



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE
UNIVERSITY OF SAN FRANCISCO
AND
USF FACULTY ASSOCIATION

*Effective July 1, 2008 through June 30, 2013
with reopeners pursuant to the "Duration of Agreement" section.*

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PREAMBLE

A University is a community of men and women in search of truth. Because this search moves within a universe of beliefs, the University of San Francisco wishes to express its beliefs clearly so that those who come here to teach and to learn may know what manner of community they join.

VISION, MISSION, VALUES STATEMENT

Vision

The University of San Francisco will be internationally recognized as a premier Jesuit Catholic, urban University with a global perspective that educates leaders who will fashion a more humane and just world.

Mission

The core mission of the University is to promote learning in the Jesuit Catholic tradition. The University offers undergraduate, graduate and professional students the knowledge and skills needed to succeed as persons and professionals, and the values and sensitivity necessary to be men and women for others.

The University will distinguish itself as a diverse, socially responsible learning community of high quality scholarship and academic rigor sustained by a faith that does justice. The University will draw from cultural, intellectual and economic resources of the San Francisco Bay Area and its location on the Pacific Rim to enrich and strengthen its educational programs.

Core Values

The University's core values include a belief in and a commitment to advancing:

- 1) the Jesuit Catholic tradition that views faith and reason as complementary resources in the search for truth and authentic human development, and that welcomes persons of all faiths or no religious beliefs as fully contributing partners to the University*
- 2) the freedom and the responsibility to pursue truth and follow evidence to its conclusion*
- 3) learning as a humanizing, social activity rather than a competitive exercise*
- 4) a common good that transcends the interests of particular individuals or groups; and reasoned discourse rather than coercion as the norm for decision making*
- 5) diversity of perspectives, experiences and traditions as essential components of a quality education in our global context*
- 6) excellence as the standard for teaching, scholarship, creative expression and service to the University community*
- 7) social responsibility in fulfilling the University's mission to create, communicate and apply knowledge to a world shared by all people and held in trust for future generations*
- 8) the moral dimension of every significant human choice: taking seriously how and who we choose to be in the world*
- 9) the full, integral development of each person and all persons, with the belief that no individual or group may rightfully prosper at the expense of others*
- 10) a culture of service that respects and promotes the dignity of every person.*

Strategic Initiatives

The following initiatives are key to the University's achieving the recognition as a premier Jesuit Catholic, urban university:

- 1) *Recruit and retain a diverse faculty of outstanding teacher-scholars and a diverse, highly qualified, service-oriented staff, all committed to advancing the University's Visions, Mission and Values;*
- 2) *Enroll, support and graduate a diverse student body, which demonstrates high academic achievement, strong leadership capability, concern for others and a sense of responsibility for the weak and the vulnerable.*
- 3) *Provide an attractive campus environment and the resources to promote learning throughout the University:*
 - *Learning resources that improve the curriculum and support scholarship*
 - *Facilities to support outstanding educational programs*
 - *Technology solutions to enhance learning and improve service*
- 4) *Continue to strengthen the University's financial resources to support its educational mission.*

FACULTY/STAFF WORKING RELATIONS

The University and the USFFA agree that clerical and technical employees will be treated with dignity and respect. This clause is meant to stimulate discussion on dignity and respect in our community and, especially, in regard to members of the OPE clerical and technical unit.

The Preamble and the Statement of Mission and Goals as written here shall not be deemed part of the Agreement.

DEFINITIONS

1. "University": The President, Vice Presidents, Deans and such other administrative officers as may be appointed by the Board of Trustees, by the President, or, by delegation of the President by the Vice Presidents.
2. "Association": The USF Faculty Association.
3. "Members of the Bargaining Unit": The full-time faculty and non-administrative full-time professional librarians as set forth more fully in section 1.1 and 1.2 of the Agreement, hereinafter variously referred to as "members."
4. "Association Members": The full-time faculty and non-administrative full-time professional librarians as set forth more fully in section 1.1. and 1.2 of the Agreement, hereinafter variously referred to as "members."
5. "Academic Vice President": Vice President for Academic Affairs, may also include Provost.
6. "Association Committees": All committees referred to in this document shall be committees of the Association and the latter shall define the functions and appoint the membership for all such committees.
7. "Notification": Where this Agreement specifies that an individual must be notified of an action by a specific date, this shall mean that a good-faith effort

must be made to meet the notification deadline, but if the deadline cannot or may not be met, a registered or certified letter of notification must be mailed and postmarked at least one working day prior to the contract notification deadline.

8. "Working Day": Any day on which the administrative offices are open.

AGREEMENT

This Collective Bargaining Agreement ("Agreement") is entered into by and between the University of San Francisco ("University") and the USF Faculty Association ("Association").

DURATION OF AGREEMENT

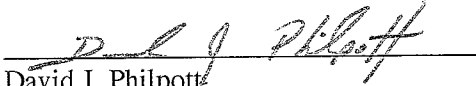
This Agreement shall become effective on the date of ratification by the parties and shall continue in full force and effect through June 30, 2013, subject to (A), (B) and (C) below, or other applicable articles or addenda, or either party's request to modify or amend as permitted herein, and shall continue in effect thereafter from year to year unless either party serves written notice of termination on the other, at least sixty (60) days prior to the expiration date hereof or to a subsequent anniversary of the expiration date hereof.

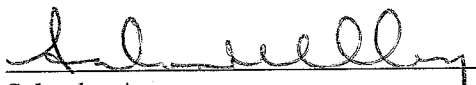
- (A) All salary, salary step and benefit provisions as well as other economic terms set forth in this Agreement shall expire June 30, 2011.
- (B) At least 60 days prior to July 1, 2011, each party may reopen any three articles or addenda of this Agreement, in addition to those articles described above. Articles that are reopened by either party shall be deemed to expire as of July 1 of that year.
- (C) All other articles not reopened by either party shall be extended automatically through the expiration date hereof.


This Agreement shall expire and is subject to renegotiation in its entirety on June 30, 2013, assuming timely written notice of termination is provided.

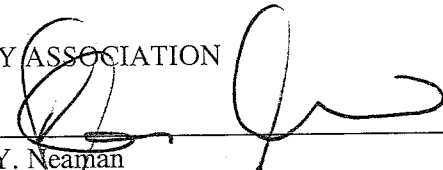
IN WITNESS WHEREOF, the Parties have hereunto affixed their hands this 22nd day of October 2008.

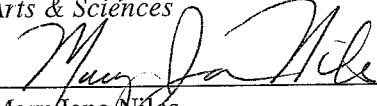
UNIVERSITY OF SAN FRANCISCO USF FACULTY ASSOCIATION



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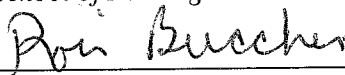

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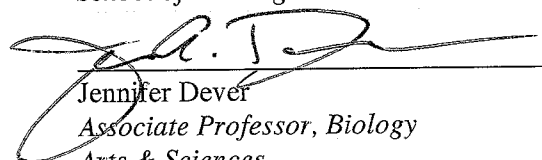

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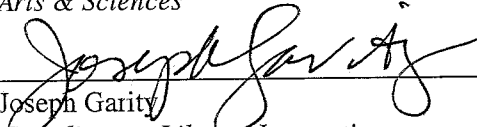

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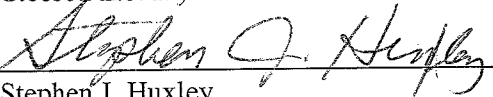

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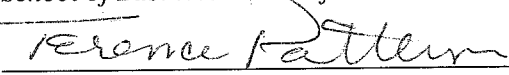

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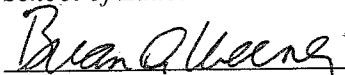

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SECTION 1: WORKING RELATIONSHIPS

ARTICLE 1. Recognition

- 1.1 Except as provided in 1.2 below, the University recognizes the Association as the exclusive collective bargaining representative of all faculty members who teach six hours or more and have the rank of instructor, assistant professor, associate professor and professor and all non-administrative full-time professional librarians; excluding office clerical employees, lecturers, part-time teaching faculty, all administrators with faculty rank, all faculty with part-time administrative duties, and guards and supervisors as defined in the National Labor Relations Act, for the purpose of collective bargaining with respect to wages, hours and conditions of employment.
- 1.2 This Agreement shall exclude the School of Law.

ARTICLE 2. Academic Freedom

2.1 Academic Freedom and the Faculty and Librarians

- 2.1.1 The University affirms and is committed to protect the full academic freedom of all Association members. At the same time, the University, as a Catholic institution of higher learning, has a significant interest in encouraging a Christian outlook and fostering perspectives which promote and inculcate meaningful Christian values. Accordingly, the University declares its freedom to enunciate principles and policies relating to such values and to implement its interests through academically sound hiring practices and curriculum structure. The University recognizes and believes that its freedom and that of its Association members can be exercised so as to promote and enhance one another.
- 2.1.2 Association members are entitled to full freedom in the pursuit of their academic functions, which include: the advancement of human knowledge, insight and understanding; the education of the students and the presentation of diverse views and opinions which are intellectually within the content of the course being offered; and the responsibility to serve the community by lending intellectual abilities to the solution of current problems.
- 2.1.3 Association members are citizens, members of a learned profession, and members of an educational institution. When speaking or writing as citizens, they should be free from institutional censorship or discipline but their special position in the community imposes special obligations. As persons of learning and as educators, they should remember that the public may judge the teaching profession and its institutions by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should not

indicate that they are speaking for the institution when in fact they are not. (This shall not be construed to prohibit Association members, in the course of their pursuit of community affairs, from identifying themselves and stating the position they hold at the University.)

- 2.1.4 The academic functions of Association members shall not be abridged, either before or after the fact, directly or indirectly by any segment of the University. The academic freedom of the Association member shall not be construed to permit him or her to use the student audience to gratuitously, deliberately, and persistently express views which misrepresent or impugn the authoritative teachings of the Catholic Church.
- 2.1.5 Assignment to courses should be based on the Association member's scholarly competence to teach the course as described in the official University catalogue. It should also take into account seniority and other relevant criteria (such as prior teaching in course area, etc.) common throughout the academic community. Final decisions regarding faculty assignment rest with the dean or director of the academic unit.
- 2.1.6 The application of the above provisions is subject to the grievance and arbitration procedure set forth herein.

2.2 *Academic Freedom and the University Libraries*

- 2.2.1 The libraries of the University are central and vital to the processes of free inquiry on the University campus. Through their collections and services the libraries provide a wide range and representation of published and manuscript information to serve the purposes of this institution of higher education. Unrestricted access to this information in libraries stimulates learning and the growth of knowledge and understanding, without which the individual and society would be materially and culturally impoverished. Without the freedom to develop their resources and to remain open sanctuaries for individual inquiry, the University libraries would be unable to fulfill their essential role in learning and research.
- 2.2.2 The freedoms essential to the creation, function and uses of a university library include the freedom to select books and other materials according to the instructional and research needs of the University, recognizing the desirability of representing all major views including those unorthodox or unpopular. Judgment on what to acquire or to accept as a gift must not be compromised by yielding to pressures from individuals or groups, whether from inside or outside the University, when such pressure is not based on sound academic grounds. Selection for inclusion or exclusion, and display within the libraries, must be free of prejudice due to race or national origin, or to consideration of political, social, economic, or philosophical persuasion. Similarly, the classification, deployment, and use of library

resources must be determined on reasonable principles of free access, good management, and reasonable security of materials.

- 2.2.3 Essential, too, is the freedom of inquiry by the individual. Under no circumstances should a member of the University or persons otherwise given University privileges under University policy be denied access to the libraries, their facilities and their collections, or have any limitations on use imposed, by reason of race, nationality, organizational affiliation, or the political, social, economic, philosophic, or religious views held by the individual. Since investigation of circulation files or other registration files by persons other than the library staff could intimidate the process of free inquiry in the library, such library records must remain confidential.

ARTICLE 3. Collegiality

The parties shall promote collegiality within the respective colleges at the University.

ARTICLE 4. Governance and Collegiality

4.1 Committee Nominations

All faculty shall participate in the daily life of the University as part of their regular workload including:

- (A) service on committees
- (B) governance matters
- (C) co-curricular activities

The University shall involve all faculty in formulating policies governing the areas set forth in (A) through (C) above.

Procedures for selection of Association members to committees are as follows:

- (A) *Nominations to College Committees*¹
 - (1) The most appropriate faculty shall be selected to serve on College committees.
 - (2) The parties shall consult with each other regarding committee membership.

¹ This does not include *ad hoc* committees or task forces or non routine committees that are normally formed to deal with matters not in the direct purview of standing committees.

- (3) The Association, through its standard processes, will nominate colleagues to serve on committees.
- (4) A Dean shall ordinarily appoint such faculty as are recommended pursuant to (3) above. If a disagreement arises (*e.g.*, a faculty member is unacceptable to the Dean), the Dean shall consult with appropriate Association representatives in an effort to resolve differences.
- (5) A Dean may also appoint faculty to committees. In such cases the Dean shall consult with appropriate faculty representatives prior to such appointment.

(B) *Nominations to University Committees*²

- (1) The most appropriate faculty and librarians shall be selected to serve on University committees.
- (2) The parties shall consult with each other regarding committee membership.
- (3) The Association, through its standard processes, will nominate colleagues to serve on University committees.
- (4) The University shall ordinarily appoint faculty and librarians recommended pursuant to (3) above to serve on committees responsible for academic matters. If a disagreement arises, the University shall consult with appropriate faculty representatives in an effort to resolve differences.
- (5) The University retains the right to appoint Association members to committees which advise the University in supervisory or managerial areas. In such cases the University shall consult with appropriate faculty representatives in a timely manner.

(C) Protocols to facilitate faculty-administrative cooperation may include that:

- (1) The charge and responsibility of individual committees be clearly delineated, written and available for faculty and administration review.
- (2) Steps be taken to ensure that faculty and administration representatives, as appropriate, participate in defining the charge of

² This does not include *ad hoc* committees or task forces or non-routine committees that are normally formed to deal with matters not in the direct purview of standing committees.

new committees and in communicating that charge to the University community.

