2026 – 2027

Supplemental Agreement to the

2025-2028 Collective Bargaining Agreement

Between

Florida State University Board of Trustees

And

United Faculty of Florida

Florida State University

FSU and UFF
Collective Bargaining 2026-2027
Collective Bargaining Agreement Reopener Summation

Term of Collective Bargaining Agreement:

July 1, 2026 – June 30, 2027

Recent Events:

On September 23, 2026, parties tentatively agreed on the 2026-2027 Supplemental Agreement to the 2025-2028 Collective Bargaining Agreement. Notification that the Collective Bargaining Agreement was ratified by UFF members was received on October 10, 2026.

Changes to the Collective Bargaining Agreement:

- **Article 3, UFF Rights**
    - To ensure compliance with Florida Statute 447.509, FSU-BOT and the UFF have agreed to provide a service assignment in which the UFF will designate faculty members to engage in UFF representational employee organization activities as defined in Florida Statute 447.203(9)(i)-(m) and (19), to include collective bargaining, administering the agreement, participating in labor management committees, filing unfair labor practices or grievances, and representing employees in investigatory interviews, disciplinary proceedings, or appeals.
    - For Spring 2027 the UFF may designate up to four (4) faculty members up to 20% University service in their Assignment of Responsibilities to engage in UFF representational employee organization activities to include collective bargaining, administering the Agreement, participating in labor management committees, filing unfair labor practices or grievances and representing employees in investigatory interviews, disciplinary proceedings or appeals 447.203(9)(i)-(m) and (19), F.S.
    - Effective Fall 2027 the UFF will designate no more than ten (10) faculty members up to 25% University service in their Assignment of Responsibilities to engage in UFF representational employee organization activities to include collective bargaining, administering the Agreement, participating in labor management committees, filing unfair labor practices or grievances and representing employees in investigatory interviews, disciplinary proceedings or appeals as defined in 447.203(9)(i)-(m) and (19), F.S.
    - The UFF shall certify in writing that each designee's union service was used by May 1.

- If section 447.509(3)-(4), F.S., is struck or found unenforceable by a court of competent jurisdiction, release time provisions will be reinstated as outlined. If a court of competent jurisdiction issues a final determination that violates Section 447.509, F.S., and is binding upon the Board and the UFF, then the agreement shall automatically reopen for bargaining without notice to either party.

- **Article 10, Performance Evaluations**

  - FSU-BOT accepted UFF language that if a faculty member attaches a statement to the Annual Evaluation Summary the appended statement will become part of their permanent file and may be seen by anyone who views the file.

  - A faculty member who disagrees with an Evaluation Summary, including a determination that the faculty member failed to successfully complete a PIP, may submit a written response for inclusion in the evaluation file. The faculty member may also request review by the appropriate higher-level reviewer within 30 days of being informed of the evaluation. The reviewer must meet with the faculty member within 15 days of receiving the request and issue a decision within 15 days of receipt of the request.

  - If dissatisfied with the higher-level reviewer's decision, the faculty member may request review by the Vice President for Faculty Development and Advancement or designee within 15 days. The Vice President for Faculty Development and Advancement or designee must meet with the faculty member within 15 days of receiving the request and issue a decision within 15 days of receipt. If the faculty member remains dissatisfied, they may request review by the Provost or designee within 15 days, with a decision to be issued within 15 days of receipt of the request. In colleges without departments where the dean serves as evaluator, the request for review proceeds directly to the Vice President for Faculty Development and Advancement or designee.

  - At all levels of the review process, reviewers retain discretion, consistent with the Agreement, to seek settlement or resolution of evaluation disputes, with efforts intended to be largely conciliatory. If an evaluation is amended through the review process, the original evaluation and its attachments will be removed from the evaluation file and replaced with the amended evaluation.

- **Article 17, Leaves**

  - Added language that if a faculty member does not have sufficient accrued paid leave and they are in the first year of their employment, the University may provide an additional five (5) days of bereavement leave.

  - If the faculty member is granted a bereavement leave advancement, any leave accrued shall first be applied toward repayment of the advanced leave until fully repaid.

- If a faculty member separates from University employment before the advanced leave is fully repaid, the faculty member shall have the financial obligation to repay the value of the remaining hours.

- **Article 29, Amendment and Duration**
  - For FY2027-2028, the parties agree that there will not be negotiations for "re-openers" unless otherwise specified in Article 23, Salaries, section 23.5(e), and Article 3, UFF Rights, or by mutual agreement.
  - Negotiations for the 2028–2031 Full Book Agreement will begin no later than February 1, 2028.

- **Article 32, Artificial Intelligence**
  - Establishes guidelines for the use of artificial intelligence at FSU by protecting faculty academic freedom and employment rights, ensuring appropriate training and transparency, safeguarding privacy and intellectual property, and requiring that AI not be used as the sole basis for employment decisions, workload reductions, or faculty displacement.

- **Memorandum of Agreement: In-Unit Chair Review Pilot Program**
  - Pilot program to provide a periodic performance review for tenured faculty serving as in-unit chairs. This would provide a comprehensive evaluation of their performance in their administrative duties and other areas of assignment.
- **Article 23, Salaries**
  - For FY 2026-2027:
    - 12% and 15% Promotional Increases
    - 3% Sustained Performance Increases for top ranked faculty with five (5) years of continuous service
    - Post-Tenure Review (3% Meets/5% Exceeds Expectations for Professors; $4,000 Bonus for Meets/ $6,000 Bonus for Exceeds Expectations for Associate Professors)
    - 1.0% Performance Increase (Across-the-Board)
    - $1,200 Performance Bonus
    - 0.50% Department Merit Pool
    - 0.7% ADI Increases
  - For FY 2027-2028:
    - 12% and 15% Promotional Increases
    - 3% Sustained Performance Increases for top ranked faculty with five (5) years of continuous service
    - Post-Tenure Review (3% Meets/5% Exceeds Expectations for Professors; $4,000 Bonus for Meets/ $6,000 Bonus for Exceeds Expectations for Associate Professors)
    - 1.0% Performance Increase (Across-the-Board)
    - $1,500 Performance Bonus

- 0.50% Department Merit Pool
- 0.7% ADI Increases

Article 3

UFF RIGHTS

3.1 Use of Facilities and Services.

(a) The UFF shall have the right to use university facilities for meetings and all other services on terms no less favorable than other organizations such as student organizations, honor societies, fraternities, sororities and alumni associations.

(b) The Board shall provide the UFF with the same office as the University is currently providing, unless the Board and the UFF mutually agree to other arrangements.

(c) The UFF's current use of university facilities and other services shall not be diminished.

3.2 Communications.

(a) UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards.

(1) Specific locations shall be mutually selected by the Board or its representatives and the local UFF Chapter in the course of consultation pursuant to Article 2, Consultation.

(2) All materials placed on the designated bulletin boards shall bear the date of posting, the signature of the UFF official authorizing the posting and may be removed by the Board or its representatives after having been posted for a period of thirty (30) days. In addition, such bulletin boards may not be used for election campaigns for public office.

(b) The Board shall place a link to the web site of the local UFF in mutually agreed upon places on the university web site.

(c) UFF faculty and faculty representatives may use existing university e-mail listservs to communicate electronically with faculty and the Board. In the event the UFF seeks to establish a new listserv it shall be a subject of consultation pursuant to Article 2, Consultation. Faculty who are e-mail recipients of the listserv shall have the right to have themselves removed from the listserv upon their written request.

(d) UFF may use the campus mails, subject to all applicable regulations of the United States Postal Service. The UFF may also use e-mail and any electronic message system, at no cost. The mails may not be used for election campaigns for public office, except that the UFF may announce endorsements made by the UFF or its affiliates.

(e) The Board shall not make reprisals of any kind against faculty members for engaging in any of the forms of communication described in this section.

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) faculty members designated by the UFF for the purpose of carrying out UFF's obligations in representing faculty members and administering this Agreement, including lobbying and other political representation. Such leave shall also be granted to up to three (3) faculty members for the entire summer term, upon written request by the UFF provided no later than March 15. The Board may refuse to honor any of the leave of absence requests if they are submitted after the deadline.

(b) No more than one faculty member per fifteen (15) faculty members per department/unit need be granted such leave at any one time, unless the Board and the UFF agree otherwise.

(c) The UFF shall reimburse the Board for the faculty member's salary, fringe benefits, and retirement.

(d) Faculty members on full-time leave under this paragraph shall be eligible to receive salary increases. Faculty members on less than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as other faculty members.

(e) The Board shall not be liable for the acts or omissions of said faculty members during the leave and the UFF shall hold the 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. However, such activity shall be considered university service, and the Board shall not use such activity against the faculty member in making personnel decisions.

3.4 Service Assignment.

(a) For Spring 2027, up to four (4) faculty members designated by UFF who are necessary to engage in UFF representational employee organization activities to include collective bargaining, administering the Agreement, participating in labor management committees, filing unfair labor practices or grievances and representing employees in investigatory interviews, disciplinary proceedings or appeals, as defined in 447.203(9)(i)-(m) and (19), F.S., shall be assigned up to 25% University service in their Assignment of Responsibilities for such union activities.

(b) Effective Fall 2027, faculty members designated by UFF, who are necessary to engage in UFF representational employee organization activities, to include collective bargaining, administering the Agreement, participating in labor management committees, filing unfair labor practices or grievances and representing employees in investigatory interviews, disciplinary proceedings or appeals, as defined in 447.203(9)(i)-(m) and (19), F.S., shall be assigned up to 25% University service per semester in their Assignment of Responsibilities for such union activities. The UFF will designate no more than ten (10) service assignments per academic year and is subject to the following conditions:

(1) In departments/units with fifteen (15) or fewer faculty members, no more than one faculty member shall receive the service assignment without consent of the department/unit supervisor.

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(2) The UFF shall provide the Board with a list of designees for the fall and spring terms no later than May 1 preceding the academic year.

(c) Nothing provided herein shall limit additional service assignments, unrelated to this provision, from being assigned.

(d) Permitted Use and Certification. Such union activities shall not be used for activities identified in sections 447.203(9)(a)-(h), Florida Statutes, including political or lobbying activity, membership solicitation, internal union governance, conferences or conventions, or other employee organization activities not included within the statutory definition of representational employee organization activities. By May 1 of each year, the UFF shall certify in writing that each designee's union service was used exclusively for representational employee organization activities as defined in sections 447.203(9)(i)-(m) and 447.203(19), Florida Statutes. Nothing in this paragraph prohibits the use of leave under Section 3.3 of the collective bargaining agreement or another lawful arrangement for activities not covered by this agreement.

3.54 Release Time.

(a) In accordance with Section 447.509(3)-(4), Florida Statutes, effective July 1, 2026, the Board or agents or representatives, or persons acting on its behalf, may not provide any form of compensation or paid leave to a public employee, directly or indirectly, for the purpose of engaging in employee organization activities. The actions permitted in Section 447.509(4), F.S., are permitted. Accordingly, while Section 447.509(3)-(4), F.S., is in effect, the release time provisions in Article 3.5(b)-(h) have no force or effect.

(1) If Section 447.509(3)-(4), F.S., is struck, enjoined, found preempted, or otherwise determined to be unenforceable by a court of competent jurisdiction, the Florida Public Employees Relations Commission acting within its statutory jurisdiction, or another adjudicative tribunal with jurisdiction over the parties, or is amended by the legislature to permit such compensation and release time, the release time provisions in Article 3.5(b)-(h) will be reinstated as outlined below and Article 3.4(a)-(h) will automatically sunset.

(2) If a court of competent jurisdiction, the Florida Public Employees Relations Commission acting within its statutory jurisdiction, or another adjudicative tribunal with jurisdiction over the parties and subject matter issues a final determination binding upon the Board and the UFF that specifically holds the union service time authorized by Section 3.4 (a-e) violates Section 447.509, F.S., Section 3.4 of the Agreement shall automatically reopen for bargaining without further notice by either party.

(b) The Board agrees to provide a total of sixteen (16) units of release time during each twelve-month period beginning with the fall semester of each year. It will provide the release time to full-time faculty members designated by the UFF for the purpose of carrying out the UFF's obligations in representing faculty members and administering this Agreement. The UFF may designate faculty members to receive release time during the academic year, subject to the following conditions:

(1) In departments/units with fifteen (15) or fewer faculty members, no more than one unit of release time shall be assigned without consent of the department/unit supervisor.

(2) The UFF shall provide the Board with a list of designees for the fall and spring terms no later than May 1 preceding the academic year. No fewer than four (4) units and no greater than six (6) units will be designated for each term. Upon approval of the designees by the Board, the designees shall serve for one (1) academic year or one term as designated by the UFF. Changes for the spring semester may be made upon written notification submitted by the UFF to the Board no later than October 15.

(c~~b~~) Release Time Units.

(1) Each "unit" of release time shall consist of a 25% reduction in the academic assignment per fall or spring semester for faculty members. Prior to the UFF notifying the Vice President for Faculty Development and Advancement of the list of designees, the potential designees shall consult with the chair or other immediate supervisor and determine the distribution of the reduction among teaching, research and service assignments so as to best serve the interests of the faculty member and the University. The reduction shall normally come from the teaching assignment, for faculty with teaching responsibilities. Exceptions shall be justified in a written statement signed by the faculty member and the immediate supervisor. Where the faculty member has a teaching assignment after the reduction in academic assignment and the schedule of classes will allow, the University shall arrange for Tuesday – Thursday teaching schedules for faculty members who are designated to receive release time for collective bargaining.

(2) A faculty member may receive more than one "unit" of release time per semester. Release 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 representation may be purchased by the UFF pursuant to Section 3.3.

(d~~e~~) Faculty members who are on leave of any kind, other than leave pursuant to Section 3.3, shall not be eligible to receive release time.

(e~~d~~) The Board may refuse to honor any of the release time requests submitted after the deadline.

