not be included in the calculation. Increases will be based on the previous year's base salary.

25.5 Promotional Increase. Promotion increases will be granted to faculty pursuant to Article 15 (Promotion Procedure).

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

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

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

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

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

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

25.8 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.

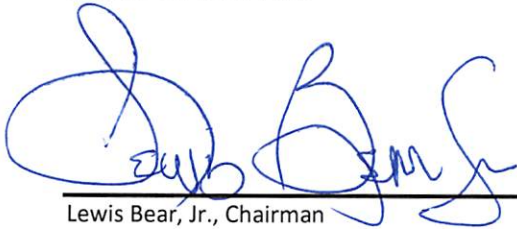
25.9 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 22 (Grievance Procedure and Arbitration) alleging violation of this Article are whether there is unlawful discrimination under Article 6 (Nondiscrimination), or whether there is an arbitrary and capricious application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

25.10 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.

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UNITED FACULTY OF FLORIDA, UNIVERSITY OF WEST FLORIDA CHAPTER
2016-2017 REOPENER SUPPLEMENT

RATIFIED BY

FOR THE UNIVERSITY OF WEST FLORIDA
BOARD OF TRUSTEES



Lewis Bear, Jr., Chairman
University of West Florida
Board of Trustees

10-7-16

Date

FOR THE UNITED FACULTY OF FLORIDA
UNIVERSITY OF WEST FLORIDA CHAPTER



Robert Daniel Pace, President, United Faculty of Florida
University of West Florida Chapter

5 Oct 16

Date