- (3) Faculty or administration input, as appropriate, be solicited in setting the agenda for committee meetings.
- (4) Agenda for all committee meetings be written and distributed to committee members in advance of meetings.
- (5) Written minutes be maintained for all committee meetings.
- (6) Minutes be kept on file and, as appropriate, be available for faculty and administration review.
- (7) Committee decisions and recommendations, as appropriate, be published.
- (8) A University committee membership list be available in designated offices in the several colleges and schools of the University. The file should carry a regularly updated record of committee memberships, designated faculty and administration representatives and a schedule of regular meetings.

- (D) The University and the Association shall involve students in decision-making processes which affect their education.

ARTICLE 5. Co-Determination

5.1 Any actions or relationships between the Association and the University during the term of this Agreement, shall not be construed to be co-equal or co-management as defined by the U.S. Supreme Court in the *Yeshiva* decision in any way whatsoever. Any faculty member's role on advisory committees shall remain advisory only. The University may not file a clarification petition during the term of this Agreement.

5.2 *Status of the Association as a Labor Organization*

If the Association has a legitimate unfair labor practice ("ULP") charge under the National Labor Relations Act ("NLRA") and if the Association wishes to pursue that ULP, it must first file the ULP with the National Labor Relations Board ("Board"). If the Association does so, the University shall agree before the Board that the Association is a labor organization under the NLRA. If the Board dismisses the ULP on the ground that the Association is not a labor organization under the NLRA, the Association may file a court action under the following conditions:

- (A) the action shall be limited solely to the claim set forth in the ULP; and

- (B) the court may not award any remedy not available if the ULP were handled by the Board.
- (C) the court shall follow appropriate Board precedent and decisions of the courts of the U.S. interpreting the NLRA as the substantive law applicable to the Association's contention that a ULP has been committed.

5.3 Nothing in this Article shall interfere with an employee's right to file a grievance against the University in accordance with this Agreement.

5.4 Any violation of this protocol by the Association shall completely relieve the University of any obligation to take the position before the NLRB that the Association is a labor organization under the NLRA.

ARTICLE 6. Councils

6.1 The Dean and the designated Association Councils shall continue to meet regularly in order to resolve internal governance matters.

6.2 All agreements shall be set forth in writing.

ARTICLE 7. Committee Assignments

7.1 The Association shall be consulted when faculty on committees are not performing or fulfilling their responsibilities as determined by the University.

7.2 In cases where committee members do not fulfill their responsibilities as determined by the University, they may be removed from the committee.

ARTICLE 8. Non-Discrimination/Sexual Harassment and Affirmative Action

8.1 The University shall not discriminate against an employee because of his or her activity as a member of the Association.

8.2 An employee shall not receive a reduction in pay or University-paid benefits due to the signing of this Agreement.

8.3 Neither the University nor the Association, in carrying out its obligations under this Agreement, shall discriminate in respect to employment or Association membership because of race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, gender identity, sexual orientation, marital status, medical condition (cancer-related and genetic-related), disability, and other bases prohibited by law.

8.4 The University is an equal opportunity affirmative action employer and provides that employment, salaries, and access to training shall not be restricted because of

race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, gender identity, sexual orientation, marital status, medical condition (cancer-related and genetic-related), disability, and other bases prohibited by law.

8.5 Sexual Harassment

The University and the Association are strongly opposed to sexual harassment.

8.6 The following provides a definition of sexual harassment:

8.6.1 Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- (A) Submission to such conduct is made either explicitly or implicitly a term or condition of instruction or employment; or
- (B) Submission to or rejection of such conduct by an individual is used as a basis for evaluation in making academic or personnel decisions affecting an individual; or
- (C) Such conduct has the purpose or effect of interfering with an individual's performance.

Student-Faculty Relationships

8.7 The University and the Association are strongly opposed to sexual relationships between Association members and students. The Association shall participate in ongoing University sponsored programs/seminars which discuss the problems inherent in such relationships. All Association members shall attend one such program or seminar.

8.8 Sexual relationships are expressly prohibited in cases where Association members are engaged in teaching, advising, supervising a student, or engaged in research or professional development activities with a student.

8.9 Section 8.8 shall not apply to an Association member and a student who are married or to an Association member and a student who have a long standing and committed and prior relationship.

8.10 When a complaint is made, the Dean or designee will first meet with an accused Association member and discuss the complaint.

8.11 The University shall pursue discipline against individuals who (a) knowingly or frivolously make a false charge regarding a violation of 8.8 or; (b) retaliate against individuals who bring forth claims (or cooperate in investigations) under this Article.

ARTICLE 9. Relationships

This Agreement expresses the total understanding of the parties on the subject of wages, hours, conditions of employment and all matters pertaining to the relations between the Association and the University. It represents and is the result of concessions made by both parties, which have included a number of matters initially proposed by both parties as subjects for inclusion in this Agreement which were later dropped or modified as a result of and in exchange for concessions on other matters which were proposed. The parties acknowledge further that each had the unlimited right in these negotiations to propose any matters which are proper subjects for collective bargaining. Accordingly, any new matter, economic or non-economic, whether or not it pertains to a subject covered herein, and whether or not it was raised in the negotiations that produced this Agreement, is specifically waived by both parties as subject for bargaining during the life of this Agreement. Nothing contained herein, however, shall interfere with an employee's right to raise a grievance which involves a claim that the University has violated a specific clause of this Agreement. The specific provisions of this Agreement shall be the sole source of any rights which the Association or any Association member may charge the University has violated in raising a grievance.

ARTICLE 10. Past Practice

The specific provisions of this Agreement shall be the sole source of the rights of the Association and any employee covered by this Agreement. This Agreement supersedes all previous oral and written Agreements between the University and Association and the individual Association members. The relations between the parties shall be governed by the terms of the Agreement only; no prior agreements, amendments, modifications, alterations, additions or changes, oral or written, shall be controlling or in any way affect the relations between the parties, or the wages, hours, and working conditions.

ARTICLE 11. Association Membership

- 11.1 All employees shall become members of the Association in good standing thirty-one (31) days after the effective date of the Agreement or thirty-one (31) days after the beginning of their employment, whichever is later, and shall, as a condition of continued employment with the University, remain members of the Association in good standing by the payment of the periodic Association dues, special assessments and initiation and/or reinstatement fees uniformly required of all such members. If any member of the Association is certified, in writing, by the Association to the University as not in good standing by reason of the failure of the employee to tender said payments, he or she shall be dismissed by the University within two (2) weeks after such notice unless the employee has offered or tendered said payments within that period.
- 11.2 The above provision shall be modified by the following sections of the Article regarding conscientious objector status.

- 11.2.1 Any Association member who obtains or holds tenure at the University shall be eligible to apply for conscientious objector (CO) status. In such cases, a tenured faculty member who asserts an objection in conscience to union membership may apply for CO status to the CO Panel, which shall affirm or deny the application.
- 11.2.2 A copy of the application shall be forwarded to the University and to the Faculty Association.
- 11.2.3 The Conscientious Objector Panel shall be composed of one individual selected by the Faculty Association, one individual selected by the University and one arbitrator selected on a revolving basis from the permanent panel of arbitrators referenced in this Agreement.
- 11.2.4 The Panel shall hold a hearing for each applicant and shall provide, in writing, a majority decision. Panel hearings shall be informal. Panel hearings shall not be adversarial and shall be closed except for the applicant, the panel, and no more than one advocate for each party and for the applicant. All advocates must be Association members or the University staff. Exceptions to this rule shall be made only for good cause and must be approved by a majority vote of the panel.

Applicants shall not be questioned about beliefs not directly relevant to their claim of conscientious objection. Moreover, all parties shall conduct their questioning and discussion in the spirit of fairness and collegiality, in an honest effort to elicit the truth in each case, rather than adversarially. The Panel chair (ordinarily the neutral third party) shall have the authority to rule out of order any departures from this standard by any individual present.

A written response, including reasons, shall be given to all Parties. Each Party shall bear the expense of its representatives, participants, witnesses, and for the preparation and presentation of its own case. The fees and expenses of the arbitration, the hearing room and any other expenses incidental to the Panel hearing shall be borne equally by the Parties.

- 11.2.5 A tenured faculty member who applies for conscientious objector status shall place an amount of money equal to union dues in an escrow account jointly maintained for that purpose by the University and the Faculty Association. Upon the affirmation or denial of conscientious objector status, such dues shall be paid to the Faculty Development Fund (in cases where CO status is affirmed) and to the Faculty Association in cases where CO status is denied by the Panel. No faculty member shall be disciplined for failure to pay union dues during the period in which his or her status is being considered by the Panel.
- 11.2.6 A tenured faculty member may apply for CO status only once during the term of this Agreement.

- 11.2.7 Anyone who obtains CO status shall be required to pay an amount equal to dues to the Faculty Development Fund.
- 11.2.8 A conscientious objector who files a contractual grievance pursuant to the Collective Bargaining Agreement is required to pay all reasonable expenses incurred by the Faculty Association directly related to processing the grievance. In such cases, the Faculty Association shall provide written verification of all expenses and how they were incurred by the Faculty Association.
- 11.2.9 Neither the Faculty Association nor the University shall discriminate for or against faculty because they do or do not obtain conscientious objector status. So long as it is consistent with the collective bargaining Agreement, such faculty may participate in the academic affairs of the University.
- 11.3.0 The University and the Faculty Association may stipulate that any faculty member may obtain CO status without a panel hearing. Such stipulations shall normally be made on a case-by-case basis.
- (A) Any applicant may request of both parties, in writing, to obtain CO status without a panel hearing. The University and the Association shall consider and respond to all such requests within 60 days of receiving them, and shall offer the applicant the opportunity to appear before the parties' representatives within that period at a mutually convenient time if the applicant so wishes.
 - (B) Timelines in 11.3.0 may be extended only by mutual consent of the parties and the applicant. Failure of the Association to make a good faith effort to meet these timelines shall result in CO status being automatically awarded. Failure of the University or the applicant to make a good faith effort to meet these timelines shall result in the application being automatically denied.
 - (C) Granting of CO status under Article 11.3.0 must be by mutual consent of the Parties. In cases where the Association does not consent to grant CO status pursuant to this Article, the applicant shall retain full rights to a panel hearing without being prejudiced by this process. Moreover, if the Association denies CO status, it must provide to the applicant specific written reasons for its denial within two weeks after a decision has been reached. Failure to do so shall result in CO status being granted.

ARTICLE 12. Check-Off

- 12.1 The University shall accept written wage assignment authorizations from Association members, on a form supplied by the Association, approved by the University, providing for payroll deductions from their earnings for the Association initiation fee, special assessments and dues to the extent authorized by the Association By-Laws. The University shall remit monthly all monies so deducted to the Association. The wage assignment shall commence in the month immediately succeeding the date and month in which such authorization is executed.
- 12.2 An Association member, having voluntarily assigned such sums as provided above, may revoke such authorization and this right may be exercised only within and during a fifteen (15) day period beginning thirty (30) days prior to the first anniversary date of the Agreement between the University and the Association or during and within a fifteen (15) day period beginning thirty (30) days prior to any subsequent anniversary date of said Agreement or renewal thereof, by written notice to the University and the Association by registered mail, return receipt requested.
- 12.3 Any wage assignment authorization will be cancelled automatically if the Association member ceases to be employed in the bargaining unit covered by this Agreement or if any applicable collective bargaining Agreement expires without having been renewed or extended or without a succeeding applicable collective bargaining Agreement having been executed prior to such expiration.
- 12.4 The University's obligation is limited to remitting to the Association the sum or sums actually deducted from wages earned.
- 12.5 The Association shall indemnify and save the University harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the University for the purpose of complying with any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

ARTICLE 13. Savings Clause

If any provision of this Agreement conflicts with any federal, state or local law, or Executive Order having the effect of law, now in force or hereafter enacted, the remainder of the Agreement shall remain in full force and effect unless the conflicting parts are wholly inseparable from the remaining portions of this Agreement. The University and the Association will meet within (30) days for the purpose of negotiating non-conflicting language.

ARTICLE 14. Adherence to Law

The University, the Association and each Association member are obligated, as part of this Agreement, to comply with all federal, state and local laws in the performance of this Agreement.

ARTICLE 15. Management Rights

- 15.1 The management of the University and the direction and the control of the staff, including the right to plan, direct and control University operations; to determine the number and location of operation; to determine the means, methods, schedules of operation; to alter, rearrange, change, extend, curtail, or discontinue its operations partially or completely; to determine the methods of educational delivery to be used and services to be rendered; to determine the size, scheduling and assignment of the staff; to establish standards and maintain quality of performance; to establish and require employees to observe University rules and regulations and reasonable standards of conduct; to maintain order and discipline or discharge employees, shall be the right, solely and exclusively, of the University. The foregoing enumeration of Management's rights is not intended to be all-inclusive, but indicate the type of matters or rights which belong to and are inherent to Management, and shall not be deemed to exclude other rights of Management not specifically set forth. The University, therefore, reserves all rights, unless they are limited by the clear and explicit language of a provision of this Agreement.
- 15.2 Any of the rights, powers, authority and functions the University had prior to the negotiation of this Agreement are retained by the University, except as expressly abridged by a specific provision of this Agreement. The University's not exercising rights, powers, authority and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

SECTION II: FACULTY AND ADMINISTRATIVE RESPONSIBILITY FOR HUMAN RESOURCES AND CURRICULAR MATTERS

ARTICLE 16. Jesuit Heritage

In recognition of the character and heritage of the University, and notwithstanding any other provision of the Agreement, the University may appoint or retain members of the Society of Jesus or Sisters of Mercy on a priority basis.

ARTICLE 17. Faculty Appointments, Promotions, and Tenure

17.1 Appointment

Appointments to the University faculty are of three kinds: term, probationary and tenured. The nature of the initial appointment of a faculty member, and any special conditions thereof, shall be specified by the University at the time the appointment is made. The University shall consult with the appropriate Association representative or department or program chair in a given school/college or department when a faculty opening occurs and prior to appointment. Final authority for all decisions on appointments rests with the University.

17.2 Term Appointments

17.2.1 Term appointments are full-time, and are ordinarily made for no more than one academic year except under Article 17.2.3(E) below. Such appointments are renewable at the option of the University, but neither the initial term appointment, nor any renewals thereof, leads to or grants tenure. Promotion is limited to those appointments made pursuant to Article 17.2.4 below.

17.2.2 A faculty member with a term appointment is terminated automatically at the expiration of the term specified unless the University renews the appointment. No notice or action by the University is required as to such termination except as provided in Article 17.2.5 below.