(f~~e~~) Faculty members on release time shall be eligible for salary increases on the same basis as other faculty members. Their release time activities shall not be evaluated, but such release time shall be considered university service and the Board shall not use such activity against the faculty in making personnel decisions.

(g~~f~~) Faculty members on release time shall retain all rights and responsibilities as other faculty members but shall not be considered representatives of the Board for any activities undertaken on behalf of the UFF. The UFF agrees to hold the Board harmless for any claims arising from such activities, including the cost of defending against such claims.

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(hg) Summer.

(1) The Board agrees to provide UFF at least four (4) units and no more than six (6) units of release time assignments in increments of 0.25 FTE over thirteen (13) weeks, but not more than 16 units per year in accordance with 3.5(a) above. A faculty member may be designated for more than one unit increment. No more than one faculty member per fifteen (15) faculty members per department/unit may be designated to receive such release time, unless agreed to by the department supervisor.

(2) The UFF shall provide the Board with a list of requested designees no later than April 7th of the academic year preceding the summer term.

(3) All other provisions contained in Section 3.5, except 3.5(a) and (b), shall apply to summer release time.

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Article 10

PERFORMANCE EVALUATIONS

10.1 Purpose and Scope of Evaluation. The basic purpose of faculty evaluation is to recognize, reward, and improve faculty performance in the functions of teaching, research, service, and administrative and related duties that may be assigned.

10.2 Sources and Methods for Evaluation. Evaluations shall be based only upon assigned duties and shall carefully consider the nature of the assignments and quality of the performance. Evaluations shall be based upon the assignments of responsibility, as described in Article 9, and any dual compensation appointments, if applicable, for the period under evaluation, and shall take into account the proportions, duties and nature of the assignments.

(a) All evaluations shall be performed during the spring semester and shall take into account performance of assigned duties over a period consistent with approved department criteria and may include multiple years. For faculty members who have been employed at the University less than that period, the annual evaluation shall take into account their performance since the start of employment at the University.

(b) An evaluation may only be changed through the appeal process as outlined in the provisions of this article or through other provisions of the Agreement.

(c) The faculty of each department/unit shall develop and maintain specific written criteria and procedures by which to evaluate faculty members consistent with the criteria specified in this Article and subject to the approval of the unit's dean. These criteria and procedures shall be the sole basis upon which faculty performance is measured.

(d) Development Process for Criteria and Procedures. If criteria and procedures for evaluating faculty performance are not on file, they shall be developed. If such criteria and procedures are already on file, the faculty of the department/unit shall review and revise them after ratification of this Agreement.

(1) The department/unit administrator shall discuss with the department/unit faculty members who are to participate in the development or revision process the existing criteria and procedures of the department/unit, the mission and goals of the department/unit and the University, the provisions of the BOT-UFF Collective Bargaining Agreement, and relevant state law. A copy of the BOT-UFF Collective Bargaining Agreement and the relevant portions of state law shall be provided to each department/unit at the outset of the process.

(2) These criteria and procedures, and any revisions thereof, shall be recommended by a secret ballot vote of a majority of the faculty members in the department/unit.

(e) These criteria and procedures shall

(1) Be consistent with the criteria and procedures specified in this Article and with all

the other provisions of this Agreement.

(2) Satisfy all provisions of Article 23 with regard to department/unit criteria and evaluative procedures for the distribution of merit-based salary increases.

(3) Be adaptable to various assigned duties, so that all faculty have an equal opportunity to earn favorable performance evaluations. The criteria must provide that the FTE allocated to each part of the faculty member's annual assignment shall be used to weight the performance of each part for determination of the overall assessment of performance/merit.

(4) Take into consideration the department's mission and reasonable expectations for different classifications/ranks, experience, and stages of career.

(5) Provide for a peer review component in the annual evaluation.

(6) Specify a new effective date.

(7) Be detailed enough that any reasonable faculty member can understand what performance is required to earn each performance evaluation rating.

(8) Ensure that faculty members on approved leave are not penalized in the evaluation process.

(9) Faculty members in Departments/Units that used a five-point scale for criteria for evaluations prior to Fall 2024 shall review the criteria and update their bylaws or develop written criteria, based on a four-point scale.

(f) The criteria and procedures shall be periodically reviewed by the faculty for consistency, revised as appropriate, and subjected to a reaffirmation ballot whenever a change is made to this Article. Subsequent revisions may be initiated by a majority vote of at least a quorum of the faculty members subject to evaluation or upon the initiative of the department/unit administrator.

(g) Departments/units are encouraged to exchange and discuss drafts of their faculty evaluation criteria and procedures during the formulation and revision processes.

(h) Approval Process.

(1) Deans shall review and approve proposed criteria and then send the proposed criteria to the University President or representative for review to ensure that they comply with the provisions of this Article. The President or representative shall notify the college and department/unit of approval or non-approval within sixty (60) days of receipt, if practicable. However, final notification shall occur no later than ninety (90) days after receipt. In the case of a non-approval, the notification will provide a written statement of reasons.

(2) In the case of non-approval, the department/unit has ninety (90) days after notification to revise and resubmit the proposal, and the President or representative shall review it within sixty (60) days of receipt and notify the department of approval or non-approval, and in the case of non-approval, provide a written statement of reasons. In the event that the next version is also not approved, the criteria shall be forwarded to the Vice President for Faculty Development and Advancement who will resolve any discrepancies and the criteria and procedures shall be imposed.

(i) Approved or imposed faculty evaluation criteria and procedures, and revisions thereof, and any related recommendations shall be kept on file in the department/unit and college offices,

in the Office of Faculty Development and Advancement, and posted on the department/unit and college/unit websites. Faculty members in each department/unit shall be provided a copy of that department's/unit's current faculty evaluation criteria and procedures at the start of the spring semester.

(j) No faculty member shall be evaluated according to new criteria and procedures prior to the President or representative's final approval of these criteria and procedures or until they are imposed by the Vice President for Faculty Development and Advancement.

(k) No evaluations shall require a forced or pre-specified distribution of ratings.

10.3 Annual Evaluations. Annual performance evaluations shall be based upon the assignments of responsibility, as described in Article 9, for the period under evaluation, and shall take into account the proportions, duties and nature of the assignments. The faculty member's history of annual evaluation summary forms, narratives, optional responses, and letters of progress towards promotion shall be considered in recommendations and final decisions on promotions and appointment and non-reappointment.

(a) Sources for Annual Evaluations. In preparing the annual evaluation, the person(s) responsible for evaluating the faculty member may consider, in light of the department/unit's faculty evaluation criteria, pertinent information from the following sources: immediate supervisor, peers, students, faculty member/self, other University officials who have responsibility for supervision of the faculty member, and individuals to whom the faculty member may be responsible in the course of a service assignment, including public school officials when a faculty member has a service assignment to the public schools. For preparation of annual evaluations, data or metadata generated outside of the university may only be used when approved by the faculty and included in the department/unit's faculty evaluation criteria.

(b) Teaching effectiveness. Includes effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, and direct consultation with students.

(1) The evaluation shall include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students' critical thinking and/or creative abilities, the development or revision of curriculum and course structure, and adherence to accepted standards of professional behavior in meeting responsibilities to students.

(2) The evaluation shall include consideration of class size format, preparation time, whether the course is required or elective, availability of assistance, and other University teaching duties, such as advising, counseling, supervision of interns, or duties described in a Position Description, if any, of the position held by the faculty member.

(3) The teaching evaluation must take into account any relevant materials submitted by the faculty member. Examples of such materials include class notes, syllabi, student exams and assignments, supplementary material and peer evaluations of teaching. The teaching evaluation may not be based primarily on student perceptions when additional information has been made available to the evaluator.

(4) Observation/Visitation.

a. The faculty member, if assigned teaching duties, shall be notified at least two (2) weeks in advance of the date, time, and place of any direct classroom observation or visitation (including visitation or monitoring of a course website) made in connection with the faculty member's annual evaluation. If the faculty member determines that this date is not appropriate, because of the scheduled class activities, the faculty member and the person(s) responsible for performing the observation or visitation will mutually agree upon an alternate date.

b. Upon request, a faculty member is entitled to an evaluation of teaching based on direct observation or visitation by one or more peers.

c. Whenever a person conducts a classroom visit for the purpose of evaluation, a report of his/her observations must be submitted to the faculty member within ten (10) working days of the observation. Otherwise, nothing from the visit may be used in the evaluation process.

i. The report must suggest corrective actions for any shortcoming that is identified.

ii. No corrective actions that impinge upon academic freedom may be suggested.

d. A faculty member who challenges an observation report may choose a colleague to observe his or her class and submit a report. The colleague may be from the same department/unit, from a department/unit with a compatible discipline, a retired colleague, or a colleague in the discipline from another university. Such a report shall be given equal consideration with other reports of classroom visitation.

(c) Contribution to the discovery of new knowledge. Includes development of new educational techniques, and other forms of creative activity.

(1) Evidence of research and other creative activity shall include, but not be limited to, published books, chapters in books, articles in refereed and un-refereed professional journals, musical compositions, exhibits of paintings and sculpture, works of performance art, papers presented at meetings of professional societies, reviews, and research and creative activity that has not yet resulted in publication, display, or performance.

(2) The evaluation shall include consideration of the faculty member's productivity, including the quality and quantity of the faculty member's research and other creative programs and contributions during the period under evaluation. The evaluation of quality shall include consideration of recognitions by the academic or professional community.

(d) Service. Evaluation of service shall include consideration of contributions to:

(1) the orderly and effective functioning of the faculty member's academic unit (program, department, school, college) and/or the total University, including participation in regular departmental or college meetings;

(2) the University community, including participation in the governance processes of the institution through significant service on University committees and councils, in UFF activities, and in Faculty Senate activities;

(3) the local, state, regional and national communities, and scholarly and professional associations, including participation in professional meetings, symposia, conferences, workshops, service on local, state, and national governmental boards, agencies and commissions; and service to public or private schools;

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(4) other assigned University duties, such as academic administration, of the position held by the faculty member. Evaluations for department chairs should consider responsibilities of the chair such as departmental planning and goal setting, assignment of work responsibilities and resources, fiscal responsibilities, recruitment and hiring, mentoring, evaluation of faculty, handling of personnel issues involving faculty and staff, academic program responsibilities, implementation of University policy, and communication both within the department and with administrators regarding the department;

(5) such other responsibilities as may be appropriate to the assignment.

(e) These criteria may be elaborated, augmented, and refined by recommendation of the faculty of the department/unit, as provided in this Article.

(f) Methods for Annual Performance Evaluations

(1) Evaluator. The evaluator will normally be the administrator of the department/ unit in which the faculty member holds an appointment at the time the evaluation is performed. Faculty members holding concurrent appointments in more than one department/unit shall be evaluated by the administrators of each unit in which they hold an appointment. Faculty members earning or holding tenure in a unit in which they do not hold an appointment shall also be evaluated by the administrator of the unit in which they are earning or hold tenure.

a. Department/unit administrators who are faculty members shall be evaluated by their respective deans.

b. Each evaluator shall be familiar with the provisions of this Agreement, any applicable Florida Statutes and Board policies, and the department/unit criteria and procedures specified by this Article for the annual evaluation of the faculty.

(2) The performance of faculty members, other than those who have received notice of non-reappointment under Article 12 or are not entitled to receive notice of non-reappointment under Article 12, shall be evaluated. The evaluation shall be consistent with the criteria specified in Section 10.2.

(3) Evidence of Performance Report. The administrator responsible for the annual evaluation shall request each member of the faculty to submit to him or her, annually, a report of Evidence of Performance in teaching, research or creative activities, service, and other University duties where appropriate.

a. The Evidence of Performance report (EOP) shall be submitted after the end of each calendar year, and shall cover the preceding calendar year.

b. Each department/unit shall specify in detail the required format and minimal content of the EOP, pursuant to this section.

c. The EOP shall also include any interpretive comments or supporting data that the faculty member deems appropriate in evaluating his or her performance.

d. The EOP may include a Work Impact Statement to describe adverse external factors (e.g., lab shutdowns, loss of funding) that have had an impact on a faculty member's productivity during the review period. Faculty have the option to document these circumstances with an explanation of how their professional work has been impacted (e.g., limited access to research facilities, pivot in research direction due to change in sponsor priorities or policy, reduced

research and writing time, inability to fund graduate students). The statement should omit protected health information and should limit personal information to include only that which is necessary to contextualize the situation. Work impact statements included in EOP reports will be part of faculty materials for subsequent promotion, tenure, and post-tenure reviews, as appropriate. Faculty may also note disruptions to their productivity in their CV.

e. Any materials required for the EOP that depend on the University administration shall be provided to the faculty member no less than fourteen (14) days prior to the date upon which the Evidence of Performance report is due.

f. If a faculty member fails to submit an EOP report (after notification of such failure), this may result in an overall evaluation of "Does Not Meet Expectations."

(4) Those persons responsible for supervising and evaluating shall endeavor to assist the person being evaluated in correcting any performance deficiencies reflected in the evaluation.

a. The supervisor may informally coach or counsel faculty with the goal of improving performance. Such advice is not disciplinary, nor may it be part of the evaluation file.

b. The supervisor may offer advice for improvement in the annual Progress towards Promotion letter and/or the annual Narrative Report.

c. The supervisor may create a structured improvement plan via a Performance Improvement Plan (PIP) as outlined in Section 10.5(b)(3).

(5) The Annual Performance Evaluation shall provide for an assessment of performance for each faculty member using the following ratings:

a. Exceeds Expectations
b. Meets Expectations
c. Official Concern
d. Does Not Meet Expectations

10.4 Merit Evaluations.

(a) The determination of meritorious performance for the distribution of funds allocated for merit-based salary increases pursuant to Article 23 shall be according to each department/unit's faculty evaluation criteria and procedures developed pursuant to this section, which must be consistent with the criteria for faculty evaluation specified elsewhere in this Article. All faculty members will be reviewed for merit.