17.2.3 The University may make use of term appointments for the following faculty:

- (A) Individuals who are employed to replace Association members on sabbatical or special leave.
- (B) Individuals who are appointed for a limited and specific period of time to provide instruction in a discipline's specialization or emphasis within a specialization not regularly included in the University curricula.

- (C) Individuals who are appointed to the University for a specific assignment and for a limited or specified period of time, including but not limited to faculty in teaching, research, or service programs which are funded directly or indirectly by contracts, grants, or awards from agencies external to the University or in programs that are designated as experimental within the University's curriculum.
- (D) Individuals who, having been notified during their third, fourth, fifth or sixth year of probationary appointment that they are being terminated, non-reappointed, denied tenure, or are otherwise in their final year of employment.
- (E) Individuals who may or may not possess a terminal degree, but are qualified to teach select USF courses. Appointments shall be one to five (5) year contract(s), renewable at the option of the University. The number of such faculty shall be limited to a total of sixty (60) positions. These positions shall not be used for the purpose of replacing tenure-track appointments. The Academic Vice President will meet with the Association President to review the purpose of these lines before implementation. The University shall provide the Association with the names of such appointments within a reasonable amount of time, normally thirty (30) days, after date of hire.

17.2.4 Effective July 1, 2005, term faculty shall be eligible to apply for promotion, as set forth in Articles 17.6 through 17.9, subject to the following exceptions:

- (A) Titles for term faculty shall be Term Instructor, Term Assistant Professor, Term Associate Professor, and Term Full Professor.
- (B) Candidates who have six (6) or more years of service at the University shall be evaluated on (i) teaching experience and ability, and (ii) service to the University and to the profession or the community, as both are defined in Articles 17.9.6 and 17.9.8, respectively.
- (C) Effective academic year 2008-09 the standard for promotion shall be superior in teaching and superior in service.
- (D) In no circumstance shall term faculty accrue seniority or tenure.
- (E) Prior teaching at other institutions does not count towards promotion.

(F) Candidates may grieve whether the decision for promotion was arbitrary, discriminatory or capricious.

17.2.5 A term faculty member who is not renewed after six years of continuous, full-time service shall receive notice of non-renewal equal to one year, or six months pay in lieu of notice. A term faculty member may not grieve or arbitrate a non-renewal; however, nothing in this Article precludes the faculty member from meeting with the dean and requesting reconsideration.

17.3 Probationary Appointments

17.3.1 Probationary appointments are full-time appointments which are subject to termination by the University on the terms set forth herein. Faculty members with probationary appointments are eligible for tenured appointments in accordance with the terms and procedures set forth herein. The probationary period for faculty shall be six (6) years.

17.3.2 A faculty member with a probationary appointment in his or her first year of service at the University may be terminated by the University by a written notice given to him or her on or before March 15th of the first year. The termination shall be effective as of June 30th of the same year.

17.3.3 A faculty member with a probationary appointment in his or her second year of service at the University may be terminated by the University by a written notice given to him or her on or before December 15th of the second year. The termination shall be effective as of June 30th of the following calendar year.

17.3.4 A faculty member with a probationary appointment in his or her third, fourth, fifth or sixth year of service at the University may be terminated by the University by a written notice given to him or her on or before June 1st of that year. The termination shall be effective as of June 30th of the subsequent year and the appointment for the subsequent year shall be deemed to be a term appointment. The University, at its sole discretion, may elect on or before June 1st of the year the notice is given to make the termination effective as of June 30th of the year in which the notice is given by paying severance pay on the date of termination. Severance pay shall equal one-half of the last annual salary received by the terminated faculty member and health benefits, if any, as provided by law and University policy.

17.3.5 Credit for service at another college or university or for part-time or full-time term service at the University will be disregarded for purposes of calculating whether, with respect to timely notice due, a faculty member with a probationary appointment is in his or her first, second or third year of service at the University.

- 17.3.6 Non-reappointment of a faculty member in his or her first, second or third year of a probationary appointment shall not be arbitrable. Nonreappointment of a faculty member in his or her fourth, or fifth year of probationary appointment shall be subject to the grievance and arbitration procedure contained in Article 38 and 39 of the Agreement. However, the grounds for appealing non-reappointment to arbitration for faculty eligible to grieve shall be limited to one issue: whether the grievant demonstrates the decision for non-reappointment was arbitrary, discriminatory or capricious.
- 17.3.7 Notice of denial of tenure for a faculty member in his or her *sixth* year of a probationary appointment shall constitute notice of termination, as will the failure of such a faculty member to apply for tenure during his or her *sixth* year of a probationary appointment within the time specified. A denial of tenure shall be subject to the grievance and arbitration procedure contained in Article 38 and 39 of the Agreement. An arbitrator may not award promotion or tenure to a probationary faculty member except as expressly provided for in Articles 38 and 39 of this Agreement.
- 17.3.8 Notices shall be effective if delivered to the faculty member's office on campus by the date specified, or if mailed by certified mail, one day prior to the date specified to the faculty member's residence as last reported by him or her to the University Human Resources Office.
- 17.3.9 Nothing in this Agreement shall be construed to abrogate a terminated probationary faculty member's rights to seek redress in the courts on the basis that the termination was contrary to federal or state law, but no rights under this contract shall be deemed to exist except as set forth in 17.3.6 above.
- 17.4.0 Written notice of termination as referred to in 17.3.2, 17.3.3, and 17.3.4 above shall include the reason(s) for such termination. Such written notice, including the reason(s) for termination, is provided for the personal information of the terminated faculty member only, and shall not be used by the terminated faculty member and/or the Association in any external complaint, protest or appeal.

17.4 Tenured Appointments

These are full-time appointments for continuous service as a faculty member subject to termination or layoff by the University on the basis of procedures set forth in this Agreement.

17.5 Tenure and Promotion

17.5.1 TIME LIMITS

- (A) The maximum period of service in a probationary appointment as a faculty member at the University shall be six (6) years. A faculty member with a probationary appointment shall be considered for tenure during the sixth year of service as a full-time member of the faculty of the University. If a faculty member is not granted tenure by the University in accordance with the procedures set forth in this Article by the end of the sixth year of the probationary appointment, the faculty member shall be terminated in accordance with the provisions for termination of Article 17.3.7.
- (B) Probationary and tenured faculty members who previously have had full-time service at a rank of Instructor or above at other colleges or universities, or as full-time term faculty at the University, may be entitled to a reduction of up to three (3) years of the maximum period of service in a probationary appointment or in rank of Associate Professor on the basis of a reduction of a year for each such year of service and such credit must be specified in writing by the Academic Vice President at the time of the initial appointment, or within the first year of appointment. Term faculty members are not entitled to the reduction described above.
- (C) Term faculty members must have a minimum six (6) years cumulative service at USF to be eligible to apply for promotion.

17.6 *Criteria for Appointment to Term, Probationary and/or Tenured Faculty Ranks*

- 17.6.1 Faculty ranks are Instructor, Assistant Professor, Associate Professor, Professor, and Professor Emeritus. Full-time faculty appointments to the University shall generally be made according to the criteria below; these are not the standards for promotion or tenure, as described in 17.9 of this Article. In other words, appointment to the rank of Associate or Full Professor shall not imply that a candidate has automatically satisfied the standards for promotion or tenure as set forth in this Article.
- 17.6.2 All faculty appointments shall be at the rank of Assistant Professor or higher and shall possess the doctoral degree or its equivalent. However, in those cases where the University appropriately advertises an opening for a faculty position but is unable to fill that position with a person qualified for the rank of Assistant Professor or higher, that position may be filled as a term appointment at the rank of Instructor.

- (A) The criteria for appointment to the rank of Instructor are possession of a master's degree (or equivalent) and evidence of potential for effective teaching, as determined by the University.
- (B) The criteria for appointment to the rank of Assistant Professor are possession of the doctoral degree, appropriate terminal degree, *e.g.*, MFA, or the equivalent (usually interpreted as preparation and training comparable to the accepted doctoral or terminal degree program in time, continuity, professional standards and applicability to the field of specialization; *e.g.*, degree from a foreign institution), and evidence indicating promise of teaching, scholarship and service performance of a high order of effectiveness and professional growth and achievement, as determined by the University.
- (C) The criteria for appointment to the rank of Associate Professor, in addition to the prerequisites for Assistant Professor, are six (6) years of full-time teaching experience at the college or university level; teaching excellence; scholarly publications and research of merit; and service to the Academy, the profession or the community, as determined by the University.
- (D) The criteria for appointment to the rank of Professor, in addition to those for Associate Professor, are ten (10) years of full-time teaching experience at the college or university level or its equivalent; teaching excellence; scholarly publications and research of great merit; outstanding service to and leadership in the Academy, the profession or the community, as determined by the University.
- (E) The University may, at its sole discretion, waive time in rank set forth in (C) and (D) above.

17.7 Procedures for Applying for Promotion or Tenure

On or before April 1 of every academic year, the Dean shall remind faculty in a respective school or college that eligible faculty who wish to apply for promotion or tenure should notify the University of their intentions to apply for promotion or tenure by April 15. Faculty must submit publications (if any) and/or creative work (work published or formally accepted for publication) by July 1. However, all applicants for tenure and/or promotion may submit to the College-wide Peer Review Committee an update related to the research materials in their applications by November 15th of the year in which they are being considered for tenure and/or promotion. The materials submitted in the update should be limited to research, creative and artistic work that was completed prior to the preceding April 15th and listed as "pending" in their application. This update should include

a copy of the official notification documenting the results of the review process. These publications will be externally reviewed.

17.7.1 On or before April 15th preceding the academic year in which a faculty member intends to apply for tenure or promotion, the faculty member shall notify the Dean in writing of this intention. No later than July 1, the candidate shall provide the Dean with four (4) copies of all available publications that will be submitted as part of the application. However, all applicants for tenure and/or promotion may submit to the College-wide Peer Review Committee an update related to the research materials in their applications by November 15th of the year in which they are being considered for tenure and/or promotion. The materials submitted in the update should be limited to research, creative and artistic work that was completed prior to the preceding April 15th and listed as “pending” in their application. This update should include a copy of the official notification documenting the results of the review process. Reasonable duplicating costs and those associated with the purchase of books directly relevant to the candidate's promotion and tenure file shall be paid by the University.

17.7.2 On or before September 15th of the year in which a faculty member wishes to be considered for promotion or tenure (the sixth year of a probationary appointment in the case of tenure, and any year in which a faculty member is or will become eligible for promotion according to 17.9.5 below), the faculty member shall file an application with the Dean in accordance with the guidelines for peer review and standards and criteria as set forth in this Article. The application shall be made on a form available upon request from the Dean. It is the responsibility of the faculty member applying for promotion or tenure to provide the Dean with all relevant materials, and to review the entire application and all accompanying materials to ensure all documents and supporting materials have been submitted pursuant to procedures outlined in this Article.

17.8 *Peer Review Procedures*

17.8.1 There shall be two types of faculty peer review committees:

(A) School or College-wide peer review committee.

(B) University-wide peer review committee.

(1) Composition

The College-Wide Peer Review Committee

This committee shall be composed of at least three (3) distinguished full professors (tenured) and no more than two (2) associate professors (tenured). The committee shall be composed of five (5) individuals elected by all full-time bargaining unit

faculty consistent with College procedures and the provisions of Article 18. The committee shall elect a chair.

Deviations from the above shall be by mutual written agreement between the parties.

The University-Wide Peer Review Committee

This committee shall be composed of fifteen (15) scholarly and distinguished faculty. This committee shall be composed of at least eleven (11) distinguished full professors (tenured) and up to four (4) associate professors (tenured). Individuals shall come from each of the schools (and colleges) represented by the Association. Faculty shall be elected under the supervision of the Faculty Association. However, all tenured full-time faculty shall be eligible for election and service on this committee. The committee shall be constituted with representation approximately proportional to the number of full-time faculty in each school or college. The committee shall elect a chair. At this time, the constitution shall be:

School of Business and Professional Studies:	3*(new number)
School of Education:	2
School of Nursing:	2
<u>College of Arts (6) and Sciences (2):</u>	<u>8</u>
	15

Deviations from the above shall be by mutual written agreement between the parties.

The charge of both committees shall be to review, without exception, all applications submitted by faculty members of the bargaining unit for promotion or tenure. Such reviews shall be made at meetings called for this purpose.

17.8.2 Procedures

- (1) It is the responsibility of the faculty member applying for promotion or tenure to provide the Dean with all relevant materials for consideration. Application for promotion or tenure shall be made on forms provided by the Dean. The faculty member shall review the entire application and all accompanying materials to ensure all documents and supporting materials have been submitted pursuant to procedures outlined in this Article. Absent their review, the file will be deemed complete for purposes of consideration of an applicant for promotion or tenure. Applications shall include an application form, a *vitae*, publications, teaching evaluations and specific committee assignments and shall also include all other relevant material, including ACP forms if the

candidate desires their inclusion. The application and all supporting materials shall be submitted to the Dean. The Dean shall have up to three (3) weeks to review the application materials and notify the faculty member in cases where the application or accompanying materials appear to be incomplete. Such notification shall be in writing and identify specific items where the application or accompanying materials are incomplete. Upon receipt of this notification a faculty member shall, within ten (10) days, forward (in writing) missing or incomplete items to the Dean. Failure by the faculty member to forward these items in application materials to the Dean shall not obligate the University to consider such items nor shall such failure be used as a basis for ruling (by a peer review committee) that a denial by the University is unjust. The Dean shall forward all application materials, including new updated research and/or creative work submitted by the candidate, to the College-wide Peer Review Committee by November 15. The Dean shall provide outside reviews (if such exist) to the College-wide Peer Review Committee and the University-wide Peer Review Committee. The identity of individual reviewers shall remain confidential.

- (2) At the sole discretion of the candidate, the candidate may ask departmental colleagues to review the application and supporting materials and forward a written recommendation to the Dean and the Peer Review Committees.

College-wide Peer Review Committee

- (3) The College-wide Peer Review Committee shall meet and review all candidate files forwarded by the Dean. The committee shall have access to official University Teaching Evaluation data.
- (4) The committee shall, by vote, evaluate a candidate's performance in each of the areas described in Article 17.9 as either superior, adequate or inadequate. The committee or individual committee members may also write a narrative on each candidate setting forth the strengths and weaknesses of each candidate. Such narratives shall accompany the vote.
- (5) During the time the committee is considering a candidate for promotion or tenure, the committee shall meet once with the Dean if the Dean or committee requests a meeting. The sole purpose of the meeting shall be an opportunity for the Dean and the committee to discuss the application(s) and supporting materials of all college candidates for promotion and tenure. The committee and the Dean may, at their discretion, meet on other occasions.

- (6) A recommendation regarding each candidate shall be considered affirmative if and only if it is supported by a majority of the entire committee membership. Should an application receive less than a majority recommendation, the committee shall be considered not to have made a recommendation.
- (7) The chair of the College-wide Peer Review Committee shall forward the complete voting record (i.e., how many committee members rated the candidate superior, adequate or inadequate in each area) and the written narratives or recommendations, if any, of the committee to the chair of the University-wide Peer Review Committee, the Dean, the Academic Vice President, the President of the Association and the candidate by December 15. However, the candidate may not appeal this recommendation until formal written notification is received from the University.
- (8) All information and documentation referred to above shall remain strictly confidential.

17.8.3 *University-wide Peer Review Committee*

- (1) All recommendations of the College-wide Peer Review Committee shall be forwarded (with the application and all supporting documentation and appended materials) by the chair of that committee to the chair of the University-wide Peer Review Committee, and the Dean by December 15.
- (2) The University-wide Peer Review Committee shall meet to discuss and consider each faculty applicant for promotion and tenure within thirty (30) days of receipt of the recommendation from the College-wide Peer Review Committee. The committee shall have access to official University Evaluation Teaching data.
- (3) The Committee shall by vote, evaluate the candidate's performance in each of the areas described in Article 17.9 as either superior, adequate or inadequate. The Committee may also write a narrative on each candidate setting forth the strengths and weaknesses of each candidate. Individual committee members are also free to write a narrative and a recommendation on each candidate.
- (4) The Dean or chair of the College-wide peer Review Committee may request a conference(s) with the University-wide Peer Review Committee. At the request of the Dean or chair, the Committee shall meet with the requesting party.
- (5) The chair of the University-wide Peer Review Committee shall forward the complete voting record (i.e. how many Committee members rated the candidate superior, adequate or inadequate in

each area) and the written narratives or recommendations, with all supporting documentation to the Academic Vice President, Dean, and the President of the Association by February 15. The narratives on each candidate if any, shall be considered by the University Promotion and Tenure committee. They shall also be sent to the chair of the College-wide committee and to the candidate.

- (6) All information and documentation referred to above shall remain strictly confidential.

17.8.4 *University Promotion and Tenure Committee*

The University Promotion and Tenure Committee, appointed by the Academic Vice President, shall meet to review, recommend or deny applicants for promotion and tenure. The date of official notification shall be no later than March 21st of the academic year in which an applicant is considered for promotion or tenure.

17.9 *Standards for Granting Promotion or Tenure*

- 17.9.1 The three categories in which the applicant is to be judged are: (a) teaching experience and ability; (b) service to the University and to the profession or the community; and (c) research or other creative work.
- 17.9.2 In appraising a candidate's qualifications for tenure or promotion, the weighing of the performance within the three categories set forth above may vary with the individual, his or her duties and the needs of the College. It cannot normally be expected that the candidate will demonstrate outstanding merit in all three categories. He or she must, however, possess outstanding or superior qualities in at least two categories, and adequacy of performance in the third category, and, in all cases, give evidence of a creative and scholarly mind.
- 17.9.3 In general, work performed before coming to the University is the basis for appointment. For tenure or the first promotion since appointment, all of a candidate's scholarly work will be considered; however, greater weight will be given to scholarship produced since appointment to the University, and in all cases the candidate will be expected to have met criteria at the appropriate level as described in this Article. In the evaluation of teaching and service for tenure or the first promotion subsequent to appointment, work performed since appointment will be considered. For any subsequent promotion, work performed since the previous appointment or promotion will be accorded greater weight.
- 17.9.4 In rare instances, extraordinary and outstanding individuals may, upon approval of the Academic Vice President, be granted tenure upon appointment. Tenure at the University will not normally be awarded until

the individual has at least three (3) years of full-time teaching experience at USF.

17.9.5 For candidates appointed at the Assistant Professor level, the first promotion (to Associate Professor) shall be linked with the tenure decision. Promotion to Associate Professor requires at least six (6) years' full-time service, while promotion to Full Professor requires at least ten (10) years' full-time service. Exceptions to these criteria and procedures may be granted only by the Academic Vice President, and must be in writing. Such exceptions shall not be subject to Article 38 of this Agreement or set precedent. Any individual holding a faculty rank may be granted tenure by the University at any time. At the sole discretion of the University, the University may consult with relevant departmental or school faculty concerning such appointments.

17.9.6 *Teaching experience and ability* relates to the effort associated with a faculty member's specific course assignment as well as for courses the faculty member has taught or is projected to teach. The teaching standard includes performance in the classroom, course preparation, tutoring and assisting students in course or dissertation work, assessing student learning, advising, and other activity directly associated with course(s) assigned to a particular faculty member, including activities that are aimed at upgrading the faculty member's knowledge and skills in his or her teaching area. The results of the descriptionnaire specified in Article 19.1.2 must be submitted with the application for promotion or tenure. Other evidence of teaching effectiveness includes, but is not necessarily limited to:

- (A) Course syllabi, course objectives, instructional materials, and tests.
- (B) Videotapes of the applicant's teaching.
- (C) Invited presentations to others' classes.
- (D) Records of supervision of independent study courses, honors theses, graduate theses and dissertations, field trips, internships, and practice.
- (E) Records of relative performances of the applicant's sections of multisection courses.
- (F) Development of new courses and labs, or new approaches to teaching.
- (G) Publication of books or articles on teaching methods.
- (H) Enrollment in courses or programs designed to improve teaching.

- (I) Written evaluations by colleagues and/or students.
- (J) Assessment of students' achievement of specific learning outcomes in courses taught by the faculty member.

17.9.7 *Research or creative and artistic work* is the scholarly activity associated with gaining a greater understanding of a faculty member's field or professional discipline, contribution by the faculty member to the field of knowledge associated with his or her profession, and significant practical application of scholarly activity to the field, including works of artistic merit. While publication in the various scholarly journals and presses remains as a primary measurement of research, this is not the sole criterion that should be employed. In some instances, scholarly journals may not be the most relevant measure of research within a faculty member's field (e.g., works of art, original plays, artistic performance and production, etc.); similarly, in some instances a significant practical application of already established scholarly knowledge may be considered within a particular school or college as a very effective form of scholarly activity. However, in all cases, the scholarly activity must represent a significant contribution to the discipline or professional field, and this contribution must be verified by recognized experts in the field.

- (A) The candidate shall submit evidence of meritorious research or other creative work. Evidence shall include, but not be limited to: publications and manuscripts; documentation of public performances; computer software relevant to research, audio or video tapes, motion pictures, and similar materials made for professional use and publicly distributed; the award of research grant or contract; or an address given to a symposium, conference, or meeting; or other professional recognition.
- (B) The candidate shall document this research or other creative work by submitting full bibliographic detail. Five (5) copies of each publication, manuscript, or other research or creative materials (a program from a public performance, for example) shall be submitted along with any evaluations by colleagues, reviews, citations by others in the field, awards and other scholarly recognition, requests for reprints, or other scholarly correspondence which the candidate chooses to include. Manuscripts accepted for publication will be considered published research only when accompanied by a letter of acceptance from the publisher. The candidate shall clearly distinguish among published research, research accepted but not yet published, research submitted but not yet accepted, and all other research.
- (C) In evaluation of the merits of such research or other creative work, more weight shall be given to original authorship than to editorial activity, more weight to articles in refereed journals than in non-

refereed journals, more weight to non-refereed journals than to self-published or unpublished materials. Other factors to be considered in evaluating merits of the research or creative endeavor include its significance, originality, or usefulness, the academic standing of the publication, and the extent of the candidate's role in cases of multiple authorship. The University shall not allow its own philosophical, political, or religious beliefs to influence the judgment of the worth of the research.

17.9.8 *Service to the University and to the Profession or the Community* is the contribution by the faculty member to the community life of the University, to the greater community in which he or she works or resides, and to the profession. The form of service may vary, but it is either in addition to or separate from that which is associated with teaching or research.

Evaluation of service under this category shall be based upon the relative importance of the applicant's contribution of service, including the duration and level of the service rendered. Greater weight shall be given to the quality of service and the significance of the candidate's contribution, as validated by evidence submitted as part of the application, than to apparent quantity of service as exemplified, for example, by a lengthy list of committee assignments. The University shall not allow its own philosophical, political, or religious beliefs to influence the judgment of the worth of the service. Service to the University, the profession, and the community includes, but is not limited to, the following specific examples:

- (1) SERVICE TO THE UNIVERSITY
 - (i) Service to the USF Faculty Association.
 - (ii) Service to students (including advising, career counseling, presentations of lectures on special topics, participation in panel or group discussion, directing field trips, supervising independent study projects, serving as faculty moderator of a student activity and engaging in extra-curricular academic activities with students and involvement in student affairs programming).
 - (iii) Service to the academic community (including presentations of lectures, participation in seminars, developing research proposals with other faculty members, serving on committees, study groups, and task forces, and lending one's professional expertise to other faculty members for their benefit).
 - (iv) Service to the University (including significant service to the offices of the University, such as University Development (including the Alumni Association), Student Development, special student services, and the Office of Admissions).

(2) SERVICE TO THE PROFESSION

Professional service includes membership in professional organizations, attendance at their meetings and conferences, organizing such meetings, service as a discussant of papers read by others or being a panel member at such meetings, holding office in organizations, receiving awards and recognition from such groups, and contributing consultative, advisory, or editorial service in a professional capacity. (Being paid for such services shall not automatically render them unworthy of consideration in this category; the University shall exercise judgment concerning the role of financial recompense in the service.)

(3) SERVICE TO THE COMMUNITY

Community service includes a wide range of activities directed toward local, state, or national groups. Examples of such service include lectures, panel discussions, radio and television appearances, membership on advisory boards or civic committees; involvement in community, political, or charitable organizations, service to religious bodies, or to the government, and involvement in youth and citizen recreation programs.

17.9.9 *Criteria to Evaluate Teaching Experience and Ability; Service to the University and to the Profession or the Community; and Research or Creative Work*

In order to be considered for promotion or tenure, a faculty member must be judged to be superior in two of the three categories listed in 17.9.1, and at least adequate in the third. The terms (“adequacy”) and (“superiority”) are defined below. The standards for promotion to Full Professor are more stringent than those for promotion of Associate Professor. Standards for promotion to Associate Professor are more stringent than those for appointment to Assistant Professor. While the standards for tenure are identical to those for promotion to Associate Professor, a faculty member must be considered and reviewed for promotion and tenure in all cases; e.g., criteria for tenure and promotion must be met, unless such are waived pursuant to 17.9.5.

These criteria, or the relative importance assigned to them, can be modified by the University, in order to meet the specific needs of the school or college, or to take into account the relative weights of teaching, research and service reflected in an individual faculty member’s workload. Modification of these criteria in the case of an individual will be by mutual, written agreement between the University and the faculty member only.

Teaching

Adequacy:

Teaching evaluations consistently at or above average for the school or college.

Course syllabi and/or accompanying instructional materials that show evidence of continuing scholarship, and periodic review of instructional materials and methods.

Substantive contribution to curriculum at the department, program, College or University level, supported by evidence, for example, letters from departmental or program colleagues, chairs or directors.

Superiority:

Teaching evaluations consistently significantly above the average for the school or college.

Course syllabi and/or accompanying instructional materials that show evidence of continuing scholarship, and periodic review of teaching materials and methods.

Quality of instruction is validated by evidence from varying sources such as, e.g., recognition of professional associations, colleagues, University or College adoption of original materials, etc.

Substantive contribution to curriculum development at the College or University level or especially distinctive contribution at the department or program level, supported by evidence, for example, letters from departmental or program colleagues, chairs or directors.

Research

Adequacy:

Consistent, current and active research program and results, as evidenced, *inter alia*, by scholarly books or refereed journal articles, artistic works in juried exhibitions.

Superiority:

Consistent, current and active research (or artistic) program and results of distinction, recognized nationally or internationally in the field, and evidenced, *inter alia*, by a significant record of scholarly books or refereed articles published by prestigious publishers or journals or juried exhibitions of artistic works.

For promotion to Full Professor, superiority in this category shall require that the candidate's scholarship or artistic works be of great merit.

Service

Adequacy:

Consistent, current and active service program, with at least one major service contribution of high quality, as validated by evidence submitted with the application, for example, letters from departmental or program colleagues, chairs or directors.

Superiority:

Consistent, current and active service program, with a significant number of major service contributions of high quality, as validated by evidence submitted with the application, for example, letters from departmental or program colleagues, chairs or directors.

For promotion to Full Professor, superiority in this category shall require outstanding service to and leadership in the University, the profession or the community.

ARTICLE 18. Peer Review Elections

College-Wide Elections Peer Review Committees

Deans will discuss the college-wide election procedures with the Association Executive Council in each college. The Executive Council and Dean will discuss and agree on election procedures. The Executive Council will run the election provided that:

- (1) all full-time faculty will be given an opportunity to vote;
- (2) ballots will be secret and in writing.

The University has the right to challenge committee members based on the criterion of “distinguished.”

ARTICLE 19. Professional Responsibilities of the Faculty

- 19.1 The professional duties of the faculty include, but are not limited to: Effective teaching, professional development, dignified representation of the University in public affairs, participation in the programs of professional societies, and maintenance of professional and ethical relations with one’s colleagues and the University Community—these are among the professional responsibilities of the faculty. To these are added the following:

19.1.1 Full -Time Service

A full-time faculty member is expected to perform teaching duties in accord with established requirements of the University and of the particular school or college to which the faculty member is assigned;

pursue professional development and the enhancement of both the public good and the prestige of the University through research and scholarly publications; advise students and assist with their registration; maintain regular office hours; participate in commencement exercises; serve on University and/or College committees; attend College, department and program meetings; participate in the activities of the department, College and University; and perform other institutional tasks characteristic of the academic profession.