(b) These criteria and procedures may include any refinements of the methods for the distribution of salary increase funds that are permitted by Article 23 and are based on a period of time consistent with approved department criteria, which may include multiple years of performance.

(c) Merit distribution criteria:

(1) Must define meritorious performance as "performance that meets or exceeds the expectations for the position classification and department/unit."

(2) May permit, but not mandate, a merit pay award for all members of the department/unit.

(3) Must establish distinctive levels of merit reflecting the differences in performance.

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(d) Merit distribution plans are subject to the approval of the department chair (or in non-departmentalized units, the dean). If the chair makes any changes to the merit distribution plan proposed by a faculty evaluation committee, she/he shall report such changes to the faculty evaluation committee, if there is such a body. The original merit distribution plan along with any recommendations by the chair shall be submitted to the dean and the provost or designee. The dean and the provost or designee provide final approval of merit distribution plans. Any changes at this level to the merit distribution plan shall be reported to the chair by the dean's office, and the chair will inform the faculty evaluation committee, if there is such a body.

10.5 Annual Evaluation Reporting Procedures

(a) Evaluation Summary Form. The evaluator shall annually prepare the faculty member's written annual performance evaluation on the Annual Evaluation Summary Form provided in Appendix "F." The completed form and its attachments comprise the annual evaluation report.

(1) This Evaluation Summary Form and its attachments shall be distributed to the faculty member no later than June 15.

(2) Faculty members holding joint appointments in other areas, departments or divisions shall be evaluated concurrently using the same criteria and procedures as other faculty in the department/unit. Each evaluator shall evaluate the faculty member only with respect to principal duties within that department/unit. Such concurrent summaries shall be forwarded to the administrator responsible for review of evaluations for the department/unit as specified in (c) below.

(3) Faculty members eligible for promotion or for tenure (except for Assistant Professors in the years in which they receive their Tenure Review Report, as outlined in Section 15.3(e)(2)) shall be apprised annually in writing of progress towards promotion or tenure in order to provide assistance and counseling in working toward that goal. This appraisal shall be included as a separate section in the narrative accompanying the annual evaluation, or as a separate narrative, as outlined in Article 10.5(a)(4).

(4) All faculty members, including those ineligible for promotion, shall receive a narrative evaluation appended to the Evaluation Summary Form.

(5) The provision on the Annual Evaluation Summary Form under the heading "TEACHING" for certification of Spoken English Competency shall be utilized only:

a. to certify competency following completion of options for remediation specified following an "Official Concern" evaluation in this area given either in the previous annual evaluation or with an original appointment, or

b. to call into question a previous certification of competency.

(6) If "Official Concern" is noted in the Spoken English Competency category, options for remediation shall be in writing with a copy attached to the Annual Evaluation Summary Form.

(7) The evaluation report shall be signed and dated by the person performing the evaluation.

(b) Discussion. After completion of the Annual Evaluation Summary Form, the evaluator shall discuss the Summary with the faculty member concerned.

(1) The faculty member may attach to the Summary any statement he or she desires. That

appended statement will become part of their permanent file and may be seen by anyone who evaluates that file (e.g., members of the University Promotion and Tenure Committee).

(2) The persons responsible for supervising and evaluating shall endeavor to assist the person being evaluated in correcting any performance deficiencies reflected in the evaluation.

(3) In the case of an evaluation rating of "Does Not Meet Expectations," the evaluator shall fully document the rating prior to discussion with the faculty member. Faculty members whose overall performance in any given year or whose performance in any single domain (i.e. research, teaching or service) in three (3) or more of the previous six (6) evaluations is rated below "Meets Expectations", may be placed on a Performance Improvement Plan (PIP). A PIP shall be developed in one or more areas of assigned duties. The PIP shall be developed by the faculty member's supervisor in concert with the faculty member and shall be written. It shall include specific performance goals and timetables to assist the faculty member in achieving at least a "Meets Expectations" rating. Specific resources identified in an approved PIP, shall be provided by the department/unit. Examples of recommendations/resources include, but are not limited to: audit a course; participate in a webinar or webcast; work with or observe the work of an outstanding professor; etc. If the faculty member and the supervisor are unable to agree on the elements of the PIP, the dean shall make the final determination on the elements of the PIP. The PIP shall be approved by the President or representative and attached to the Annual Evaluation Summary Form. The supervisor shall meet periodically with the faculty member to review progress toward meeting the performance goals. It is the responsibility of the faculty member to successfully complete the PIP.

(4) After discussion is completed and attachments made, the faculty member will indicate that the evaluation has been reviewed by signing the Annual Evaluation Summary Form and indicating the number of pages attached to it. The required signature of the person being evaluated certifies that the required discussion of the rating has taken place. It does not imply that the person being evaluated has agreed with the rating. Those not agreeing should be referred to the procedure for appealing an Annual Evaluation Summary, in Section 10.7.

(5) A copy of the Annual Evaluation Summary Form and attachments shall be made available to the person being evaluated.

(c) Review. The Annual Evaluation Summary Form and attachments shall be reviewed by the appropriate administrative officer. The reviewer will normally be the dean of the college in which the faculty member holds the faculty position. When the dean of a college is the evaluator, the Annual Evaluation Summary shall be reviewed by the Vice President for Faculty Development and Advancement.

(1) Upon the completion of the discussion with the faculty member, the Annual Evaluation Summary Form and attachments shall be forwarded to the appropriate reviewer.

(2) The reviewer shall sign the Annual Evaluation Summary Form and attachments if he or she agrees with it.

(3) If the reviewer disagrees, he or she may discuss the area of disagreement with the evaluator, at which time two courses of action are available to the reviewer: The reviewer may submit his or her own Evaluation Summary Form and attachments or may revise the original. When the reviewer prepares his or her own Faculty Evaluation Summary, the original Evaluation

Summary Form and attachments must be appended to the reviewer's summary.

10.6 Disposition of the Evaluation Summary Form and attachments.

(a) After the Evaluation Summary Form and attachments have been reviewed and signed by the appropriate reviewer(s), they shall be forwarded to the Vice President for Faculty Development and Advancement and retained in the faculty member's official evaluation file. The contents of the faculty evaluation file shall be confidential and shall not be disclosed except to the faculty member evaluated and those whose duties require access.

(b) For faculty holding joint appointments copies of all evaluations shall be filed in the official evaluation file.

10.7 Provision for Appeal of Annual Evaluations

(a) If a faculty member is not satisfied with the Evaluation Summary prepared by the evaluator (department chair or equivalent), including the determination of failure to successfully complete a PIP, the faculty member may ~~register~~submit ~~his or her disagreement~~a response in writing. ~~and~~On receipt, the custodian of the evaluation file shall attach it to the Evaluation Summary to be placed in the evaluation file.

(b) In addition, the faculty member may submit a written request for review of the evaluation by writing to the appropriate higher-level reviewer (dean or equivalent) within thirty (30) days after being informed of the evaluation. This request should include a copy of the faculty member's written response. ~~In colleges without departments, the written request for review of the evaluation is sent to the Vice President for Faculty Development and Advancement.The reviewer, like the evaluator, shall have complete freedom of action, consistent with this Agreement, in seeking to settle or resolve differences concerning evaluations and presumably his or her efforts will be largely conciliatory.~~The reviewer shall meet with the faculty member to discuss the request within fifteen (15) days of receipt of the written request for review. Within fifteen (15) days of receipt of the written request, the reviewer shall reach a decision and report it to the faculty member.

(c) If the faculty member is not satisfied with the reviewer's decision, the faculty member may submit a written request to the Vice President for Faculty Development and Advancement or designee within 15 days after the reviewer's decision. The Vice President for Faculty Development and Advancement or designee will meet with the faculty member within (15) days of receipt of the written request for review. Within (15) days of receipt of the written request, the Vice President of Faculty Development and Advancement or designee shall reach a decision and report it to the faculty member.

(d) In colleges without departments, when the dean serves as the evaluator, the written request for review of the evaluation is sent to the Vice President for Faculty Development and Advancement or designee.

(~~e~~e) If the faculty member is not satisfied with the ~~reviewer's~~Vice President for Faculty Development and Advancement's or designee's decision, the faculty member may request in

writing a review from the Provost or designee within fifteen (15) days after the ~~reviewer's~~Vice President for Faculty Development or designee's decision. Within fifteen (15) days of receipt of the written request, the Provost or designee shall reach a decision and report it to the faculty member.

(f) At all levels of the appeal process, the person conducting the review, like the original evaluator, shall have complete freedom of action, consistent with this Agreement, in seeking to settle or resolve differences concerning evaluations and presumably the reviewer's efforts will be largely conciliatory.

(g) Should the original evaluation be amended during this process, the original evaluation and its attachments will be removed from the evaluation folder and replaced with the amended evaluation.

10.8 Proficiency in Spoken English. No faculty member shall be evaluated as deficient in oral English language skills unless proved deficient in accordance with the appropriate procedures and examinations for testing such deficiency.

(a) Faculty members involved in classroom instruction, other than in courses conducted primarily in a foreign language or courses not requiring facility in spoken English, who are found by their supervisor, as part of the annual evaluation, to be potentially deficient in English oral language skills, shall be tested in accordance with appropriate procedures and examinations established herein for testing such skills. No reference to an alleged deficiency shall appear in the annual evaluation or in the personnel file of a faculty member who achieves a satisfactory examination score determining proficiency in oral English as specified in the rule (currently "50" or above on the Test of Spoken English).

(b) Faculty members who score at a specified level on an examination established herein for testing oral English language skills ("45" on the Test of Spoken English), may continue to be involved in classroom instruction up to one (1) semester while enrolled in appropriate English language instruction, as described in paragraph (d) below, provided the appropriate administrator determines that the quality of instruction will not suffer. Only such faculty members who demonstrate, on the basis of examinations established by statute and rule, that they are no longer deficient in oral English language skills may be involved in classroom instruction beyond one (1) semester.

(c) Faculty members who score below a minimum score on an examination established herein for determining proficiency in oral English (currently "45" on the Test of Spoken English) shall be assigned appropriate non-classroom duties for the period of oral English language instruction provided by the Board under paragraph (d) below, unless during the period of instruction the faculty member is found, on the basis of an examination specified above, to be no longer deficient in oral English language skills. In that instance, the faculty member will again be eligible for assignment to classroom instructional duties and shall not be disadvantaged by the fact of having been determined to be deficient in oral English language skills.

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(d) It is the responsibility of each faculty member who is found, as part of the annual evaluation, to be deficient in oral English language skills by virtue of scoring below the satisfactory score on an examination established herein to take appropriate actions to correct these deficiencies. To assist the faculty member in this endeavor, the Board shall provide appropriate oral English language instruction without cost to such faculty members for a period consistent with their length of appointment and not to exceed two (2) consecutive semesters. The time the faculty member spends in such instruction shall not be considered part of the individual assignment or time worked, nor shall the faculty member be disadvantaged by the fact of participation in such instruction.

(e) If the Board determines, as part of the annual evaluation, that one (1) or more administrations of a test to determine proficiency in oral English language skills is necessary, in accordance with this section, the Board shall pay the expenses for up to two (2) administrations of the test. The faculty member shall pay for additional testing that may be necessary.

10.9 Employee Assistance Programs. Neither the fact of a faculty member's participation in an employee assistance program nor information generated by participation in the program shall be used as evidence of a performance deficiency within the evaluation process described in this Article, except for information relating to a faculty member's failure to participate in an employee assistance program consistent with the terms to which the faculty member and the Board have agreed.

10.10 Post-Tenure Review. The university will proceed with Post-Tenure Review in compliance with applicable laws and regulations, including the Board of Governors Regulation 10.003(4)(f) and (i). If the Board of Governors Regulation 10.003 or Florida Statutes Section 1001.706(6)(b) is modified, overturned, or enjoined by a court of competent jurisdiction Article 10.10 Post-Tenure Review will be nullified.

(a) Definitions: The following definitions apply for the purposes of Post-Tenure Review~~for 2024-2025~~.

(1) Tenure – Article 15.1(b) states that tenure means a faculty member "shall have the status of a permanent member of the faculty and remain in the employment of the University, guaranteed annual reappointment for the academic year" until s/he resigns, retires, is laid off, or "terminated for just cause in accordance with the provisions of Article 16 Disciplinary Action and Job Abandonment of this agreement."

(2) Administrative Role – a position or role at FSU in which a tenured faculty member is in of the following positions:

a. Chairs or equivalent,
b. Deans, and
c. Assistant/Associate Vice Presidents and above.

~~Chairs or equivalent in the bargaining unit will be reviewed annually per the BOG regulation and provisions of this Collective Bargaining Agreement.~~

(3) Eligible Faculty Member – a faculty member who has been tenured or promoted to Full Professor at FSU for five years or more. Not included in this definition are tenured faculty members who are in Administrative Roles listed above, have submitted a letter of

resignation/retirement, are active candidates for promotion from Associate to Full Professor, or have been subjected to Post-Tenure Review in the past four years.

(4) Materials – items specified under 10.10(f) prepared by an Eligible Faculty member, and subsequently supplemented by the department chair/unit head and dean, highlighting the Eligible Faculty Member's accomplishments, and demonstrating performance relative to assigned duties for the Review Period. Subsequent responses to deans' and chairs' letters by the Eligible Faculty Member will also be included.

(5) Review Period – the Review Period shall be the five (5) calendar years previous to the spring Post-Tenure Review.

(6) Performance Rating Scale – as defined by the Board of Governors Regulation 10.003(4)(f) and (i).

(b) Selection of Eligible Faculty Members

(1) All Eligible Faculty members who were tenured, hired with tenure on appointment, or promoted to Full Professor with an effective date of Fall 2019 participated in Post-Tenure Review in Spring 2024.

(2) In addition, 20% of Eligible Faculty Members who were tenured (including those hired with tenure on appointment) or promoted to Full Professor prior to Fall 2019 were included in Post-Tenure Review in Spring 2024. Eligible Faculty members were offered the opportunity to volunteer to participate in the 2024 review. Sufficient numbers of faculty volunteered to meet the target of 20% of Eligible Faculty.