19.1.2 *Evaluation of Instruction*

Every member of the faculty shall allow to be distributed and tabulated for each course in each semester a student descriptionnaire. The instrument used shall be the SUMMA Form unless another standardized instrument mutually agreeable to the faculty member and the University is substituted. Deans shall distribute, collect and tabulate the descriptionnaire, and provide the results to the faculty member.

19.1.3 *Intent to Stay*

If, upon timely request by the University, no notice is received from the individual faculty member by July 1st indicating his or her intent to remain with the University, the University shall consider the faculty member to be terminated.

19.1.4 *Commencement Exercises*

All Association members are required to attend the annual Commencement exercises, in cap and gown. Permission to be absent from these exercises may be given by the Association member's Dean.

19.1.5 *Changes of Class Hours or Classrooms or Examination Times*

Faculty members are not authorized to change hours of classes or rooms assigned without the written approval of the appropriate Dean. Nor should the faculty member announce such changes to the students prior to receiving approval from the proper authorities. The Registrar, after receiving information of all changes in class hours and classrooms approved by the Dean, has the responsibility for effecting such changes and informing those concerned. When semester exams are given, they must be administered according to the published schedule. Any exceptions must be obtained in writing beforehand from the Dean.

19.1.6 *Cancellation of Classes*

(A) Faculty members have an obligation to meet all their scheduled classes and to hold class throughout the whole of the scheduled time. However, it is recognized that exceptions may exist. Any deviation from regularly scheduled class meetings must be reported by the faculty member to his or her Dean. If the Dean objects to the deviation, he or she may ask the faculty member to adhere to normal scheduling.

- (B) When a faculty member is forced by illness or other indisposition to cancel class, the students and the Dean should be informed before the class is scheduled to meet, if possible.
- (C) A faculty member who, for good reasons other than illness, needs to be absent from class for a short period must request permission from the Dean. If permission to cancel classes is given, the Registrar should be notified.

19.1.7 Faculty Availability

All full-time faculty members must be available for service at the University throughout the academic year. (The academic year begins three business days preceding the day on which undergraduate classes begin in the fall semester and ends with Commencement exercises in the Spring semester.)

There will be a two-day fall break the Monday and Tuesday of the 1st or 2nd week of October. The Fall Break proposal will be implemented in 2009-2010 and 2010-2011. The new schedule will be reevaluated by a joint committee by November 15, 2010 for 2011-2012.

The University shall retain the student study/review days in both semesters (Spring/Fall).

19.1.8 Office Hours

Each full-time faculty member is expected to keep regular office hours on a schedule to be approved by the Dean and be available to students and advisees without previous appointment. The hours should be distributed so as to be of maximum availability to students. The schedule should be posted and strictly observed. Where non-teaching obligations require additional office hours, these should be provided.

19.1.9 Tutoring One's Own Students

A faculty member may not be recompensed beyond his or her regular salary for tutoring his or her own students.

19.2.0 Curriculum Oversight

It is the responsibility of faculty to play an ongoing and sustained role with colleagues in overseeing and revising the curricula, when necessary, offered in department(s) or program(s).

19.2.1 Conduct in the Classroom

The instructional staff, in the classroom and in conference, should encourage relevant discussion, inquiry, and expression. Student performance in the classroom should be evaluated solely on an academic basis, not on opinions or conduct in matters unrelated to the academic objectives of the University.

19.2.2 Faculty shall have the right to eject, for a specified period of time, a student whose conduct is disorderly, disruptive or obstructive (shouting or making bothersome noises, speaking out of turn repeatedly or otherwise disrupting the orderly classroom process). In such cases, faculty must inform the Dean, in writing, of the reasons why the student was required to leave the class. Such a student shall have the right to appeal this decision to the Dean.

19.2.3 *Protection of Freedom of Expression*

Students of the University are free to take reasoned exception to the data or views in any course of study and to reserve judgment about matters of opinion. The students are responsible for learning the content of any course of study for which they are enrolled.

19.2.4 *Protection Against Improper Academic Evaluation*

Students shall have protection through orderly procedures against prejudiced or capricious academic evaluation as specifically provided for in 19.2.5. At the same time, students are responsible for fulfilling standards of academic performance for each course in which they are enrolled.

19.2.5 Without limiting the generality of the foregoing, students of the University shall have the following rights:

- (A) The peaceful advocacy of any personal academic opinion, even if it may contradict stated University principles, is consonant with the rights of an individual living in a free society. Students may represent without penalty any academic opinion in or out of class, but may be required to demonstrate knowledge of views contrary to their own in order to fulfill course requirements.
- (B) No major tests shall be administered and no major papers shall be assigned during the seven (7) calendar days preceding the final examination week. The only exception will be combination lecture laboratory courses, where the laboratory portion of the course may be scheduled for examination.
- (C) The student shall receive from his or her instructor during the first week of class a written outline of the work and research expected of the course in which the student is enrolled; such an outline, which shall not be used for purposes of evaluation by the University, shall include term papers and research papers of substantial proportions, and the approximate date on which such assignments are due.

19.2.6 When a student believes that his or her final grade for a course was unfair, the student may use the process described herein to seek resolution of the

matter. The burden of proving a claim of an unfair grade (e.g. discrimination, unjust treatment, or errors in calculation) rests with the student. Grades are awarded or changed only by the course instructor or through this appeals process. An appealed grade may be raised or lowered during the course of this appeals process. The parties should make every effort to achieve consensus and to resolve conflicts at the lowest level and as quickly as possible, especially in cases where a student's timely academic progress is in jeopardy.

At any stage of this appeal, a case may also be placed before the Academic Honesty Committee. Such report should be written. At such time, all concerned parties shall decide whether or not to return to the procedure set forth in this Article. It is understood that the Academic Honesty Committee does not have the authority to alter a student's grade. The Academic Honesty Committee and its policies are established and maintained at the sole discretion of the University and are not subject to this Agreement.

- (A) Should this Article be subject to dispute, the following conditions shall apply:
1. Any recommendations from the committee(s) set forth in this section shall not be binding in any way on the University's judgment on grading policies. Such decisions shall refer only to the specific case being appealed. In addition, this provision shall not be subject to the grievance and arbitration procedures.
 2. If the Association and the University failed to follow procedures as set forth in this section of the Article, the specific issue of whether the University and the Association followed procedures in the specific appeal shall be subject to the grievance and arbitration procedures. In such cases the arbitrator shall limit his or her decision to this issue.

The student must direct an appeal in writing to the course instructor involved within the first 30 days of the next semester for the fall and spring semesters or 30 days after the mailing of grades for Intersession or Summer Session. The appeal must include presentation of whatever evidence of unfair evaluation the student believes is relevant. Once the time limit has expired, an appeal will not be taken forward unless the student could not reasonably have known about the alleged injustice within that time; in that case the student must appeal within 30 days of discovering the alleged injustice. It is the responsibility of all parties to make every effort to resolve their differences between themselves and informally.

If at any stage of the grade appeal process an allegation of academic dishonesty becomes known for the first time, this Grade Appeal Process shall be suspended and the case referred to the Academic Honesty Committee. The Academic Honesty Committee will make a written report of its findings to the parties involved. If the Academic Honesty Committee finds the student did not engage in academic dishonesty, the student may decide whether or not to return to the Appeal Process for Change of Grade. If the Academic Honesty Committee determines the student engaged in academic dishonesty, then the instructor's grade will stand and the student may not return to the Appeal Process for Change of Grade. The Academic Honesty Committee does not have the authority to alter a student's grade and may not consider in any way the merits of the grade itself; the only questions are whether academic dishonesty did occur, and if so, what the appropriate sanction(s) should be.

At any stage, any of the parties may invite the University Ombudsperson to help facilitate an agreement.

DEAN CONSULTATION PROCESS

The parties may decide to expedite the appeal procedure by consulting the dean (in the school or college within which the course resides) for an informal resolution. If they decide to consult the dean, the dean's decision shall be final and binding and may not be appealed. If the student and faculty member cannot resolve the matter between themselves within 30 days and do not agree to consult the dean, the student may appeal through the formal process below. If the faculty member is absent from campus or otherwise unavailable during the 30 days, then the student may proceed directly to the formal process below.

GRADE APPEAL COMMITTEE PROCESS

Adherence to the time requirements listed below in the formal process are the responsibility of the faculty member and the student. If the student does not adhere to them, then the instructor's grade will stand. If the faculty member does not adhere to them, then the student may appeal to the dean of the college in which the course was offered to expedite the process. If the faculty member still fails to respond in a timely manner the student may proceed with the appeal directly to the appropriate dean or to Step Two of the Committee Process. This choice will be at the student's discretion.

STEP ONE

The first step in the Committee Process is for the student and instructor mutually to select another full-time faculty member within the same school or college as the course instructor. This mutually selected faculty member (the third-party faculty member) shall examine all relevant evidence presented by the two parties and make a recommendation. The third-party faculty member shall be chosen within two weeks after the appeal is presented and shall render a recommendation within one week

after examining the evidence. Upon request by the student, time limits may be extended in order to accommodate the Intersession or Summer Session calendars.

If the student and the course instructor cannot or do not agree on a third-party faculty member, then the chair of the department or the faculty coordinator of the program involved shall make this selection. If the course instructor is also the chair or coordinator and cannot agree with the student on a suitable third-party faculty member, the student may move directly to Step Two.

In addition to the third-party faculty member, a qualified student (i.e., any undergraduate or graduate student in good academic standing, with at least a 3.0 GPA, within the college in which the appeal is being processed) may be selected, at the sole discretion of the student who has appealed, to assist the student in any appropriate manner, whether as an advocate, another mediator, or an observer.

The third-party faculty member shall make his or her written recommendation to the student and instructor simultaneously. The objective shall be to reach consensus based on the third-party faculty member's recommendation.

The third-party faculty member shall complete a Step One Grade Appeal Form available in the deans' offices stating the basis of the claim, the recommendation he or she has made, and whether the parties have accepted the recommendation. This form shall be placed in the student's official University record at the conclusion of the appeals process, with copies given to both the student and involved instructor.

STEP TWO

If no consensus is reached at Step One, the student may appeal within one week to the full-time faculty in the department or program in which the course was offered by notifying the department/area chair, program director or coordinator. Notification must be in writing, including supporting materials. As necessary, the department/area chair, program director or coordinator may select additional faculty to make the necessary quorum of three full-time faculty. The faculty members shall consider an appeal within 20 working days after receiving the student's written request. These faculty members shall constitute the Course Grade Appeal Committee and shall hold a hearing on the appeal where both the course instructor and student involved are present. In the hearing, the faculty members shall not be bound by formal rules of courtroom evidence. The basic standard for admission of evidence shall be due process and fairness to the student and the faculty member. The student may be accompanied by an advisor of his or her choosing. The role of the advisor is limited to assistance and support to the student in presenting his or her case. The advisor is not allowed to actively participate in the hearing, which includes

speaking for the student. After hearing the relevant evidence, the faculty members shall deliberate and reach a decision, which shall be final and binding. (The course instructor and student involved shall not be present during the deliberations and vote.)

A change of grade requires at least a two-thirds vote of those present and voting. Absent such a two-thirds vote the original grade shall stand.

The department/area chair, program director or coordinator shall note the final resolution of the appeal on the Step Two Grade Appeal Form and send copies to the University Registrar's office, the office of the dean of the college or school in which the course resides, the student, and the course instructor involved.

These provisions may not be used to circumscribe, in any way, statutory or licensing guidelines concerning programs or grading policies which are governed by such statutory or licensing guidelines.

19.2.7 Instructors may require the attendance of students at specific functions outside of class if sufficient notice is given. Students regularly required to attend such functions should be given an equitable amount of time off from regular class hours.

19.2.8 Students may change courses without penalty within a reasonable period after registration.

ARTICLE 20. Assessment of Student Learning

The parties are committed to the ideal that assessment of student learning outcomes is an important and demonstrable goal of our academic community. To this extent, Deans and faculty shall engage in regular and consistent efforts, which shall include discussions on the methodologies to assess student learning outcomes. Faculty shall demonstrate how student learning outcomes have been assessed.

ARTICLE 21. Curriculum and Program

21.1 The University recognizes that bargaining unit work includes the faculty's responsibility in formulating and assuring an academically sound curriculum and course content. The Association and the University shall work together to provide the curricula and programs of the institution.

21.2 Major decisions concerning the establishment, maintenance, modification, and elimination of curriculum and academic programs shall be made according to the following procedures.

21.3 The University and the Association shall form a joint curriculum committee in each school/college composed of representatives of the Association and of the

school/college administration. The joint curriculum committees shall establish a regular schedule of meetings, the agenda for which shall be mutually agreed upon by the Association and the University co-chairs. Absent an agenda no meeting shall be held. Either party may propose changes in the curricula of the school/college. Deliberations of the joint curriculum committees shall be conducted in open session. The period of discussion shall include at least one regularly scheduled meeting of the joint committee. At the expiration of forty-five (45) days, the administration may reach a final decision on the proposal.

- 21.4 Curricular matters originating in one school/college, which demonstrably affect at least one other school/college, shall be referred to the Joint University Curriculum Committee. Deliberations shall be conducted in open session. At the expiration of forty-five (45) days, the administration may reach a final decision on the proposal.
- 21.5 Each party may exercise the option to make an extension of the deadlines referred to above by forty-five (45) days. Further extensions may be arranged by mutual consent of the Parties. Time periods are to be measured from the date on which a proposal was formally presented to the co-chairs of the Joint Curriculum Committee.
- 21.6 Final authority for all curricular decisions rests with the Academic Vice President.
- 21.7 Any recommendations emanating from the Association or Joint Curriculum Committee shall not be binding in any way on the University's exercising its judgment on curriculum and program. In addition, the above shall not be subject to the grievance and arbitration procedure contained in Articles 38 and 39 of this Agreement.
- 21.8 If the Association alleges that the University did not consult with the Association or Joint Curriculum Committee on curriculum and program, the specific issue of whether the University consulted with the Association or Committees on such programs shall be subject to the grievance and arbitration procedure contained in Articles 38 and 39.

ARTICLE 22. Faculty Workload

- 22.1 The workload of each faculty member, including teaching assignments and all other duties, is based on a work week of forty (40) to forty-five (45) hours during the academic year and is, for purposes of determining teaching assignments, calculated on an equivalent of sixty (60) units over a period of two academic years. Of the sixty (60) unit work requirement, twelve (12) units during this two year period are allotted for non-teaching duties (such as student program advising, committee work, administrative duties, or other extra-curricular duties) and forty-eight (48) units per academic year are allotted for teaching and research assignments during this two year period.