(c) Criteria for Determining the Performance Rating

(1) In conducting Post-Tenure Review, the University shall not consider or otherwise discriminate based on a faculty member's political, or ideological view, or properly disclosed and approved outside activities of field of study. The Post-Tenure Review shall abide by the Academic Freedom and Responsibility Article 5 and Nondiscrimination Article 6.2 of the CBA.

(2) Criteria for Post-Tenure Review Ratings. Because of the variety of academic disciplines in the university and the differences in the nature of the work tenured faculty do across disciplines, the relevant evidence in support of Post-Tenure Review ratings will vary across academic disciplines. The criteria shall consider research, teaching, and service. Deans and the Provost must take into consideration the criteria used by academic units for the annual evaluation of faculty.

(3) Examples of evidence to support the rating of Exceeds Expectations include awards, honors, annual evaluations, and meeting criteria identified by academic units as meritorious performance in the units' bylaws and relative to the faculty member's AOR.

(4) Examples of evidence to support the rating of "Meets Expectations" shall include annual evaluation criteria relative to the academic units' bylaws and relative to the faculty member's AOR.

(5) Examples of evidence to support the rating of "Does Not Meet Expectations" shall include previous annual evaluation ratings of "Official Concern" and "Does Not Meet Expectations" and include annual evaluation criteria relative to the academic units' bylaws and relative to the faculty member's AOR.

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(6) Examples of evidence to support the ratings of Unsatisfactory include annual evaluation criteria relative to the academic units' bylaws and relative to the faculty member's AOR, evidence of failure to follow previous written feedback on performance or conduct, and evidence of performance that involves incompetence or misconduct, in accordance with Article 16, Disciplinary Action and Job Abandonment and applicable university regulations and policies.

(7) There shall be no quotas on the distribution of Post-Tenure Review ratings.

(d) Timing and Selection of Reviews Subsequent to 2024.

(1) In addition to inclusion of tenured faculty in their fifth (5^{th}) year following the award of tenure or their promotion to Full Professor, each Spring Semester in 2025, 2026, 2027 and 2028 approximately 20% of the tenured faculty of the University who were tenured prior to 2019 and who have not yet been subject to Post-Tenure Review will be randomly selected for Post-Tenure Review, subject to college proportionality. A faculty member may request to be included in the upcoming Post-Tenure Review process if they would have been eligible to receive a Sustained Performance Increase in August 2024 or August 2025.

(2) The process for random selection and any algorithm used will be disclosed to the UFF before faculty are selected to be reviewed.

(3) Beginning in Spring Semester 2029, each tenured faculty member will be subject to Post-Tenure Review in the fifth year following their tenure award, latest promotion, hire date (if hired with tenure) or latest Post-Tenure Review, whichever is more recent.

(e) Postponement of Post-Tenure Review.

(1) A faculty member's Post-Tenure Review may be postponed, upon approval by the Provost or designee, for extenuating circumstances, including but not limited to being on approved extended leave (e.g., FMLA, parental leave, or leave of absence), being on a sabbatical, or having served in an Administrative Role or as chair or equivalent during the Review Period. To request a year-long postponement, faculty members must submit a Postponement Request Form by the specified deadline. All requests shall be reviewed by the Provost or designee. The same standards for granting postponement requests shall apply to all faculty members.

(f) Participants and Their Responsibilities.

(1) Participating faculty members shall prepare and submit the following materials to the department chair/school director (or to the dean for chairs/directors and colleges without departments or schools):

a. Faculty members shall submit the FEAS Post-Tenure Review Report. The FEAS Post-Tenure Review Report shall, for the reporting period, consist of:

i. The Curriculum Vita (CV)

ii. The Assignment of Responsibilities (AOR)

iii. SPCI reports, grade distributions, and other evidence of effective teaching.

b. Faculty members shall submit a summary of their accomplishments (1-page limit; required) for the Review Period. They may also provide additional evidence of explanation of their teaching, research and service accomplishments and performance (3-page limit; optional).

(2) Department chairs/school directors shall prepare and submit to deans a report for each

participating faculty member, including the following:

a. Annual Evaluations for the Review Period. This includes narratives and the summary forms.

b. Substantiated findings of any investigations that resulted in disciplinary action due to misconduct or incompetence, which includes noncompliance with university policies or applicable laws or regulations within the scope of their university employment during the review period. This information will be provided by the Office of Faculty Development and Advancement.

c. A letter assessing their performance for the Review Period (for in-unit faculty this shall include input from a faculty committee). This letter shall include reference to the section 10.10(c) "Criteria for Determining the Performance Rating".

(3) Participating faculty members may review their Materials, including additions by their chair/director, and shall have up to five days to provide a response that will be included in the participating faculty member's Materials. This response may include any explanations of disciplinary actions or negative evaluations, including timelines and any steps that were taken to improve.

(4) Deans shall submit to the Provost a report for each faculty member under review that includes the following information:

a. A letter assessing the performance of each faculty member. The Deans shall be encouraged to include input from a college committee of tenured faculty.

b. A rating of each faculty member using the Performance Rating Scale. The rating shall take into consideration the participating faculty member's annual evaluations for the review period.

(5) Participating faculty members may review their Materials, including additions by their dean, and shall have up to five days to provide a response that will be included in the participating faculty member's Materials.

(6) The Provost shall review ~~supplemented~~Materials received from the dean, including the dean's recommended performance rating, which the Provost will accept, reject, or modify. The Provost will rate the Eligible Faculty Member's performance using the Performance Rating Scale in consultation with the President and, if requested by the Provost, with input from a faculty advisory committee. The Provost shall notify in writing all faculty members under review of their ratings, justification, and outcomes.

(g) Outcomes from Post-Tenure Review.

(1) Faculty members with the rating of "Meets Expectations" or "Exceeds Expectations" will receive a monetary reward as specified in Article 23, Salaries.

(2) Faculty members who receive a rating of "Does Not Meet Expectations" shall be placed on a Performance Improvement Plan (PIP) in accordance with the BOG Regulation 10.003 (5)(c). Additionally, the drafter of the PIP may consider changes to the faculty AOR to better suit the strengths of the faculty member and the needs of the University. The faculty member shall have a period of 12 months to achieve the requirements of the PIP. If any faculty member placed on a PIP does not meet the requirements of the PIP by the stated deadline, the Provost shall issue a notice of intent to terminate employment of such faculty member, pursuant to applicable

University processes.

(3) For faculty members who receive an "Unsatisfactory" rating from the Provost, the Provost shall issue a Notice of Intent to Terminate letter in accordance with BOG Regulation 10.003(5)(d). Any proposed termination will be in accordance with Article 16 of the CBA.

(4) Final decisions from the Post-Tenure Review process may be appealed via the applicable collective bargaining agreement (CBA) or to the Faculty Senate Grievance Committee. In-unit faculty members may file a grievance pursuant to the CBA. Florida Statute Sec. 1001.741(2) prohibits arbitration on decisions relating to Post-Tenure Review. Should this legal prohibition become invalidated, arbitration will be governed pursuant to Article 20.

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Article 17

LEAVES

17.1 Policy and Leave Topics

(a) Policy. Leave is provided in a variety of forms to meet needs of both the University and faculty members and to comply with applicable laws.

(b) Leave Topics in this Article

(1) Requests for Leave / Extension and Return from Leave (17.2)
(2) Accrual During Leave with Pay (17.3)
(3) Tenure Credit During Periods of Leave (17.4)
(4) Holidays (17.5)
(5) Family and Medical Leave Act (FMLA) Entitlements (17.6)
(6) Parental Leave, Paid and Unpaid (17.7)
(7) Leaves Due to Illness/Injury including Sick Leave (17.8)
(8) Annual Leave (Paid Vacation) (17.9)
(9) Administrative Leaves (17.10)
    a. Jury Duty and Court Appearances (17.10(a))
    b. Leave Pending Investigation (17.10(c))
    c. Other Leaves Not Affecting Leave Balances (17.10(d))
    d. Official Emergency Closings (17.10(e))
    e. Bereavement Leave (17.10(f))
(10) Military Leave (17.11)
(11) Further Provisions on Leave Without Pay (17.12)

17.2 Requests for Leave or Leave and Return from Leave.

(a) For a leave of one (1) semester or more, a faculty member shall make a written request not less than 120 days prior to the beginning of the proposed leave, if practicable.

(b) For an extension of a leave of one (1) semester or more, a faculty member shall make a written request not less than sixty (60) days before the end of the leave, if practicable.

(c) The University shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.

(d) An absence without approved leave or extension of leave shall subject the faculty member to the provisions of Section 16.7.

(e) A faculty member's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of Section 17.6.

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(f) A faculty member who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University and the faculty member agree in writing to other terms and conditions. The return from FMLA leave shall be in accordance with Section 17.6.

17.3 Accrual During Leave with Pay.

A faculty member shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical or professional development programs. If a faculty member is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the faculty member shall accrue leave in proportion to the pay status.

17.4 Tenure Credit During Periods of Leave.

Semester(s) during which a faculty member is on compensated or uncompensated leave shall not be creditable for the purpose of determining eligibility for tenure, except by mutual agreement of the faculty member and the University. In deciding whether to credit such leave toward tenure eligibility, the President or representative shall consider the duration of the leave, the relevance of the faculty member's activities while on such leave to the faculty member's professional development and to the faculty member's field of employment, the benefits, if any, which accrue to the University by virtue of placing the faculty member on such leave, and other appropriate factors.

17.5 Holidays.

(a) A faculty member shall be entitled to observe all official holidays designated in accordance with Section 110.117, Florida Statutes. No classes shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.

(b) Supervisors are encouraged not to require a faculty member to perform duties on holidays; however, a faculty member required to perform duties on holidays shall have the faculty member's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.

17.6 Family and Medical Leave Act (FMLA)

(a) The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the federal law providing eligible faculty members an entitlement of up to twelve (12) work weeks (480 hours) of continuous or intermittent leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the faculty member to take leave without pay; where University policies permit, faculty members may use accrued leave with pay during any qualifying family or medical leave. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the faculty member through the FMLA.

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(b) FMLA Leave Entitlements.

(1) In the University, a faculty member, whether salaried or paid from Other Personnel Services (OPS), is entitled to twelve (12) work weeks of FMLA leave within a rolling twelve (12) month period, measured backward, for any qualifying family or medical leave. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

(2) If an eligible faculty member elects to take Parental Leave in accordance with the provisions of Section 17.7, up to twelve (12) work weeks of such leave may be counted against that faculty member's FMLA entitlement.

(c) Accounting for the Use of FMLA Leave in a Twelve-Month Period.

(1) A rolling twelve (12) month period is used to count the twelve (12) work weeks referred to in (b) above.

(2) An eligible faculty member's entitlement to leave for a birth or placement for adoption or foster care expires at the end of a twelve (12) month period beginning on the date of the birth or placement of the child.

(d) Use and Approval of FMLA Leave.

(1) The University shall approve FMLA leave for an eligible faculty member as long as the reasons for absence qualify under the FMLA and the faculty member has not exhausted the faculty member's twelve (12) work weeks within the appropriate 12-month period for such leave. The faculty member may request FMLA leave as accrued leave, leave without pay, or a combination of both.

(2) The University may require that the faculty member use accrued leave with pay prior to requesting leave without pay for four hundred and eighty (480) hours (12 workweeks) of FMLA leave. Requiring the use of paid leave shall be applied consistently and may not be used merely to exhaust the faculty member's leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in Section 17.11(e).

(3) After the President or representative has acquired knowledge that the leave is being taken for an FMLA required reason, the President or representative shall within five business days, absent extenuating circumstances, notify the faculty member her/his eligibility and rights and responsibilities under the FMLA.

(e) Medical Certification.

(1) Medical certification is required for all FMLA events; the supervisor will provide the faculty member or the faculty member's spokesperson the Health Care Provider Certification form, to be completed by the attending health care provider.

(2) A fitness for duty statement may be required to affirm the faculty member's ability to return to work and perform one or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA), after being absent on FMLA leave.

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(f) Return to Position. Upon return from FMLA leave, the faculty member shall be returned to the same or equivalent position in the same class and work location, including the same shift or equivalent schedule, unless the University and the faculty member agree in writing to other conditions and terms under which such leave is to be granted.

(g) Continuation of Benefits. The use of FMLA leave by eligible faculty members shall neither enhance nor decrease any rights or benefits normally accrued to salaried faculty members during a leave with pay or any rights or benefits normally accrued during a leave without pay.

(h) If any provision of Section 17.6 (FMLA) is inconsistent with or in contravention of the Family Medical Leave Act of 1993, Public Law 103-3, or the Family and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted legislation, then such provision shall be superseded by the laws or regulations referenced above, except to the extent that the collective bargaining agreement or any faculty member benefit program or plan provides greater family or medical leave rights to an eligible faculty member.

17.7 Parental Leaves.

(a) Paid Parental Leave. During the course of a faculty member's employment at the University, and upon completion of the following conditions, a faculty member shall be granted, upon request, paid parental leave not to exceed six (6) months. Such leave will be granted to a faculty member in the event that they become a biological parent, or a child is placed in the faculty member's home for purposes of adoption by the faculty member. A faculty member may request for their paid parental leave to begin as early as the start of the semester in which the birth or adoption is anticipated to occur (or up to three months early for non-instructional faculty). The period of leave shall begin no later than six (6) months after the documented date of the birth or adoption. The faculty member may use the entire six (6) months of leave for one qualifying event, subject to the provisions outlined in this article, or they may split the six (6) months and use for two (2) qualifying events. Faculty members who, prior to Fall 2025, have taken a paid parental leave lasting fewer than six (6) months will be eligible for one future qualifying event for the remainder of their six (6) month allotment.