- 22.1.1 The basis for calculating the unit equivalencies is an approximate equivalence of three (3) hours of work per week, per unit, per semester, taking into account that the academic schedule provides for substantial periods during the academic year during which classroom teaching is not scheduled.
- 22.1.2 No grant of teaching units will be made for such parts of the academic credit of a course as are, in fact, assigned to and taught by a teaching assistant nor for directed research or reading unless specifically agreed to by the Dean in writing. Such agreement shall be at the sole discretion of the Dean and not subject to the grievance and arbitration provisions of this Agreement.
- 22.1.3 The Dean of each school or college shall have the right, at his or her sole discretion, to grant teaching unit credits to some faculty members in exchange for non-teaching assignments or duties beyond those ordinarily expected of a faculty member, or in recognition of any unusual factor affecting the faculty member for the department, school, or college in which the faculty is located. Such factors may include research projects, large classes taught by the faculty member, directed research assignments, experimental classes, the number of student credit hours taught by the department, school or college or any other factor pertinent to curriculum needs, faculty development or financial feasibility. The fact that such credits are granted to one or some faculty members and not to others shall not be subject to the grievance and arbitration procedures of this Agreement.

22.2 All past practices and prior individual arrangements, as of the ratification date of this Agreement, whether written or oral, regarding course load and course equivalency computations for purposes of determining workload shall cease unless specifically continued by the Dean. Exceptions to the above shall be in writing and the discretion to award such exceptions shall not be subject to the grievance procedure.

22.3 *Academic Career Prospectus*

The Academic Career Prospectus (ACP) shall govern all professional workload responsibilities as such are defined in the contract between the faculty member and the University during the specific period agreed to between the faculty member and Dean pursuant to this Article. (A copy of an ACP form can be found in Article 22.) No later than October 1 of each academic year, each faculty member shall submit, on a form supplied by the Dean, a professional prospectus for the subsequent academic year.

The ACP shall set forth written and specific professional responsibility and workload objectives which shall include prospectus and accountability measures for all work assignments pursuant to the Collective Bargaining Agreement. The ACP shall be in written form, initialed by the Dean and faculty member, and

binding upon the faculty member. The ACP shall be finalized by February 1 of each academic year.

22.3.1 Each academic year, every faculty member shall meet with his or her Dean, at a mutually convenient time, to discuss and agree upon the ACP. Should a faculty member desire to be granted a workload assignment pursuant to section 22.4.2 of this Article, his or her ACP must include such a request with a proposal for the research activities. The Dean and faculty member shall use this conference to review all aspects of a faculty member's work performance under the Collective Bargaining Agreement. The Dean and Faculty member may mutually agree to meet once every two or three years. Absent mutual agreement section 22.3.1 shall be strictly applied.

22.3.2 Should the Dean or the faculty member have questions or concerns that are not satisfactorily addressed during this conference, they shall inform each other, in writing, no later than two weeks after the conclusion of the conference.

22.3.3 An ACP shall be agreed upon by the Dean and faculty member, initialed and kept on file in the Dean's office.

22.4 When the Dean and faculty member meet to plan and complete the ACP, faculty shall be given a workload assignment for the following academic year.

22.4.1 Probationary and tenure track faculty will teach a maximum of forty eight (48) units over a two-year period, as well as engage in meaningful and productive research and service.

22.4.2 Term faculty will teach a maximum of forty-eight (48) units over a two-year period and engage in service.

22.4.3 The Dean shall endeavor to be supportive, accommodating faculty who formally request a workload redistribution. The Dean shall also consult with the designated Department Chair. The criteria for eligibility for placement on this redistribution of workload shall be as follows (highest priority listed first):

- (A) All probationary faculty (excluding term faculty).
- (B) Faculty who state they will make a formal application for promotion within two years.
- (C) Faculty whose past record reflects significant accomplishments and contribution to a program or school.
- (D) Faculty who show significant promise of accomplishment and contribution to a program or school.

- 22.4.4 It is understood that not all faculty shall necessarily be placed on this workload redistribution program. However, all bargaining unit members, except those with term appointments, hired after the effective date of this Agreement shall normally be awarded a workload assignment pursuant to this Article.
- 22.4.5 Faculty who are assigned a workload redistribution pursuant to Section 22.4.2 above shall normally be assigned for a period of two (2) or four (4) semesters. Upon the conclusion of this period, faculty may reapply for a redistribution of workload assignment. At this time, faculty shall provide evidence that stated objectives have been substantially met in each area set forth in the ACP. Faculty who were assigned a workload redistribution, and who have not completed the research component of the ACP, shall be precluded from consideration for a workload redistribution in subsequent years. Faculty may request reconsideration of the Dean's decision upon completion of the research component of the ACP.
- 22.4.6 The University intends to appoint full-time faculty to teach the courses taught by faculty members who have subsequently been assigned to a workload redistribution pursuant to this Article. As a result of these appointments, it is the intent of the University not to increase the present ratio of part-time faculty to full-time faculty.
- 22.4.7 Workload responsibilities may be reduced for faculty completing administrative assignments, or on approved leaves, or for faculty who have grants or contracts that reimburse the University for their released teaching time. In such cases, the distribution of released time in a faculty member's schedule will be subject to approval by the Dean. The decision of the Dean shall be final.
- 22.4.8 Faculty assigned a workload redistribution shall not be construed by the parties to this Agreement in any fashion as obtaining a reduction of workload responsibilities. The new research opportunity set forth in the ACP shall represent a more rigorous standard for research than has been the standard in the past, and shall represent a new standard comparable to institutions with a normal teaching load. Absent a new research plan in the ACP, faculty shall not be eligible for a workload redistribution assignment.
- 22.5 All faculty agree to substantially complete (as determined by the Dean) goals and objectives set forth in their individual ACP. Probationary faculty in their fourth year of service will be given a comprehensive oral review of their progress toward promotion/tenure by the Dean during discussion of their ACP.
- 22.6 Refusal of a faculty member to meet with the Dean for the purpose of discussing and finalizing an ACP, or to report on progress toward completion of an ACP, shall be grounds for discipline.

- 22.7 All faculty are expected to maintain an active scholarly and continuing professional expertise in their discipline, including familiarity with scholarly publications and regularly revising course syllabi. Probationary and tenured faculty assigned a workload pursuant to 22.4.1 shall not be considered to be teaching faculty only, but are required to fulfill all responsibilities as such are set forth in this Agreement.
- 22.8 In cases where faculty do not substantially complete (except when completion is beyond their control) all ACP goals and objectives, the following shall apply:
- (A) They shall not be eligible for assignment for workload pursuant to 22.4.1 unless specifically granted permission by the University; or
 - (B) They shall not be considered favorably for promotion or tenure or merit awards by the Dean; or
 - (C) The University may invoke disciplinary action; or
 - (D) The University may determine to forgive an individual member for valid academic, professional or personal reasons which prevented fulfillment of ACP objectives.
 - (E) Faculty may appeal (A) or (B) or (C) above pursuant to this Article (section 22.9).
- 22.9 Disputes concerning Article 22 shall not be subject to the grievance and arbitration provisions of this Agreement. The following procedure shall govern a faculty member's disputes concerning workload requirements or obligations set forth in this Article.
- 22.9.1 Faculty who have a dispute concerning this Article shall bring it to the attention of the Dean within ten (10) days from the date the claimed contract violation occurred, if the dispute is not resolved. The dispute shall be reduced to writing by the faculty member, citing how a provision of this Article was violated and how the faculty member was harmed because of a University action. The dispute shall be submitted in writing to the Academic Vice President or a designee and to the President of the Association or a designee for final resolution within twenty (20) days of submission. A copy of such dispute shall be sent to the appropriate Dean and two chief negotiators of this contract. A resolution of this dispute shall not amend the labor Agreement.
- 22.9.2 Should individuals named in Section 22.9.1 above be unable to resolve the dispute, they shall ask a third party, who shall have been a full-time University employee for at least one year prior to this dispute, to join them to form a panel of three. The Panel shall render a decision as soon as

possible based upon the written submission and standard set forth in Section 22.9.1 The Panel may decide not to rule on disputes not submitted in accordance with procedures in this Article.

22.9.3 The invited third member of this Panel shall not be permanent but subject to mutual approval on a case-by-case basis. The Panel shall have no authority to amend the contract.

22.9.4 The Panel shall arrive at a final and binding solution based solely on the written submission of the dispute, and, normally, within two (2) weeks of the conclusion of panel meetings. The Panel shall not be required to meet until all relevant evidence is submitted. The Panel may consider only written evidence, and shall not have the authority to amend the Collective Bargaining Agreement.

22.9.5 Should no mutually agreeable individual be found pursuant to 22.9.2 above, the dispute shall be resolved by the chief negotiators to this Agreement.

22.9.6 No outside counselor or representative(s) shall appear on behalf of either party nor shall they serve as panel members or representatives at any time.

22.9.7 A faculty member shall comply fully with all work assigned by the Dean under this Agreement until the panel reaches a decision or the dispute is resolved.

22.9.8 Pending resolution of this dispute, the faculty member shall not be eligible for assignment for workload pursuant to 22.4.1 unless specifically granted permission by the University.

22.9.9 The Dean shall not capriciously or arbitrarily assign faculty ACP goals and objectives.

22.10.0

(A) Faculty awarded funds by the University for the ACP may be required to demonstrate that funds were used for stated purposes. Funds not used for stated purposes shall be returned to the University. Failure to comply with such request by the University shall be grounds for discipline. Faculty may appeal such actions pursuant to procedures set forth above. Accountability for Faculty Development Funds shall be handled pursuant to Article 33 of this Agreement.

(B) Faculty shall file at least one comprehensive written report of progress toward completion of the ACP each year, stating how

ACP goals and objectives are being met. Failure to file this report upon request of the Dean shall be grounds for discipline.

- (C) Faculty members' rights currently set forth in the contract, particularly in Articles 2, 17, 19 and 29, shall not be abridged by Article 22. Nor shall any rights of the University, particularly in the areas of program review, curriculum development, layoff, or the Management Rights clause, be abridged in any way by this Article.

All disputes concerning terms, concepts, definitions set forth in this Article shall be handled solely within the procedures set forth in this Article.

ACADEMIC CAREER PROSPECTUS GUIDELINES

The Academic Career Prospectus (ACP) provides an opportunity for faculty to discuss their contributions in the areas of teaching, research and service with the Dean and to collaboratively develop an academic agenda for the upcoming year. To help in the development and discussion of the ACP, faculty are asked to develop a narrative that addresses Items I-IV.

- I. Please discuss for the past academic year the extent to which you have accomplished the goals set out in your previous ACP(s). Your discussion should include, but need not be limited to: a review of the work you have done and the progress you have made in realizing goals in each of the following areas:
1. Teaching and related course development,
 2. Research activities,
 3. University, professional, community and service activities.
- II. Please discuss your plans as they relate to the College and individual professional objectives for the next academic year. The form of the narrative is flexible but comments should incorporate the objectives you wish to accomplish in the areas of teaching, research and service. Comments should include, but need not be limited to, the topics identified below:
1. *Teaching*
 - a. Proposed teaching assignment and teaching/course assessment activities, and
 - b. Course/program refinement and development priorities.
 2. *Research*
 - a. Area(s) of primary interest and relationship to longer-term goals,
 - b. Publication and paper development goals, and
 - c. Planned research and creative work not reflected through publications or papers.

3. *Service*
- a. Nature/Extent of participation on University and School/College committees, and
 - b. Other service to the University, the profession or the community.

- III. Describe the specific support, including the possible need for a course teaching credit, to realize the objectives you have set for yourself.
- IV. Please provide an overview of your longer-term plans for the next 3 to 5 years. This overview will help place the goals for the upcoming year in a broader context and will be helpful for developing School/College and personal long-term goals. The response to this component of the ACP shall not be considered part of the prospectus for purposes of determining whether ACP goals and objectives were substantially realized.
- V. The submitted goals and objectives have been reviewed and constitute an agreed upon set of guidelines for the time period covered by this ACP. While acknowledging agreement on the goals and objectives, these signatures do not constitute an agreement that all resources beyond the reduction of teaching load can be provided. It is also recognized that the Dean reserves the right to change the load assignment after consultation with the faculty member and consistent with other terms of the Agreement between the University and the Association. For non-tenured faculty, completion of the ACP does not guarantee continuing employment, promotion or tenure. Completion of the ACP does not abrogate other contractual obligations.

Signature (Faculty Member)

Signature (Dean)

- VI. The Amendments to Items I through IV, included on the affixed addendum, have been made after discussion between the Dean and the faculty member and are included as part of the approved Academic Career Prospectus.

Signature (Faculty Member)

Signature (Dean)

ARTICLE 23. Intellectual Property

23.1 The University encourages the creation and publication of scholarly, literary and artistic works as part of its educational mission. The University acknowledges the right of faculty to prepare and publish, through individual initiative, articles, pamphlets, books, and other materials that are copyrighted and to benefit from any income that may be generated from such works.

23.2 *Definitions*

23.2.1 *Intellectual Property*

"Intellectual Property" includes inventions, discoveries, knowledge, processes, unique materials, copyrightable works (such as printed material, computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, musical or dramatic compositions, choreographic works, pictorial or graphic works, and sculptural works), original data and other creative or artistic works that have value. Intellectual property includes that which can be protected by statute or legislation, such as patents, copyrights, trademarks, service marks, trade secrets, and plant variety protection certificates. It also includes the physical embodiments of intellectual effort, for example, models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, biological materials, chemicals, other compositions of matter, plants, and records of research.

23.2.2 *Traditional Copyrightable Academic Material*

"Traditional copyrightable academic material" constitutes that subset of intellectual property that is a work created by a faculty member for traditional academic purposes in the course of performing the duties for which he or she is employed by the University. This includes material such as class notes, books, computer programs, instructional software, articles, non-fiction, fiction, poems, musical works, dramatic works, graphic and sculptural works, or other works of artistic imagination that are not created by University commission as described in 23.3.3 below.