(1) Eligibility Conditions. Paid parental leave will not be granted to any faculty member that is appointed in "Visiting" or "Provisional" status. Contract and grant funded faculty members shall be eligible to the extent that such program benefits are permitted by the terms of the contract or grant and the rules of the funding agency, and adequate funds are available for this purpose in the contract or grant. Instructional faculty members may only be relieved from regular teaching duties for one semester, per qualifying event, while using paid parental leave. This provision does not prohibit deans or chairs, in consultation with the faculty member, from modifying duty assignments before and after the paid leave, such as offering adjusted expectations for teaching and service responsibilities, including location, time, work assignments, and intensity.

(2) Commitment to Reimbursement. A faculty member who utilizes this benefit and is eligible for a leave payout upon separation, or upon transfer from an annual leave contract to a

non-annual leave accruing contract, shall have the hours utilized in parental leave deducted from his or her gross total accrued leave balance, applying sick leave first. With the exception of section 17.7(a)(2) below, a faculty member whose sick and/or annual leave balance is insufficient to cover the amount of parental leave utilized shall not be responsible for repayment.

(3) Commitment to Return. The faculty member must agree in writing to return to University employment for at least one (1) academic year following each qualifying event. A faculty member who fails to fulfill this commitment for a qualifying event shall be responsible for repayment of the portion of the parental leave utilized for that qualifying event in excess of his or her leave balance. Agreements to the contrary must be reduced to writing.

(4) Notice and Use with Other Leave(s). The faculty member must request use of the paid parental leave in advance, no later than three (3) months prior to the beginning of the leave. A shorter notice period may be allowed on a case-by-case basis, for good cause and/or special circumstances, by the faculty member's supervisor. Unless approved in writing by the faculty member's supervisor, paid parental leave may not be used immediately before or after sabbaticals, professional development leave, or leave without pay, as specified in Section 17.12.

(5) Signed Agreement. The faculty member is required to sign a written agreement detailing the terms of this benefit. Participation in this benefit is contingent upon execution of the signed documentation.

(6) Repayment. Repayment of salary received during parental leave shall be required in those instances where salary is paid in the absence of a signed agreement by the faculty member, or when the faculty member fails to comply with the terms of a signed agreement.

(b) Other Parental Leave.

(1) A faculty member shall be granted a parental leave not to exceed six (6) months when the faculty member becomes a biological parent or a child is placed in the faculty member's home pending adoption; foster care is not covered under parental leave but is provided through the FMLA provisions in accordance with Section 17.6.

(2) If a faculty member plans to use a combination of accrued leave and leave without pay, such request shall include the specific periods for each type of leave requested. Use of accrued leave during an approved period of leave without pay shall be in accordance with Section 17.11(e).

(3) The period of parental leave may begin as early as the start of the semester in which the birth or adoption is anticipated to occur (or up to three months early for non-instructional faculty).

a. The President or representative shall acknowledge to the faculty member in writing the period of leave to be granted, that such leave counts against the faculty member's unused FMLA entitlements in accordance with Section 17.6 of this Agreement, and the date of return to employment.

b. At the end of the approved parental leave and at the faculty member's request, the President or representative shall grant part-time leave without pay for a period not to exceed one (1) year, unless the President or representative determines that granting such leave would be inconsistent with the best interests of the University.

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c. Any illness caused or contributed to by pregnancy shall be treated as a temporary disability and the faculty member shall be allowed to use accrued sick leave credits when such temporary disability is certified by a health care provider.

d. Upon agreement between the faculty member and the University, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the faculty member's child or placement of a child with the faculty member for adoption in accordance with Section 17.6.

17.8 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 a faculty member to fully and properly perform the duties of the faculty member's position. When a faculty member's illness/injury may be covered by the Americans with Disabilities Act Amendments Act (ADAAA), the provisions of Public Law 110-335 shall apply.

(a) Sick Leave.

(1) Accrual of Sick Leave.

a. A full-time faculty member 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 faculty member shall accrue sick leave at a rate directly proportionate to the percent of time employed.

c. A faculty member appointed under Other Personnel Services (OPS) shall not accrue sick leave.

(2) Uses of Sick Leave.

a. Sick leave shall be accrued before being taken, provided that a faculty member who participates in a sick leave pool shall not be prohibited from using sick leave otherwise available to the faculty member through the sick leave pool.

b. Sick leave shall be authorized for the following:

i. The faculty member's personal illness or exposure to a contagious disease which would endanger others.

ii. The faculty member's personal appointments with a health care provider.

iii. The illness or injury of a member of the faculty member's immediate family~~,~~ ~~at the discretion of the supervisor~~. Approval of requests for use of reasonable amounts of sick leave for caring for a member of the faculty member's immediate family shall not be unreasonably withheld.~~.~~ "Immediate family" means the spouse, grandparents, parents, brothers, sisters, children, and grandchildren of both the faculty member and the faculty member's spouse, and dependents living in the household.

iv. The death of a member of the faculty member's immediate family~~, at the discretion of the supervisor~~. Approval of requests for use of reasonable amounts of sick leave for

the death of a member of the faculty member's immediate family shall not be ~~unreasonably~~withheld.

c. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the faculty member returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the state shall not be counted unless the faculty member 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 faculty member shall be five (5).

d. A faculty member who requires the use of sick leave should notify the supervisor as soon as practicable.

e. A faculty member 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.

(3) Certification. If a faculty member's request for absence or absence exceeds four (4) consecutive days, or if a pattern of absence is documented, the University may require a faculty member to furnish certification issued by an attending health care provider of the medical reasons necessitating the absence and/or the faculty member's ability to return to work. If the medical certification furnished by the faculty member is not acceptable, the faculty member 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 faculty member is unable to perform assigned duties, the President or representative may place the faculty member on compulsory leave under the conditions set forth in Section 17.8(c).

(4) Transfer of Credits.

a. Upon re-employment with the University within 100 days, the full balance of accrued sick leave shall accompany the faculty member unless the faculty member has received a lump sum payment for accrued sick leave. If a faculty member has received such a lump sum payment, the faculty member may elect in writing, upon re-employment, to restore the faculty member's accrued sick leave. Such restoration will be effective upon repayment of the full lump sum leave payment.

b. When a faculty member moves from a position in a Florida governmental entity (state agency, university, community college, county or city) to a leave-accruing position within the University, the faculty member may transfer up to two hundred and forty (240) hours, or more with the approval of the hiring department, of unused sick leave accrued in the classification and pay plan in which the faculty member was previously employed and for which payment has not been received; however, no more than thirty-one (31) days may elapse between jobs.

c. When a faculty member moves to a position within a governmental entity within Florida the transfer of unused sick leave shall be governed by the rules of the plan to which the faculty member is transferring.

(5) Payment for Unused Sick Leave.

a. A faculty member with fewer than ten (10) years of state service who separates from state government shall not be paid for any unused sick leave.

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b. Faculty members hired after May 6, 2011, shall not be paid for any unused sick leave.

c. A faculty member who was hired by the University on or prior to May 6, 2011 and who has completed ten (10) or more years of state service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with state government, or has not been found guilty by a court of competent jurisdiction of having violated any state law against or prohibiting strikes by public faculty members, and separates from state government because of retirement for other than disability reasons, termination, or death, shall be compensated at the faculty member'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.

d. Upon layoff, a faculty member with ten (10) or more years of state service shall be paid for unused sick leave as described in paragraph c., above, unless the faculty member requests in writing that unused sick leave be retained pending re-employment. For a faculty member who is re-employed by the University within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the faculty member, provided the faculty member requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. A faculty member who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with Section 110.122, Florida Statutes.

e. All payments for unused sick leave authorized by Section 110.122, Florida Statutes, shall be made in lump sum and shall not be used in determining the average final compensation of a faculty member in any state administered retirement system. A faculty member shall not be carried on the payroll beyond the last official day of employment, except that a faculty member who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

f. In the event of the death of a faculty member who is eligible for a sick leave payout, payment for unused sick leave at the time of death shall be made to the faculty member's beneficiary, estate, or as provided by law.

(b) Job-Related Illness/Injury.

(1) A faculty member who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued sick or annual leave.

(2) If, as a result of the job-related illness/injury, the faculty member is unable to resume work at the end of the period provided in paragraph (1), above:

a. The faculty member may elect to use accrued leave in an amount necessary to receive salary payment that will increase the Workers' Compensation payments to the total salary

being received prior to the occurrence of the illness/injury. In no case shall the faculty member's salary and Workers' Compensation benefits exceed the amount of the faculty member's regular salary payments; or

b. The faculty member shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the faculty member has exhausted all accrued leave in accordance with paragraph (a.), above, or the faculty member elects not to use accrued leave.

(3) This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's Compensation), Florida Statutes.

(4) If, at the end of the leave period, the faculty member is unable to return to work and perform assigned duties, the President or representative should advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:

a. offer the faculty member part-time employment;

b. place the faculty member in leave without pay status or extend such status;

c. request the faculty member's resignation; or

d. release the faculty member from employment, notwithstanding any other provisions of this Agreement.

(c) Compulsory Leave.

(1) Placing Faculty Members on Compulsory Leave.

a. If the President, Provost, or their delegate determines that a faculty member is unable to perform assigned duties due to illness, disability, or injury the President or representative may require the faculty member to submit to a medical examination, the results of which shall be released to the University, by a health care provider chosen and paid by the University or by a health care provider chosen and paid by the faculty member, who is acceptable to the President or representative. Such health care provider shall submit the appropriate medical certification(s) to the University.

b. If the University agrees to accept the faculty member'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 faculty member is unable to perform assigned duties, the President or representative shall place the faculty member on compulsory leave.

(2) Conditions of Compulsory Leave.

a. Written notification to the faculty member placing the faculty member on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the faculty member 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.

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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 17.11(e).

c. If the faculty member fulfills the terms and conditions of the compulsory leave and receives a current medical certification that the faculty member is able to perform assigned duties, the President or representative shall return the faculty member to the faculty member'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 faculty member 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 President or representative should advise the faculty member, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:

a. offer the faculty member part-time employment;

b. place the faculty member in leave without pay status in accordance with Section 17.11 or extend such status;

c. request the faculty member's resignation; or

d. release the faculty member from employment, notwithstanding any other provisions of this Agreement.

17.9 Annual Leave.

(a) Accrual of Annual Leave.

(1) Full-time, salaried faculty members holding 12-month appointments 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 faculty members), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Faculty members may accrue annual leave in excess of the year-end maximum during a calendar year. Faculty members with accrued annual leave in excess of the year-end maximum as of the last full pay period of the current year shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis at the end of the first full pay period of the following year.

(2) Part-time, salaried faculty members holding 12-month appointments shall accrue annual leave at a rate directly proportionate to the percent of time employed.

(3) Academic year faculty members (9-month faculty members) and OPS faculty members shall not accrue annual leave.

(b) Use and Transfer of Annual Leave.

(1) Annual leave shall be accrued before being taken, except in those instances where the President or representative may authorize the advancing of annual leave. When leave has been

advanced and employment is terminated prior to the faculty member accruing sufficient annual leave to credit against the leave that was advanced, the state shall deduct from the faculty member's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the faculty member to the supervisor as far in advance as possible and appropriate. Approval of the dates on which a faculty member 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. Faculty members shall be provided reasonable opportunity to utilize their annual leave during the course of the year.

(2) When a faculty member moves from a position in a governmental entity (state agency, university, community college, county or city) within Florida to an annual leave accruing position within the University, eighty (80) hours, or more with the approval of the hiring department/unit, of unused annual leave accrued in the classification and pay plan in which the faculty member was previously employed and for which payment was not made may accompany the faculty member; however, no more than thirty-one (31) days may elapse between jobs.

(3) A faculty member may transfer into an annual leave-accruing position up to forty-four (44) days of unused leave accrued in the University classification and pay plan in which previously employed, provided the faculty member has not received payment for such leave and no more than thirty-one (31) days have elapsed between jobs.

(4) When an annual leave-accruing faculty member moves to a position within the SUS or in state government, the transfer of leave shall be governed by the rules of the plan to which the faculty member is transferring. Should all unused leave not be transferable, up to forty-four days (352 hours) of the remaining balance shall be paid in lump sum, effective the last day of University employment, without affecting other leave benefits.

(c) Payment for Unused Annual Leave.

(1) Upon termination from an annual leave-accruing contract, or transfer from an annual leave-accruing contract to an academic year and unless the faculty member requests the option in (2) below, the University shall pay the faculty member for up to forty-four days (352 hours) of unused annual leave at the calendar-year rate the faculty member was accruing as of the faculty member's last day of work, provided that a determination has been made by the President or representative that the faculty member was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year. All unused annual leave in excess of forty-four days (352 hours) shall be forfeited by the faculty member.

(2) Upon transfer from an annual leave-accruing contract to an academic year the faculty member may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the faculty member transfers back to an annual leave-accruing contract or terminates employment with the University. 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 faculty member was accruing as of the faculty member's last day of work on an annual leave-accruing contract.

(3) Upon layoff, a faculty member shall be paid for up to forty-four days (352 hours) of

unused annual leave in lump sum, unless the faculty member requests in writing that annual leave credits be retained pending re-employment. For faculty members who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave shall be restored to the faculty member, provided the faculty member requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Faculty members 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 faculty member was accruing as of the faculty member's last day of work.

(4) If a faculty member has received a lump sum payment for accrued annual leave, the faculty member may elect in writing, upon re-employment within 100 days, to restore the faculty member'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 a faculty member, payment for all unused annual leave at the time of death, up to 352 hours, shall be made to the faculty member's beneficiary, estate, or as provided by law.

17.10 Administrative Leaves.

(a) Jury Duty and Court Appearances.

(1) A faculty member who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the faculty member's personal interests, shall be granted leave with pay and any jury or witness fees shall be retained by the faculty member; leave granted hereunder shall not affect a faculty member's annual or sick leave balance.

(2) An appearance as an expert witness for which a faculty member receives professional compensation falls under Article 19 and the University policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the faculty member requesting annual leave or, if a non-annual leave-accruing employee, may necessitate the faculty member seeking an adjustment of the work schedule.

(3) If a faculty member is required, as a direct result of the faculty member's employment, to appear as an official witness to testify in the course of any action as defined in Section 92.142(2), Florida Statutes, such duty shall be considered a part of the faculty member's job assignment, and the faculty member shall be paid per diem and travel expenses and shall turn over to the University any fees received.

(4) A faculty member involved in personal litigation during work hours must request annual leave or, if a non-annual leave-accruing employee, must seek an adjustment to the work schedule.

(b) Leave Pending Investigation. When the President or representative has reason to believe that the faculty member's presence on the job will adversely affect the operation of the University, the President or representative may immediately place the faculty member on leave pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence

immediately upon the President or representative providing the faculty member with a written notice of the reasons therefore. The leave shall be with pay, with no reduction of accrued leave.

(c) Other Leaves Provided Not Affecting Accrued Leave Balances. A faculty member may be granted other leaves not affecting accrued leave balances which are provided as follows:

(1) Florida Disaster Volunteer Leave is provided by Section 110.120, Florida Statutes, for a faculty member who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the faculty member's supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.

(2) Civil disorder or disaster leave is provided for a faculty member who is a member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including a faculty member who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the President or designee and shall not exceed two days on any one occasion.

(3) Athletic competition leave is provided by Section 110.118, Florida Statutes, for a faculty member who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.

(4) Leave for re-examination or treatment with respect to service-connected disability is provided by Section 110.119, Florida Statues, for a faculty member who has such rating by the United State Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the faculty member's leave balances shall be approved and shall not exceed six (6) calendar days in any calendar year.

(d) Official Emergency Closings. The President or President's representative may close the University, or portions of the University, in the event an Executive Order declaring an emergency has been issued. When natural disasters or other sudden and unplanned emergency conditions occur which are not covered by an Executive Order, the President or representative shall determine whether the University, or any portion thereof, is affected by the emergency and is to be closed. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing shall not reduce faculty members' leave balances.

(e) Bereavement Leave.

(1) In the event of a death in the immediate family of a faculty member, the faculty member is entitled to two days paid bereavement leave to attend to necessary arrangements and appropriate observances.

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(2) Nothing in this article is intended to preclude faculty members from exercising additional leave rights provided elsewhere in this article, including the use of unpaid leave, in association with bereavement. If the faculty member does not have sufficient accrued paid leave and they are in the first year of their employment, the University may advance up to five (5) additional days of paid leave.

(3) If the employee is granted leave advancement under this provision, any leave accrued after the advancement is granted shall first be applied toward repayment of the advanced leave until the advancement has been fully repaid.

(4) If a faculty member separates from University employment before the advanced leave has been fully repaid, the faculty member shall have a financial obligation to repay the value of the remaining hours.

17.11 Military Leave.

Leave shall be granted in accordance with the provisions of this section upon presentation of a copy of the faculty member's official orders or appropriate military certification.

(a) Short-term Military Training. A faculty member who is a member of the United States Armed Forces Reserve, including the National Guard, shall be granted leave with pay during periods in which the faculty member is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed 240 hours in any one (1) federal fiscal year (October 1 - September 30).

(b) National Guard State Service. A faculty member who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the state. Such leave with pay shall not exceed thirty (30) days at any one time.

(c) Other Military Leave.

(1) A faculty member, except one who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes.

(2) Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) days of such leave shall be with full pay and shall not affect a faculty member's annual or sick leave balance. The remainder of military leave shall be without pay unless the faculty member elects to use accumulated annual leave or appropriate leave as provided in 17.11(c)(4) below, or the employer exercises its option under Section 115.14, Florida Statutes, to supplement the faculty member's military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.

(3) Applicable provisions of federal and state law shall govern the granting of military

leave and the faculty member's re-employment rights.

(4) Use of accrued leave is authorized during a military leave without pay in accordance with Section 17.12.

17.12 Leave Without Pay.

(a) Granting. Upon request of a faculty member, the President or representative shall grant a leave without pay for a period not to exceed one year unless the President or representative determines that granting such leave would be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement.

(b) Salary Adjustment. The salary of a faculty member returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, a faculty member shall be eligible to participate in any special salary incentive programs such as the Teaching Incentive Program.

(c) Retirement Credit. Retirement credit for such periods of leave without pay shall be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.

(d) Accrual of Leave/Holiday Pay. While on leave without pay, the faculty member shall retain accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to holiday pay.

(e) Use of Accrued Leave During an Approved Period of Leave Without Pay.

(1) Use of accrued leave with pay is authorized during a leave of absence without pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the following conditions:

a. Notwithstanding the provisions of Section 17.8(a)(2) regarding the use of sick leave, a faculty member may use any type of accrued leave in an amount necessary to cover the faculty member's contribution to the state insurance program and other expenses incurred by the faculty member during an approved period of leave without pay for parental, foster care, medical, or military reasons.

b. Normally the use of accrued leave during a period of leave without pay for medical reasons shall be approved for up to six (6) months, but may be approved for up to one year for the serious health condition of the faculty member or a member of the faculty member's immediate family.

c. The employer contribution to the state insurance program will continue for the corresponding payroll periods.

(2) A faculty member's request for the use of accrued leave during a period of leave without pay shall be made at the time of the faculty member's request for the leave without pay. Such request shall include the amount of accrued leave the faculty member wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which

cause the faculty member to reconsider the combination of leave with and without pay, the faculty member may request approval of revisions to the original approval.

_____	_____	_____
Renisha Gibbs	Michael Mattimore	Michael Buchler
Co-Chief Negotiator	Co-Chief Negotiator	Co-Chief Negotiator
FSU - BOT	FSU - BOT	UFF – FSU Chapter
_____	_____	_____
Date	Date	Date

Article 29

AMENDMENT AND DURATION

29.1 The Agreement shall become effective on the date it is ratified by both parties and remain in effect through June 30, 2028.

(a) Any article may be opened for negotiation during the term of this contract by mutual agreement of the parties.

(b) In the event the Board and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

(c) Parties agree to identify the articles to be opened at the first bargaining session each year.

(d) Any article not opened shall remain unchanged in the new agreement.

(e) Any article may be opened for negotiation at a later date by mutual agreement of the parties.

29.2 Negotiations for amendments to the agreement ("Re-openers") for 2026-2027 shall begin no later than April 1 ~~of each year the agreement is in force and~~shall include Article 23 and up to two additional articles to be chosen by each party.

29.3 For 2027-2028, the parties agree that there will not be negotiations for "Re-openers" unless other specified in Article 23, Salaries, Section 23.5 (e) and Article 3, UFF Rights, Section 3.5 (a)(2), or by mutual agreement.

29.4~~3~~ Negotiations for the agreement term July 1, 2028, through June 30, 2031 ("Full Book") shall begin no later than ~~March~~February 1, 2028.

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Renisha Gibbs	Michael Mattimore	Michael Buchler
Co-Chief Negotiator	Co-Chief Negotiator	Co-Chief Negotiator
FSU - BOT	FSU - BOT	UFF – FSU Chapter
_____	_____	_____
Date	Date	Date

Article 32

ARTIFICIAL INTELLIGENCE USE

32.1 Policy and Definitions

(a) Definition. Artificial intelligence (AI) includes technologies that generate or assist in producing content or performing analytical or operational functions. This includes generative AI systems that create text, images, audio, code, or other materials based on data patterns.

(b) Scope. The parties acknowledge that AI technologies are evolving and their application may change over time and vary from one discipline to another.

(c) Appropriate Access. Faculty shall have access to University-provided AI technology and are free to use those tools for their work in accordance with all University policies. Faculty who need specialized AI technology for their work shall obtain it through the existing University protocols and procedures to ensure costs, security risks, and policies are appropriately accounted for.

(d) Faculty may use specialized open access AI models where their work is contributing to open scholarship initiatives, provided that no legally protected data (e.g., FERPA, HIPAA) are included and they comply with all University data policies.

(e) The University is responsible for publishing any policies that affect a faculty member's use of AI technology.

32.2 Faculty Rights and Academic Freedom

(a) Right of Use. Faculty may elect whether to use artificial intelligence in the performance of their assigned duties in research, teaching, and service. The refusal to use AI products or technologies shall not, by itself, be the basis for disciplining faculty, except where the use of such technologies is a stated requirement of the position or assignment, including duties that involve instruction or work related to AI. In particular, AI initiatives shall not override individual faculty pedagogical discretion and practices deemed appropriate and ethical within the area of expertise.

(b) Evaluations and Appointments. Appointments; reappointments; promotion and tenure; evaluations, including post-tenure review and chair review; and terminations may not be based primarily on data and information from AI technologies.

32.3 Workload and Mitigations.

In the event the University requires the use of a specific AI tool and such requirement results in a demonstrable, material increase in a faculty member's assigned workload, the University may adjust assigned duties, in accordance with University policies and consistent with the provisions outlined in Article 9.

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Date	Date	Date

32.4 Professional Training and Support

(a) Provision of Tools. The University shall provide faculty access to tools and applicable guidance to use university-integrated AI systems in the performance of their assigned duties.

(b) Training Opportunities. When the University requires the use of a new artificial intelligence system, training opportunities shall be provided to affected faculty to support effective use of such system.

(c) Nothing in this section shall limit the University's ability to establish performance expectations or evaluate assigned duties provided that 32.4 (a) & (b) have been satisfied.

32.5 Oversight.

The university-level IT advisory body, currently the IT Governance Council, shall include faculty representatives from a range of disciplines. All meetings will be listed on the University's ITS website.

32.6 Authority Over Curriculum and Academic Integrity

(a) Human-Led Instruction. The University and UFF share an interest in maintaining human-led instruction and shared governance over curricula. Faculty and administrators maintain ultimate authority over the curriculum. Faculty may use University-contracted AI technology in the development of classroom materials, research, creative and scholarly activity, and other related intellectual property; however, such use remains subject to applicable academic professional standards, legal or ethical requirements, including, where relevant, appropriate disclosure of AI use.

(b) Plagiarism Enforcement. The University will seek to provide technologies that can reliably assist faculty in identifying student plagiarism and other forms of cheating through the use of AI.

32.7 Work Monitoring.

(a) Prohibitions on Electronic Monitoring. The University is prohibited from using AI specific technology in electronic monitoring that:

(1) results in the violation of labor and employment laws;

(2) records workers in bathrooms, locker rooms, or dressing rooms.

(3) conducts real-time monitoring of faculty computer activity, including keystroke tracking, except when necessary for safety, security, or official employment related investigations initiated and conducted by the university's central administrative offices.

(b) The University commits to maintaining its cybersecurity infrastructure to protect University data in alignment with University policies on data use, protection, and security.

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32.8 Intellectual Property and Digital Likeness.

(a) Intellectual property rights related to faculty work shall be governed by Article 18 and applicable University policies.

(b) The University will not use or contract the use of AI to create or distribute content simulating a faculty member's identifiable voice or image without the faculty member's prior written consent.

(c) Use of Licensed AI Tools. The use of University-licensed or University-provided AI tools by a faculty member in the course of their regular teaching, research, or service assignments shall not constitute the use of "Appreciable University resources" under Article 18.2(c), and shall not be used by the Board as a basis to assert institutional ownership over the resulting work or instructional materials.

(d) In cases where University-licensed AI products are found to have violated faculty data privacy and/or intellectual property rights, the University will follow all applicable laws in enforcing the terms of the contract with the vendor.

32.9 Enforcement and Dispute Resolution.

(a) Grievability. Alleged violations of this Article may be processed as grievances pursuant to Article 20 (Grievance Procedure and Arbitration).

(b) Effort Disputes. Any disputes regarding the level of effort assigned on the Assignment of Responsibility attributed to technological implementations under this Article shall be resolved exclusively in accordance with Appendix H (Exclusive Assignment Dispute Resolution Procedure).

32.10 Nothing in this article shall limit the University's ability to conduct investigations or implement security and monitoring practices consistent with law and institutional policy.

Renisha Gibbs Co-Chief Negotiator FSU - BOT	Michael Mattimore Co-Chief Negotiator FSU - BOT	Michael Buchler Co-Chief Negotiator UFF – FSU Chapter
Date	Date	Date

MEMORANDUM OF AGREEMENT

BETWEEN
FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND
THE UNITED FACULTY OF FLORIDA – FACULTY UNIT

In-Unit Chair Review Pilot Program

WHEREAS, The Florida State University Board of Trustees (hereinafter "Board") and the United Faculty of Florida (hereinafter "UFF") are engaged in good faith collective bargaining;

WHEREAS, the parties acknowledge that it is in both parties' best interest that the University moves forward with a pilot program for an In-Unit Chair Review process for the 2026-2027 and 2027-2028 academic years;

NOW, THEREFORE, it is understood and agreed to the following:

Purpose and Scope. The In-Unit Chair Review provides a periodic performance review for tenured faculty serving as in-unit chairs. The purpose is to provide a comprehensive evaluation of a chair's performance in their administrative duties. Other areas of assignment are evaluated annually in accordance with Article 10.2. Eligibility and Review Period.

(a) This review applies to tenured in-unit department chairs (1.0 FTE)...

(b) Eligible chairs shall undergo review at the end of every fifth year that they serve as chair.

3. Review Materials. The chair shall provide the following materials to the dean:

(a) A self-report of accomplishments in leadership, operations, and other specified duty areas (maximum 3 pages).

(b) A current FEAS CV covering the years in the review period, Assignment of Responsibilities, and annual evaluations. .

(c) An optional statement on research and teaching accomplishments for those with such assignments (maximum 2 pages).

The dean shall include the following materials:

(d) Annual evaluation forms (rating forms and narratives) for each year in the review period.

(e) Relevant disciplinary information from the review period from Human Resources.