23.2.3 *Net Revenues*

"Net Revenues" are the gross receipts derived from intellectual properties, including but not limited to rents, royalties, dividends, earnings, gains and sale proceeds, less all costs, expenses and losses paid or incurred by the University in connection therewith, including but not limited to, all direct costs and expenses, costs and expenses of obtaining, securing and protecting copyrights, patents or other forms of legal protection and all attorney's fees, except those attorney's fees incurred in challenges to faculty members' ownership claims or disputes. Gross receipts do not include tuition and fees received by the University from its students.

23.2.4 *Significant University Assistance and Resources*

"Significant University Assistance and Resources" denotes assistance and resources provided to a faculty member in the development of intellectual property that exceed University resources usually and customarily provided to faculty, such as office space, library facilities, ordinary access to computers and networks, routine clerical support, routine student and technical assistance, or salary. Specifically, "significant University assistance and resources" includes, but is not limited to, the use of employees or non-routine use of students as support staff to develop the work, substantial use of specialized or unique facilities and equipment, released time, special leaves, stipends, or other special subventions provided by the University.

23.3 **Ownership**

23.3.1 *Patentable Intellectual Property*

- (A) Patentable intellectual property of the type described below shall be jointly owned by the faculty creator and the University unless the University explicitly, in writing, waives its rights to such joint ownership. It is the responsibility of the faculty member, upon recognizing that one of his or her inventions is or may be patentable, to promptly notify his or her Dean. Absent a written agreement between the University and the creator to the contrary, any net revenues from such patentable intellectual property shall be divided equally between the University and the creator(s).
- (B) The type of patentable intellectual property that is the subject of the obligations of part 23.3.1 herein is that which relates to the faculty member's work at the University (whether or not during normal working hours) or that which is aided by the use of University equipment, supplies, facilities or trade secret information. No faculty member shall be required to convey rights in inventions made prior to working for the University that are identified in a document submitted to the University at the time of hire (and which document is to contain no confidential information owned by a third party). All faculty members will be informed by appropriate means that they are not required to assign any invention where no University supplies, facilities or trade secret information were used and which was developed entirely on the faculty member's own time and (a) which does not relate (1) to the University's business or (2) to the University's actual or demonstrably anticipated research or development or (b) which does not result from work for the University.
- (C) Absent a written agreement between the University and the creator to the contrary, any net revenue from such patentable intellectual

property shall be divided equally between the University and the creator(s).

- (D) The University reserves the right to pursue multiple forms of legal protection, such as copyright, patent, trade secret or trademark, of the intellectual property concomitantly if available.

23.3.2 Traditional Copyrightable Academic Material Developed Without Significant University Assistance or Resources

Traditional copyrightable academic material developed without significant University assistance or resources is owned by the faculty creator(s), except for patentable works as treated in 23.3.1 above, or grant-supported works, as treated in 23.3.5 below. The creator has the right to determine the disposition of such material, as well as any revenue derived from such material. The University shall not be held responsible for any opinions expressed in the work nor for any direct, indirect, special or consequential damages resulting from the creation or exploitation of the intellectual property.

23.3.3 Intellectual Property Commissioned by the University

The University and a faculty member may at any time enter into an arrangement according to which the faculty member agrees, in exchange for additional compensation or for the use of additional resources, to assist the University with the development of intellectual property on a "work-for-hire" basis. The details of any such arrangement shall be reduced to writing by the faculty member and his or her Dean. A copy of the arrangement will be sent to the Association within 30 days after having been signed. Absent an explicit, written agreement to the contrary, any intellectual property developed pursuant to such a work-for-hire arrangement shall be owned by the University, and all net revenues shall accrue exclusively to the University.

23.3.4 Intellectual Property Developed With Significant University Assistance or Resources

Intellectual property created by a faculty member (or faculty members) with significant University assistance and resources, which shall be discussed and agreed upon beforehand by a faculty member and the University, shall be owned jointly by the faculty member(s) and the University, unless the University explicitly, in writing, waives its rights to such joint ownership. A faculty member shall, at any time, have the right to meet with the Dean to request a statement of the University's position on significant use of University resources. Absent the discussion referred to in the previous sentence, or a written agreement to the contrary, any net revenues from such intellectual property shall be divided equally between the University and the creator(s). If a written agreement to deviate from this norm has been signed, a copy of the agreement will be sent to the Association within 30 days after having been signed. In cases where the

University waives its right to ownership, it shall nevertheless retain a non-exclusive license to use the work in its internally administered programs of teaching, research, and public service on a perpetual, royalty-free basis. In rare cases where net revenues may be excessive, a faculty member shall be awarded an additional sum of money to be agreed upon by such faculty member and the University.

23.3.5 Intellectual Property Created Pursuant to a Grant or Other Form of Sponsorship

In cases where intellectual property is created pursuant to an agreement with an external agency through a grant, contract or other form of sponsorship, the University shall have the right to fulfill all its obligations under the terms of its contract with the sponsor. This includes, but is not limited to, its right to assign ownership to the sponsor, or to publish material without copyright. Absent a written agreement to the contrary, the intellectual property created pursuant to such sponsorship shall belong to the University.

23.4 Intellectual Property Rights Resolution Panel

Disputes that arise concerning the Article shall not be arbitrable, but be referred to a standing Intellectual Property Rights Resolution Panel, consisting of five members: two appointed by the Association, two appointed by the University, and one mutually agreed upon member. The Panel will, from time to time, establish and revise procedures and rules for the implementation of this Article of the Agreement, subject to approval by the parties to this Agreement.

The function of the Panel will be to resolve disputes regarding ownership claims or alleged failures to adhere to the terms of this Article. Panel decisions shall not be regarded as formal arbitration awards. By referring such a dispute to the Panel, neither a faculty member nor the University waives any other rights as provided by applicable state and federal law.

ARTICLE 24. Librarians – Hours and Working Conditions

PROFESSIONAL RESPONSIBILITIES OF LIBRARIANS

Librarians serve students, faculty, other scholars and members of the University community by acquiring materials for immediate and future needs and by making them accessible and available, by advising and instructing in the use of the library, by expanding available resources through cooperation with other libraries and information centers, and by developing awareness of the range of ideas and possibilities for scholarly research and personal intellectual development. Effectiveness of library service, professional growth as reflected by creative work, willing acceptance of responsibilities other than library service, worthy representation of the University in public affairs, participation in the programs of professional societies, and successful maintenance of sound personal and ethical relations with one's colleagues and the community—these are among the professional responsibilities of the librarian.

24.1 Appointment

Appointments of non-administrative professional librarians are of two kinds: probationary and permanent appointments. Individuals who are appointed are subject to all terms and conditions of the CBA as appropriate for librarians. Appointment of librarians is made in writing by the Library Dean. The nature of the appointment shall be stated at the time it is made. The period of full-time service prior to the acquisition of permanent appointment shall not exceed two (2) years. Appointments shall be for a period of twelve (12) months with twenty-six (26) working days of paid vacation. Effective January 1, 2007, the maximum accrued for vacation will be 39 days, which is consistent with the University's policy of capping vacation accrual at 1.5 times an employee's annual accrual. Accordingly, once a librarian has accrued 39 days of vacation, the librarian will accrue no additional vacation until vacation is used. Librarians will receive one paid day off during the month of October, the particular day to be mutually agreed upon by each Librarian and the Dean based on the library's operational needs. The University agrees to consult with the Association representative in the University Library when a librarian opening occurs in the University Library. Librarians who resign from employment at USF must give the Dean at least thirty (30) days written notice. Failure to do so will result in disciplinary action including docking of pay.

24.2 Work Week

24.2.1 Librarians shall work a work week of thirty-seven and one-half hours (37 1/2).

24.2.2 Librarians who are members of University, joint contractual, faculty or Association Committees shall have a reasonable amount of leave time to attend meetings of said committees, provided essential library operations are covered and advance notice is given to the Library Dean. If the Dean determines essential library functions will not be adequately covered in the absence of a librarian, leave to attend meetings may be denied. Permission to attend such meetings shall not be unreasonably denied.

24.3 Termination or Discipline of a Librarian

24.3.1 Probationary Appointment

Termination by the University of a librarian with a probationary appointment is not subject to the grievance or arbitration procedure set forth herein. Nothing in this Agreement shall be construed to abrogate a terminated probationary librarian's rights to seek redress in the courts on the basis that the termination was contrary to federal or state law but no rights under this contract shall be deemed to exist. Probationary librarians released during their second year of employment shall normally be given thirty (30) days notice.

24.3.2 Permanent Appointment

A librarian with a permanent appointment can be terminated or disciplined by the University only on the basis of the just cause principle as defined

by arbitration case law pertaining to Labor- Management Relations under the National Labor Relations Act. A librarian who is terminated by the University pursuant to this section shall normally be given six (6) months' notice. Termination or discipline of a librarian with a permanent appointment is subject to the grievance and arbitration provisions set forth in this contract.

24.3.3 *Moral Turpitude*

Librarians who are disciplined and discharged for reasons of moral turpitude shall not be entitled to six (6) months' notice. "Moral turpitude" shall be used as it is commonly understood in higher education.

24.3.4 Violation of any article or provision of this Agreement may result in disciplinary action against a bargaining unit member.

24.4 *Layoff of a Librarian with a Permanent Appointment*

In the event that reduction of the librarian work force requires the layoff of a librarian with permanent appointment, the layoff shall be done on the basis of retaining librarians with the qualifications to perform the work which remains available. The determination of the work which remains or the determination of what work, tasks, or responsibilities shall remain is at the discretion of the University and shall not be arbitrable. If two or more librarians with permanent appointment have the qualifications to perform the work that remains, the first librarian to be laid off will be the librarian who has the least length of service with the University as a librarian with permanent appointment; a librarian with a permanent appointment who is laid off by the University shall be given at least six (6) months' notice. Layoff of a librarian with permanent appointment is subject to the grievance and arbitration provisions set forth herein subject to limitations set forth in this Article. This provision (24.4) shall not cover probationary librarians.

24.5 *Reemployment Rights of a Librarian with a Permanent Appointment*

A librarian with a permanent appointment who is laid off because of a reduction of the workforce shall be eligible for priority reemployment for a period of five (5) years after layoff if a library position for which she or he is qualified becomes available. If two or more such librarians have the qualifications to do the available work, the person who had the greatest length of service as a librarian with permanent appointment shall be given first priority. These provisions are subject to the grievance and arbitration provisions set forth in this Agreement subject to limitations set forth in Article 24.

24.6 *Promotion*

24.6.1 *Ranks*

Librarian ranks are Assistant Librarian, Associate Librarian and Librarian.

24.6.2 *Criteria for Librarian Ranks*

- (A) The criteria for librarian ranks are as follows:
 - (1) The criteria for the rank of Assistant Librarian are possession of an M.L.S. degree from an American Library Association accredited library school or its equivalent and ability to fulfill the requirements of the position assigned.
 - (2) The criteria for the rank of Associate Librarian, in addition to the qualifications for Assistant Librarian, are five (5) years' full-time service as a professional librarian at the level of Assistant Librarian or its equivalent; evidence of professional competence; and service to the University, and the profession or the community.
 - (3) The criteria for the rank of Librarian, in addition to the qualifications for Associate Librarian, are five (5) years' full-time service as a professional librarian at the level of Associate Librarian or its equivalent with at least one year of this service at the University; evidence of outstanding fulfillment of the job requirements and of mature professional competence; and outstanding service and leadership in the University, and the profession or the community.
- (B) The minimum number of years of service required in the above criteria must be completed before July 1st of the year in which the promotion takes effect.

24.6.3 *Peer Review*

- (A) There shall be a Library Peer Review Committee which shall, unless excused by the Dean, make a written recommendation to the Dean on all matters relating to promotion of Librarians pursuant to this Article. The Committee shall elect a Chair.
- (B) Committee Composition
 - (1) The committee shall be composed of three (3) Librarians elected by Association members who work in the Library. Deviations to committee composition shall be by mutual written agreement of the Dean and a (one) representative of the Librarians.
 - (2) The charge of the committee is to review all applications for promotion. Such reviews shall be made at meetings

called for this purpose. All committee members shall be present at such meetings.

(C) Committee Procedures

- (1) The Dean shall notify all Librarians eligible for promotion by August 1.
- (2) It is the responsibility of the Librarian applying for promotion to provide the Dean with all relevant materials for consideration by September 15 of the academic year in which the application is to be reviewed. Application for promotion shall be made on forms provided by the Dean. The Librarian shall review the entire application and all accompanying materials to ensure all documents and supporting materials have been submitted pursuant to procedures outlined in this Article. Absent such review, the file will be deemed incomplete for purposes of consideration of an applicant for promotion.
- (3) Applications shall include (in duplicate) an application form, a *vitae*, evidence on how promotion criteria have been met, specific committee assignments, and all other relevant material, including a Librarian Career Prospectus (LCP) form(s).
- (4) The application and all supporting materials shall be submitted to the Dean. The Dean shall have up to three (3) weeks to review the application materials and notify the Librarian in cases where the application or accompanying materials are incomplete. Such notification shall be in writing and identify specific items where the application or accompanying materials are incomplete. Upon receipt of notification, pursuant to (4) above, a Librarian shall, within ten (10) days, forward (in writing) missing or incomplete items to the Dean.
- (5) Failure by the Librarian to forward these items in application materials to the Dean shall not obligate the University to consider such items. Failure by a Librarian to forward these items in accordance with this Article shall not be used as a basis for ruling (by the peer review committee) that a denial by the University is unjust. The Dean shall forward all application materials to the Librarian Peer Review Committee by November 15.

- (6) All committee members must attend meetings in person and all recommendations (affirmative or negative with rationale) shall be set forth in writing (with a vote count).
 - (7) The Librarian Peer Review Committee shall meet and review all candidate files forwarded by the Dean. Work (and related accomplishments which pertain to responsibilities of librarians as set forth in this Article) performed after hiring is the basis for the first promotion and work performed after a previous promotion is the basis for the next promotion. The categories in which an applicant is to be judged for promotion are set forth in 24.6.4 (A) through (D).
 - (8) During the time the committee is considering a candidate for promotion or tenure, the committee shall meet once with the Dean if the Dean requests a meeting. The purpose of the meeting shall be to provide an opportunity for the Dean to comment on the application(s) and supporting materials of candidates for promotion and to answer any questions the committee may propose. The committee may, at its discretion, meet with the Dean on other occasions.
 - (9) A recommendation regarding each candidate shall be considered affirmative if and only if it is supported by a majority of the entire committee membership. Should an application receive less than a majority recommendation, the committee shall be considered not to have made a recommendation.
 - (10) The Chair of the Librarian Peer Review Committee shall forward individual written recommendations of the committee to the Dean and the candidate by December 15.
 - (11) Upon written request by a majority of the committee, the Dean will provide outside reviews (if such exist) to the Librarian Peer Review Committee.
 - (12) All information and documentation referred to in this process and in this provision shall remain strictly confidential.
- (D) Review by Dean/University. The Dean shall review all relevant information forwarded by the Librarian Peer Review Committee and make a recommendation to the University on the matter of promotion. Candidates will be notified no later than March 21 of the academic year in which an applicant is considered for promotion.