4. Review Process.

(a) Review Committee: A committee of at least three faculty members with current or prior leadership experience shall be appointed by the dean. This committee shall solicit and anonymize feedback from faculty and is encouraged to solicit and anonymize feedback from staff who serve under the chair. This committee reviews the anonymized feedback, the chair's submitted materials, and annual evaluation materials (but not any disciplinary material) and provides a collective assessment summary to the dean; the committee does not provide a rating.

(b) Dean's Evaluation: The dean reviews all materials and writes an evaluation letter (maximum 3 pages) containing a performance rating.

(c) Chair Response: The dean shall provide the chair an opportunity to review and respond to the evaluation letter.

(d) Final Rating: The Provost reviews all materials to render the final performance rating.. The Provost's decision shall be communicated to the dean and the chair by August 1.

5. Performance Rating Scale. The review shall utilize the following ratings:

(a) Exceeds Expectations: Significant accomplishment beyond average performance, such as advancing departmental reputation or developing major initiatives.

(b) Meets Expectations: Effective management of the unit, including faculty retention, budget management, and meeting assigned duties.

(c) Does Not Meet Expectations: Performance falls below the normal range of variation. This rating requires the execution of a one-year Performance Improvement Plan (PIP) with clear goals to remain in the position.

(e) Unsatisfactory: Failure to meet expectations reflecting a disregard for previous advice, incompetence, or misconduct. This rating requires removal from the chair position.

6. Outcomes. Chairs who receive a rating of "Meets Expectations" or "Exceeds Expectations" shall be eligible for salary increases or bonuses as follows: .

(a) Full Professors and Eminent Scholars who receive an Chair Review rating of "Exceeds Expectations" shall receive an increase of five percent (5%) to their base salary.

(b) Full Professors and Eminent Scholars who receive a Chair rating of "Meets Expectations" shall receive an increase of three percent (3%) to their base salary.

(c) Associate Professors who receive a Chair Review rating of "Exceeds Expectations" shall receive a bonus of six thousand dollars ($6,000).

(d) Associate Professors who receive a Chair Review rating of "Meets Expectations" shall receive a bonus of four thousand dollars ($4,000).

(e) These Chair Review awards and bonuses shall be implemented with an effective date of August 9, 2027.

For the Board:

_____

Renisha Gibbs Date
Co-Chief Negotiator
FSU-BOT

_____

Michael Mattimore Date
Co-Chief Negotiator
FSU-BOT

For the UFF:

_____

Michael Buchler Date
Co-Chief Negotiator
UFF

Article 23

SALARIES

23.1 Policy.

(a) The Board and the UFF agree that salary is an important positive factor in the recruitment and retention of strong researchers and teachers, and that a salary increase can be a powerful positive incentive for meritorious performance.

(b) Merit-based salary increases and bonuses are based on the duties assigned pursuant to Article 9 and the faculty evaluation criteria and procedures established by departments/units pursuant to Article 10.

(c) The President shall, in his or her annual budget request, request the Board of Governors to seek from the Florida Legislature recurring funds to be allocated toward meritorious performance, correcting market inequities within the faculty, and raising average FSU faculty salaries to the national average for top 25 public research universities with very high research activity as reflected in the most recent Oklahoma State University survey and similar sources as appropriate. The distribution of any salary increase funds obtained by the University shall be collectively bargained by the BOT and UFF.

23.2 Categories of Salary Increases.

(a) Increases to faculty salaries may be awarded in the following categories:

(1) Promotion increases, pursuant to Section 23.3;

(2) Sustained Performance Increases, pursuant to 23.4;

(3) Merit Salary increases/bonuses, pursuant to Section 23.5;

(4) Market equity increases, pursuant to Section 23.6;

(5) Awards, pursuant to Section 23.7;

(6) Legislative increases/bonuses, pursuant to Section 23.8;

(7) Administrative discretionary increases, pursuant to Section 23.9;

(8) Other payments, pursuant to Section 23.10;

(9) Post-Tenure Review increases/bonuses, pursuant to Section 23.17.

(b) Faculty base salaries shall only be modified as provided in this Article and for changes between 9- and 12-month appointments as provided in Article 8.5(a).

23.3 Promotion.

(a) For fiscal year 2026~~5~~-2027~~6~~, promotion increases will be granted pursuant to Article 14 in the amount of twelve percent (12%) added to the base salary in recognition of promotion to the ranks of Associate Professor, Associate Curator, Teaching Faculty II, Instructional Specialist II,

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Research Faculty II, Associate in Research, and Associate University Librarian and in the amount of fifteen percent (15%) added to the base salary in recognition of promotion to the ranks of Professor, Curator, Teaching Faculty III, Instructional Specialist III, Research Faculty III, Senior Research Associate, or University Librarian. Promotional increases shall have an effective date of the first day of the academic year.

(b) For fiscal year 2027-2028, promotion increases will be granted pursuant to Article 14 in the amount of twelve percent (12%) added to the base salary in recognition of promotion to the ranks of Associate Professor, Associate Curator, Teaching Faculty II, Instructional Specialist II, Research Faculty II, Associate in Research, and Associate University Librarian and in the amount of fifteen percent (15%) added to the base salary in recognition of promotion to the ranks of Professor, Curator, Teaching Faculty III, Instructional Specialist III, Research Faculty III, Senior Research Associate, or University Librarian. Promotional increases shall have an effective date of the first day of the academic year.

23.4 Sustained Performance Increases.

(a) Sustained performance increases are designed to recognize the high-quality performance of eligible senior faculty who have continued to contribute substantially to the University in their assigned areas of teaching, scholarship/creative activity, and service.

(b) Eligibility. For fiscal year 2026-2027 ~~F~~faculty members must have been employed by the University in the top rank or promoted to the top rank on or before August 31, 2021~~0~~ and be in active payroll status on the effective date of the increase in order to be eligible. For fiscal year 2027-2028 faculty members must have been employed by the University in the top rank or promoted to the top rank on or before August 31, 2022, and be in active payroll status on the effective date of the increase in order to be eligible.

(1) For fiscal year 2026~~5~~-2027~~6~~, eligible faculty members in the top ranks of Research Faculty III, Teaching Faculty III, Senior Research Associate, Instructional Specialist III, University Librarian, and Curator who have at least five (5) years of continuous University Service after their promotion to top rank or after their previous Sustained Performance Increase and who have been rated above "Official Concern" in each of the previous five (5) years' annual performance evaluation in accordance with Article 10.3 shall receive a 3% increase to base salary. Sustained performance increases shall ~~have~~be effective October 23, 2026~~September 12, 2025~~.

(2) For fiscal year 2027-2028, eligible faculty members in the top ranks of Research Faculty III, Teaching Faculty III, Senior Research Associate, Instructional Specialist III, University Librarian, and Curator who have at least five (5) years of continuous University Service after their promotion to top rank or after their previous Sustained Performance Increase and who have been rated above "Official Concern" in each of the previous five (5) years' annual performance evaluation in accordance with Article 10.3 shall receive a 3% increase to base salary. Sustained performance increases shall be effective August 9, 2027.

23.5 Merit Salary Increases.

(a) Eligibility.

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_____	_____	_____
Date	Date	Date

(1) For fiscal year 2026-2027 ~~F~~faculty members must have been employed by the University in a salaried position on or before September 10, 2025~~4~~ and be in active payroll status on the effective date of the increase, in order to be eligible. For fiscal year 2027-2028 faculty members must have been employed by the University in a salaried position on or before September 10, 2026, and be in active payroll status on the effective date of the increase, in order to be eligible.

(2) Faculty members must have received an overall annual evaluation of at least "Meets Expectations" for calendar year 2025~~4~~ performance in order to be eligible. Additionally, any faculty member who has received a notice of contract non-renewal will be ineligible for a Merit Salary increase.

(b) Performance Increases.

(1) For fiscal year 2026-2027, eligible faculty members will receive a recurring one percent performance-based pay increase of their base salary as of May 6, 2026, effective October 23, 2026.

(2) For fiscal year 2026-2027, eligible faculty members will receive a one-time non-recurring performance bonus in the amount of $1,200, prorated by FTE, less applicable taxes and deductions, effective November 6, 2026.

(3) For fiscal year 2027-2028, eligible faculty members will receive a recurring one percent performance-based pay increase of their base salary as of May 7, 2027, effective August 27, 2027.

(4) For fiscal year 2027-2028, eligible faculty members will receive a one-time non-recurring performance bonus in the amount of $1,500, prorated by FTE, less applicable taxes and deductions, effective November 5, 2027.

(5~~3~~2~~1~~) For fiscal year 2025-2026, eligible faculty members ~~will~~received a recurring one and three-quarters percent (1.75%) performance-based pay increase of their base salary as of May 5, 2025, effective October 10, 2025.

(6~~4~~3~~2~~) For fiscal year 2025-2026, eligible faculty members ~~will~~received a non-recurring one-time performance bonus in the amount of one thousand dollars ($1000), prorated by FTE and less applicable taxes, effective November 21, 2025.

(c) Departmental Merit.

(1) The determination of eligibility and distribution of departmental merit will be made in accordance with the Department/Unit Faculty Evaluation Criteria and Procedures developed pursuant to Article 10.4 (Merit Evaluations). All department plans and lists are subject to approval by the appropriate dean and the Provost, who has the authority to reject the plans that do not comply with Article 10.4.

(2) For fiscal year 2026-2027, the amount allocated for recurring departmental merit increases shall be a total of one half of one percent (0.50%) of all in-unit base salaries, as of May 6, 2026, to be distributed based on the Spring 2026 department/unit Annual Merit Evaluation and in compliance with the provisions below. Departmental merit increases shall be implemented with

an effective date of November 20, 2026.

(3) For fiscal year 2027-2028, the amount allocated for recurring departmental merit increases shall be a total of one half of one percent (0.50%) of all in-unit base salaries, as of May 7, 2027, to be distributed based on the Spring 2027 department/unit Annual Merit Evaluation and in compliance with the provisions below. Departmental merit increases shall be implemented with an effective date of November 5, 2027.

(~~4~~3~~2~~) For fiscal year 2025-2026, the amount allocated for recurring departmental merit increases ~~shall be~~was a total of one-half of a percent (0.50%) of all in-unit base salaries, as of May 5, 2025, ~~to be~~distributed based on the Spring 2025 department/unit Annual Merit Evaluation and in compliance with the provisions below. Departmental merit increases ~~shall be~~were implemented ~~with an~~effective ~~date of~~November 11, 2025.

(d) Deans' Merit.

(1) The deans shall distribute these increases to in-unit faculty members to recognize meritorious performance. Deans' merit shall be awarded based on the following job-related criteria.

a. Contributions delineated in the departmental criteria but not recognized sufficiently in departmental merit, including teaching, research or service;

b. Extraordinary contributions to the College and University;

c. Extraordinary accomplishments;

d. Correcting salary inequities.

The dean shall include in the distribution plan, for each award, which category letters above were applicable. The plans and lists for the distribution of deans' merit increases are subject to approval by the Provost or representative, who has the authority to reject them. Upon request by the faculty member, a short explanation reflecting the Dean's rationale for the merit award shall be provided to the faculty member. The total number of awards and amounts in each category shall be reported to the UFF.

(2) For fiscal year 2026~~5~~ – 2027~~6~~ and 2027-2028, deans' merit increases will not be implemented.

(3) Deans' merit shall be reported as such in the faculty "Compensation History" link on the "myFSU Portal".

(e) For 2027-2028, the university agrees to reopen Article 23 for further negotiations on Salaries upon resolution of the 2027 State of Florida Legislative Session, with the following condition: The University must receive an E&G appropriation that provides a minimum of $22 million dollars in new recurring funding, in which the newly allocated monies are unrestricted funds appropriated by the State Legislature, including General Revenue and Lottery which are available and legally authorized for such purposes.

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_____ Date	_____ Date	_____ Date

23.6 Market Equity. The UFF and the University acknowledge and agree that recruiting and maintaining a top-quality faculty requires market equity with peer institutions. The University and the UFF shall periodically assess market equity in relation to faculty salaries at aspirational peer institutions, which are among the top 25 public US universities, members of the American Association of Universities, and "Very High Research Universities" category in the Oklahoma State University annual Faculty Salary Survey (OSU Salary Survey). Market equity shall be based on position, rank, discipline, experience, and performance. ~~For fiscal year 2025-2026, market equity increaseswill not be implemented.~~ For fiscal year 2026-2027 and fiscal year 2027-2028, market equity increases will not be implemented.

(a) Eligibility. For purposes of Section 23.6 "eligible tenured and tenure-track faculty members" shall include in-unit Eminent Scholars, Full Professors, Associate Professors, and Assistant Professors. "Eligible specialized faculty members" shall include in-unit Teaching Faculty I, II, and III; Research Faculty I, II, and III; Assistant University Librarians, Associate University Librarians and University Librarians. A faculty member in a visiting position is not eligible for the Market Equity increase.

(1) Faculty members must have been employed by the University in a salaried position, and must be in active payroll status on the effective date of the increase in order to be eligible.

(2) Any faculty member who has received (1) an overall rating of "Unsatisfactory," "Inadequate," or "Does Not Meet Expectations" on any annual evaluation in the last seven (7) years, or (2) more than one overall rating of "Official Concern" in the last seven (7) years, will be ineligible for a Market Equity increase. Additionally, any faculty member who has received a notice of contract non-renewal will be ineligible for a Market Equity increase.

(b) CIP Code Determination. The Provost, in consultation with the Office of Faculty Development and Advancement, shall assign each eligible faculty member a "Classification of Instructional Program" (CIP) code reflecting her/his major discipline. CIP codes are maintained by the National Center for Education Statistics (https://nces.ed.gov/ipeds/cipcode).

(1) The CIP code must correspond to a degree program offered by the University. Eligible tenured and tenure track faculty members shall be assigned a CIP code corresponding to a degree program offered by the faculty member's "Tenure Home" department. For interdisciplinary faculty members and specialized faculty members, excluding librarians, the CIP code most closely reflecting the majority of their effort shall be used.

(2) The assignment of the CIP code shall not be subject to grievance under this Agreement, but shall be reviewable under the procedures set forth in Section 23.6(i).

(c) Total Salary. The "total salary" for eligible faculty members shall include the base salary, measured as of September 30, 2025, plus any payments from Direct Support Organizations made during the 2024-2025 academic year, plus the salary earned from overload appointments during the 2024-2025 academic year when that faculty member has received the appointment consistently for three (3) academic years.

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_____ Date	_____ Date	_____ Date

(d) Nine-Month Equivalent Salary. The "nine-month equivalent salary" for eligible nine-month faculty members is the total salary as defined in Section 23.6(c). For eligible twelve-month faculty members, the nine-month equivalent salary is the total salary as defined in Section 23.6(c), multiplied by 0.818 (9/11).

(e) Base Equity Salary. A "base equity salary" shall be established for each eligible faculty member, which shall be the nine-month mean salary for the corresponding rank and CIP code from the FY 2024-2025 OSU Salary Survey for "Very High Research Universities," prorated by FTE. For purposes hereunder, the rank of Eminent Scholar shall be combined with the rank of Full Professor.

(1) For Teaching Faculty I and Research Faculty I, the corresponding rank and base equity salary shall be "Other Faculty" for "Very High Research Universities," prorated by FTE.

(2) For Teaching Faculty II and Research Faculty II, the corresponding base equity salary will be the base equity salary determined for Level 1 specialized faculty, specified in 23.7(e)(1), multiplied by 1.12.

(3) For Teaching Faculty III and Research Faculty III, the corresponding base equity salary will be the base equity salary determined for Level 2 specialized faculty, specified in 23.7(e)(2), multiplied by 1.15.

(4) For Assistant University Librarians, Associate University Librarians and University Librarians, the "base equity salary" shall be the median salary for the corresponding rank from the 2018-2019 Association of Research Libraries (ARL) Annual Salary Survey for "Three Step Rank Structures," as specified in Figure 6(b) of the survey, prorated by FTE.

(f) Target Equity Salary. A "target equity salary" shall be established for each eligible faculty member. This figure shall be the base equity salary determined from Section 23.6(e), adjusted for the following:

(1) A years-in-rank adjustment shall be made, which shall be plus or minus, as appropriate, one percent (1.0%) of the base equity salary multiplied by the difference between the faculty member's number of years in their current rank at FSU and the average years in that rank at FSU for all eligible faculty members under this section. The average years in rank for eligible Associate Professors shall be 4 years. Eligible Associate Professors shall not receive credit in the form of a years-in-rank adjustment for their time in rank at FSU over 8 years.

(2) In addition, for eligible faculty members who have received any departmental or deans' merit increase from August 9, 2005 through September 29, 2025~~3~~, the total amount of such merit increases shall be added to the faculty member's target equity salary.

(g) Equity Salary Difference. The "equity salary difference" for each eligible faculty member is the difference between the faculty member's target equity salary as defined in section 23.6(f) and their nine-month equivalent salary as defined in section 23.6(d). If this figure is less than zero, the equity salary difference is defined as zero.

(1) For eligible twelve-month faculty members, with the exception of the three Librarian

ranks, this value is multiplied by 1.222 (or 11/9).

(h) Distribution.

(1) For fiscal year 2026-2027, the total E&G funds available for Market Equity purposes for tenured and tenure-track faculty shall be $1,400,000. For fiscal year 2026-2027, the total E&G funds available for Market Equity purpose for specialized faculty shall be $600,000. Distribution pools for tenured and tenure-track faculty shall be separate from distribution pools for specialized faculty.

(2) The Needed Market Equity for each distribution pool is defined herein as the sum of the "equity salary differences," as defined in Section 23.6(g), for all eligible E&G-funded faculty in that distribution pool, as of July 1, 2026.

(3) The Available Market Equity Ratio for each distribution pool is defined herein as the total funds available for Market Equity purposes in that pool, as described in Section 23.6(h)(1), divided by the Needed Market Equity for each distribution pool.

(4) The Market Equity Increase for an eligible faculty member shall be equal to the Available Market Equity Ratio for their respective distribution pool multiplied by the faculty member's equity salary difference.

(5) The maximum increase for an eligible tenured or tenure-track faculty member shall be $12,000. The maximum increase for an eligible specialized faculty member, as defined in 23.6(a), will be $6,000. Faculty members must have a minimum Market Equity Increase of $100 to be eligible for an increase. The remaining funds available after the cap is applied shall be distributed to the remaining eligible faculty members in their respective distribution pool by multiplying the Available Market Equity Ratio for that pool by the remaining faculty member's "equity salary difference."

(i) CIP Code Assignment Review Procedure. An eligible faculty member may request a review of her or his CIP code determination by submitting a written request to the Vice President for Faculty Development and Advancement. The request shall contain a general description of the determination in question and copies of relevant documentation. Upon receipt of a request, the determination shall be reviewed by a joint committee composed of three members selected by the Vice President for Faculty Development and Advancement and three faculty representatives selected by the UFF-FSU. Within 15 days of receiving the request, the committee shall review the request, make a decision regarding the determination, and notify the faculty member. In the event that the committee vote results in a tie, a mutually agreed upon chairperson will be selected by the committee and shall make the final determination. The decision of the committee shall be final and binding.

23.7 Awards.

(a) The Board may provide stipends in supplement of base salary and one-time bonuses for the following awards:

(1) University or College Teaching Awards;

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Date	Date	Date

(2) University Advising or Service Awards;

(3) Robert O. Lawton Distinguished Professor;

(4) Developing Scholar Awards;

(5) Distinguished Research Professor;

(6) Graduate Faculty Mentor Awards;

(7) Superior Liberal Studies Honors Teaching Awards;

(8) Foundation Awards for Faculty Recognition;

(9) Distinguished University Scholar Awards;

(10) Honors Thesis Mentor Awards;

(11) Post-doc Faculty Mentor Awards;

(12) Compensation may be provided with newly established awards, subject to collective bargaining of the amounts, criteria and requirements of the award.

(b) At the end of each academic year, the Board shall provide the UFF with a complete list, in a mutually agreeable electronic format, of all awards made under this section during the previous twelve (12) month period. For each such increase, the list shall provide the name and classification/rank of the individual receiving the award, the nature of the award (stipend or one-time bonus), the name of the award, and the amount of the award.

(c) Each year, at the same time as the Board provides the list described in (b) above, the Board shall provide the UFF with copies of the selection criteria and procedures for all awards named in said list.

23.8 Legislative Increases/Bonuses.

(a) If the Legislature appropriates any funds for salary increases or bonuses, the disposition of those funds shall be subject to negotiation between the BOT and the UFF.

23.9 Administrative Discretionary Increases.

(a) For fiscal year 2026~~5~~-2027~~6~~ and fiscal year 2027-2028, the University may provide salary increases beyond the increases specified above under this section not to exceed seven-tenths percent (0.70%) of the total of all E&G funded base salaries for in-unit faculty members, of faculty members who are in an employment relationship with the University on the first day of May immediately preceding the beginning of the fiscal year for the circumstances listed in 23.9:

(1) Counter-offers made in response to verified written offers from comparable or aspirational educational and research institutions.

(2) Endowed/named chairs at the time they are awarded.

(3) Extraordinary accomplishments recognized by the national or international academic or professional community or recognition internal to the University, that are substantially beyond

the minimum performance criteria for the top departmental merit category as approved by the faculty according to Article 10.

(4) Equity adjustments to correct salary inversions and compression either relative to rank and history of annual performance evaluations or relative to salaries for comparable positions within the discipline.

(5) Increased duties and responsibilities. A salary increase may be awarded to a faculty member for a substantial increase in duties or responsibilities, such as service as a department chair or an analogous responsibility.

(6) Recognition for Distinguished Faculty. This category is designated to recognize exceptional performance of faculty members. The University may provide salary increases to faculty members for extraordinary performance. For faculty members in tenured or tenure-seeking positions, the University may assign the title of "Assistant/Associate Professor with Distinction" or "Distinguished Professor" to the recipients of these increases. For faculty members in "Specialized Faculty" positions, the University may assign the words "With Distinction" after the title that the faculty member currently holds.

(7) Notice shall be given of any discretionary increases that are approved by the administration but fall outside of the categories listed above or are to be effective after June 30, 2027~~6~~ and June 30, 2028. The UFF will have 15 days from the date of receipt to object to the increase. If an objection is made, the increase shall not be implemented.

(b) Within fifteen (15) days after the effective date, or as soon as practicable, the University shall provide to the UFF a written notification of each Administrative Discretionary Increase. The notification shall state the name of the faculty member, the rank and discipline of the faculty member, the amount of the increase and the reason for the increase. The report shall include the following supporting evidence:

(1) For counter-offers, a copy of the verified written offer.

(2) For endowed/named chairs, a copy of the criteria and procedures for the award of the chair.

(3) For extraordinary accomplishments, an explanation of how the accomplishments exceed the minimum criteria for the top merit category of the department/unit; or in instances where the extraordinary accomplishment is an external award or similar, the specific external award or alternative criteria which is considered "prestigious" or "highly prestigious."

(4) For equity adjustments, the salaries and history of annual accomplishments of the group(s) relative to which the inequity is to be corrected.

(5) For increased duties and responsibilities, the signed annual Assignments of Responsibilities for the year preceding the change and the new one reflecting the increased duties and responsibilities.

(6) For recognition of distinction, the specific external award or alternative criteria which justifies the designation of "Distinguished" or "with Distinction."

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Date	Date	Date

(c) Any court-ordered or court-approved salary increase or any salary increase to settle a legitimate broad-based employment dispute shall not be subject to the terms and limitations of this section.

(d) With the exception of section 23.9(a)(7), the discretion to grant all other salary increases authorized by this section shall cease on June 30, 2028~~6~~, and shall not survive such expiration as part of the status quo.

(e) All documents provided to the UFF under section 23.9 shall be in electronic format and delivered to two representatives designated by the UFF.

23.10 Other Payments. Not applicable.

23.11 Report to Faculty Members. All faculty members shall receive notice of their salary increase on the Appendix G form or by an amended employment contract within two pay periods of the effective date or as soon thereafter as practicable. Faculty members may review their pay histories by accessing the myFSU portal, opening the "Human Resources" link, and then opening the "Compensation History" link.

23.12 Report to the UFF.

(a) No later than fifteen (15) days after a pay period in which a salary increase (including increases to base rate, awards, and bonuses) is reflected, the Board shall report to the UFF in a mutually agreed electronic format a list of all faculty salary increases reflected in that pay period.

(b) The report shall be formatted in easily readable columns and shall include:

(1) the name of each faculty member;

(2) the name of the department/unit;

(3) the rank of the faculty member;

(4) the date of promotion or appointment of the faculty member to the rank;

(5) the faculty member's previous year's salary rate;

(6) the amount received in each salary increase category during the previous twelve months, according to categorization of salary increases identified in this agreement;

(7) the faculty member's new salary rate.

(c) A printed copy of each department's portion of the report shall be placed on file in the department, available upon request to any faculty member of the department, as well as in the main library, along with the documents prescribed in Article 7.

23.13 Contract and Grant-Funded Increases.

(a) Faculty members on contracts or grants shall receive salary increases equivalent to similar faculty members on regular funding, provided that such salary increases are permitted by

the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant.

(b) Nothing contained herein shall prevent faculty members whose salaries are funded by grant agencies from being allotted raises higher than those provided to other faculty members under this Agreement, subject to the approval of the University President or designee. For example, market equity adjustments pursuant to 23.9(a)(4) may be awarded to employees funded by grants.

23.14 Grievability. Unless provided for otherwise in this Article, the only issues to be addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is incorrect application of the provisions of one or more sections of this Article. No grievance may be brought disputing an administrator's or an advisory committee's evaluative judgment of a faculty member's merit.

23.15 Upon request the BOT will offer assistance to faculty members who wish to reserve salary dollars earned for time periods when they do not have an appointment with the university by providing the appropriate calculation for deductions to the faculty member as well as guidance on establishing personal direct deposits via the payroll system.

23.16 Any waiver of some or all of the right to bargain over the salaries or other compensation of bargaining unit employees contained in this Article, excluding administrative discretionary increases pursuant to Section 23.9(a)(7), shall expire on June 30, 2028~~6~~.

23.17 Post-Tenure Review. Faculty subject to post-tenure review in the spring semester 2026~~5~~, shall receive the following increases or bonuses:

(a) Full Professors and Eminent Scholars who receive a Post-Tenure Review ranking of "Exceeds Expectations" shall receive an increase of five percent (5%) to their base salary.

(b) Full Professors and Eminent Scholars who receive a Post-Tenure Review ranking of "Meets Expectations" shall receive an increase of three percent (3%) to their base salary.

(c) Associate Professors who receive a Post-Tenure Review ranking of "Exceeds Expectations" shall receive a bonus of six thousand dollars ($6,000).

(d) Associate Professors who receive a Post-Tenure Review ranking of "Meets Expectations" shall receive a bonus of four thousand dollars ($4,000).

(e) These Post-Tenure Review awards and bonuses shall be implemented with an effective date of ~~September12, 2025~~October 23, 2026.

Faculty subject to post-tenure review in the spring semester 2027, shall receive the following increases or bonuses:

(a) Full Professors and Eminent Scholars who receive a Post-Tenure Review ranking of "Exceeds Expectations" shall receive an increase of five percent (5%) to their base salary.

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(b) Full Professors and Eminent Scholars who receive a Post-Tenure Review ranking of "Meets Expectations" shall receive an increase of three percent (3%) to their base salary.

(c) Associate Professors who receive a Post-Tenure Review ranking of "Exceeds Expectations" shall receive a bonus of six thousand dollars ($6,000).

(d) Associate Professors who receive a Post-Tenure Review ranking of "Meets Expectations" shall receive a bonus of four thousand dollars ($4,000).

(e) These Post-Tenure Review awards and bonuses shall be implemented with an effective date of August 9, 2027.

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_____ Date	_____ Date	_____ Date