- (E) The University shall have sole authority to accept or reject the recommendation of the Dean on matters of promotion and the sole authority to determine at what promotional level or rank to which a Librarian is appointed.
- (F) Promotions will become effective July 1 except for appointments to Department Head, which may be made by the University at any time.

24.6.4 *Standards for Granting Promotion*

In considering an application for promotion to the rank of Associate Librarian or Librarian, the Dean shall apply the standards set forth in this section with reference to the criteria for the rank for which application is made. The three standards by which the applicant is to be judged are: job effectiveness; professional growth and activity; service to the University and the community. Scholarly activity, research and other creative work are highly encouraged but are not required. No librarian is entitled to promotion solely because of length of service. Job effectiveness is deemed of greater importance than any other standard. The standards for promotion to Full Librarian are more stringent than those for promotion of Associate Librarian. Standard for promotion to Associate Librarian are more stringent than those for appointment to Assistant Librarian.

(A) *Job Effectiveness*

Excellence in job performance is the most important attribute of a professional librarian. In order to judge fairly the total job effectiveness of each professional librarian, the following factors should be documented:

- (1) Command and knowledge of the general principles of librarianship and of one's specialty area;
- (2) Fulfillment of one's principal responsibilities;
- (3) Consistency of performance, judgment, leadership, and ability to work effectively with others;
- (4) Ability to direct the activities of subordinate staff members;
- (5) Knowledge of current developments in one's area of responsibility; and
- (6) Ability to apply ideas gained from individual study and observation to the improvement of one's area of responsibility in the library.

- (B) *Professional Growth and Activity*
A librarian's professional commitment and contribution to the library profession should be evaluated by taking account of such activities as the following:
- (1) Relevant additional educational achievement, including further formal education or informal education through participation in workshops, conferences, symposia, etc. designed to update and extend professional knowledge;
 - (2) Attendance at meetings and conferences of international, national, state and local professional and scholarly organizations;
 - (3) Assumption of committee and/or elected office responsibilities in professional organizations; and
 - (4) Teaching, lecturing, editorial activity, conducting workshops, consulting, or similar service.
- (C) *Services to the University and the Community*
The librarian will submit evidence of effective library-wide and University-wide service (including service to the USF Faculty Association, serving on committees, study groups, and task forces), and of professional librarian services to the community, state and nation.
- (D) *Scholarly Activity, Research and Other Creative Work*
The librarian may submit evidence of scholarly activity, research, and other creative work. These may include, but are not limited to, the following:
- (1) Publication in a professional library or information science journal or in a scholarly journal of another field;
 - (2) Publication of a book by a commercial or University press;
 - (3) Presentation of a paper or participation on a panel at a meeting of a professional association.

24.7 *Department Heads*

24.7.1 Department Heads shall be governed by the following stipulations set forth below:

- (A) Appointment or promotion to a Department Head position is made by the Dean at the rank of Associate Librarian or above. Length of service requirements for Department Heads or Associate

Librarians may be shortened for such promotions at the discretion of the Dean, provided all other qualifications for the rank and appointment are met.

- (B) In order to be promoted to the next highest rank, a Department Head for whom the length of service requirement was shortened may be required, at the discretion of the Dean, to complete years of service additional to the minimum number of years specified in the criteria for the next highest rank. When such additional years of service are required, they shall not exceed the number of years previously waived.
- (C) Department Heads shall remain in the bargaining unit. The determination of the number of Department Heads, or who gets appointed to them, shall be an exclusive non-grievable right of the University.
- (D) Department Heads shall be accountable to the Dean and shall perform duties and responsibilities as set forth by the Dean. In addition to regular library and departmental assignments, such duties may include but not be limited to: planning, scheduling of library services, library program development and review, recruitment, budgeting, report writing, evaluation for advancement, peer review, and review of library policies and procedures, participating in library and university-wide task forces and standing committees, advising on library management organizational issues, and similar administrative duties as may be assigned.
- (E) Department Heads shall be compensated with a salary of \$1,000 per year above scale for their rank and step. Should a Department Head not perform the aforesaid duties, as determined solely by the Dean, such additional salary may be withdrawn by the Dean and the individual shall be reassigned.
- (F) Should the withdrawal of the stipend and reassignment of the Department Chairperson be grieved by the Department Head and then appealed to arbitration by the Association in strict conformance with Articles 38 and 39 of this Agreement, the sole question before an arbitrator, unless the scope of the grievance is broadened by mutual agreement of the parties, shall be: "was the withdrawal of the \$1000 stipend and reassignment of the Department Head by the Dean a substantively unfair decision".

24.8 Librarian Career Prospectus for Librarians (LCP)

24.8.1 All Association members in the Library shall complete an LCP set forth below in 24.8.2 (unless excused by the Dean) subject to the terms and conditions set forth below:

24.8.2 The Librarian Career Prospectus (LCP) for Librarians provides an opportunity for librarians to discuss their contributions in the areas of assigned duties, service, and creative activities with the Dean and to develop collaboratively an agenda for the upcoming year. To help in the development and discussion of the LCP, librarians shall develop a narrative which addresses (A) through (G) below.

- (A) Librarians shall discuss, for the past academic year, the extent to which they have accomplished the goals set out in a previous LCP(s). The discussion should include, but need not be limited to: a description and review of the work completed and progress made in realizing goals in each of the following areas:
 - (1) Duties and related development
 - (2) University, professional, community and service activities
 - (3) Scholarly activities, research, and other creative work (OPTIONAL)

- (B) Librarians shall discuss plans as they relate to the Library and individual professional objectives for the next year. The form of the narrative is flexible but comments should incorporate the objectives librarians wish to accomplish in the areas of assigned duties, and service, and creative activities. Comments should include, but need not be limited to, the topics, identified below:
 - (1) Assigned duties
 - (a) Discussion of assigned duties, including any proposed changes, assessment activities, and
 - (b) Development priorities related to assigned duties
 - (2) Service other than work assignment
 - (a) Nature/extent of participation on University and School/College committees and
 - (b) Other service to the University, the profession or the community.
 - (3) Creative activities of a professional nature (OPTIONAL-address as appropriate-e.g., presentations, major association commitments, etc.)

- (a) Area(s) of primary interest and relationship to longer term goals,
 - (b) Publications and paper development goals, and
 - (c) Planned research and creative work not reflected through publications or papers.
- (C) Librarians shall describe specific support needed to realize the objectives they have set.
- (D) Librarians shall provide an overview of long term plans for the next three (3) to five (5) years. This overview will help place the goals for the upcoming year in a broader context and will be helpful for developing Library and personal long term goals. The response to this component of the LCP shall not be considered part of the prospectus for purposes of determining whether LCP goals and objectives were realized.
- (E) The submitted goals and objectives have been reviewed and constitute an agreed upon set of guidelines for the time period covered by this LCP. While acknowledging agreement on the goals and objectives, these signatures do not constitute an agreement that all resources can be provided. It is also recognized that the Dean reserves the right to change assigned duties after consultation with the Librarian and consistent with other terms of this Agreement. For Librarians on probation, completion of the LCP does not guarantee continuing employment or promotion. Completion of an LCP does not abrogate any other contractual obligations of a Librarian.

Signature (Librarian)

Signature (Dean)

- (F) The Amendments to items (A) through (E), included on the affixed addendum, have been made after discussion between the Dean and the Librarian member and are included as part of the approved Librarian Career Prospectus.

Signature (Librarian)

Signature (Dean)

- (G) All Librarians agree to substantially complete (as determined by the Dean) goals and objectives set forth in their LCP. In all cases where disputes or grievances may occur, Article 22.6 through 22.99 of this Agreement shall apply as appropriate for Librarians, who do not comply with Article 24.8.

24.8.3 *Professional Development Leaves*

- (A) The purpose of a professional development leave is to increase the effectiveness of the Librarian to the University, the library, and to afford that Librarian an opportunity for professional development.
- (B) Eligibility
 - (1) A Librarian who has been given permanent status shall be eligible for a professional development leave.
 - (2) Librarians approved for a professional development leave by the Dean will have the option of taking a leave not to exceed seven (7) calendar weeks in duration. No Librarian may be approved for more than two (2) leaves in any five (5) year period.
 - (3) Professional development leaves are contingent upon staffing and scheduling requirements and may be denied by the Dean if the professional development leave does not meet the purpose set forth in 24.8.3 (A).
 - (4) The professional development leave plan and schedule of activities must be approved, in writing, by the Dean, prior to a Librarian taking such leave.
- (C) Application for professional development leave. An application for such leave shall include the following:
 - (1) The presentation of a written plan for professional development activities. The plan shall include specific professional development activities, goals, and other related information; times, schedules, etc.
 - (2) The Librarian's agreement to return to service with the University for one (1) academic year (unless waived in writing by the Dean) following successful completion of the leave. Should a Librarian not return to the University pursuant to the above, he/she agrees to refund the compensation paid to him/her by the University during the professional development leave.

- (3) The Librarian's agreement to submit a written report (unless waived by the Dean) on the extent to which he or she achieved the purpose the leave was granted. This report shall be submitted to the Dean and the Professional Development Leave Committee within thirty (30) days of the conclusion of such leave.
- (4) Professional Development Leave Committee
 - (a) A committee of three Librarians elected by all Librarians and one individual selected by the Dean shall evaluate all professional development leave applications as to their purpose and the value of awarding such leave to the individual, the University, and the library.
 - (b) The committee shall meet in person for the purpose of recommending up to two (2) candidates each academic year. It is understood that the committee may develop additional criteria for the recommendation of such leaves to the Dean in addition to criteria set forth in this Article. However, the committee may not recommend any applicant who is not eligible, or who does not apply pursuant to this Article and who fails to meet all criteria and conditions set forth in this Article.
 - (c) The committee shall make specific written recommendations to the Dean including a rationale and rank ordering of candidates. Such recommendations shall be made within thirty (30) days of receipt of all applications and, at a minimum, no later than November 15 of the year.
 - (d) The Dean shall review such reports set forth in (c) above prior to making a final decision concerning which Librarians will be awarded a professional development leave.
 - (e) The decision of the Dean in regard to rejecting a recommendation from the Professional Development Leave Committee shall be reviewable by an arbitrator but may be overturned only in cases where the Association demonstrates that the Dean's rejection of such recommendation was substantively unfair.
 - (f) In cases where the individual librarian or committee does not comply with terms and conditions of this Article, professional development leaves may not be awarded.

- (g) Librarians who substantially fail to complete all requirements for a professional development leave shall not be eligible to begin accumulating time for a subsequent leave until such requirements are completed.
- (h) The professional development leave provision of this Agreement will automatically be subject to reopener negotiations as part of the salary provisions of this Agreement.
- (D) All applications for professional development leave shall be submitted in writing pursuant to provisions in this Article to the Dean on or before September 1 of the year preceding the calendar year in which the leave is to begin.
- (E) Final approval or denial of a professional development leave will be given in writing by the Dean on or before December 15.

24.9 *Retirement Status of Librarians*

24.9.1 The University, at its sole discretion, may award to a retired librarian the title "Librarian Emeritus," which shall include all rights and privileges in section 24.9.2 below and such other privileges as the University chooses to bestow. Decisions governing Librarian Emeritus status shall not be grievable.

24.9.2 Librarians who retire in good standing with the University shall continue to enjoy the following privileges:

- (A) library privileges;
- (B) access to all University facilities;
- (C) invitations to University convocations and receptions;
- (D) eligibility for such benefits as parking permits and tickets to University events on the same basis as active librarians; and
- (E) listing in the University Catalogue with the designation "Retired" after their name.

24.9.3 A request for early retirement must be made to the Library Dean by December 15th of the final year of full-time service. Early retirement does not preclude the possibility of employment for special purposes according to the needs of the University, including library service at a reduced load, one-half or one-third, with reduced compensation. Individual agreements for early retirement shall be worked out with the Dean and are at the discretion of the University.

ARTICLE 25. Department Chairs

- 25.1 All department chairs shall remain in the bargaining unit.
- 25.2 The department chair shall be accountable to the Dean and shall perform duties and responsibilities as set forth by the Dean. Such duties may include but not be limited to: communication with faculty, student advising, scheduling, budgeting, program development and review, recruitment, report writing, planning department functions, working with the Dean on administrative responsibilities, evaluation and review of appointment procedures, reporting to the Dean on faculty accountability for workload or for funds spent for departmental activities, curriculum and the like. The department chair shall be compensated with released time. Released time shall be from three (3) to six (6) units per semester as determined by the Dean. Should the department chairperson not perform duties as set forth by the Dean, such released time shall be immediately withdrawn and the individual may be reassigned by the Dean.
- 25.3 All full-time faculty, without exception, may participate in the election of the chair. The election for chair shall be by secret ballot and by a simple majority of members who are present to vote.
- 25.4 If the Dean determines that a department chair is not fulfilling responsibilities as set forth in the Labor Agreement, he or she may request the department in writing to elect another chair. Should the department faculty fail to vote for and designate a new chair within two weeks from the date they are requested to do so by the Dean, the Dean shall request another election. Should the department faculty fail to vote for and designate a new chair within two weeks after a second written request from the Dean, the department shall forfeit the right to elect a chair, and the dean may: administer the department from his or her office; or merge the department with one or more departments within the University.

The University has the sole non-grievable right to identify which faculty positions shall be department chairs.

In the following schools and colleges, only the following positions shall be deemed department chairs:

College of Arts and Sciences- Department Chairs

School of Business- To be determined by the Dean

School of Education - Program Chairs

School of Nursing- Department Chairs

ARTICLE 26. Leaves of Absence

26.1 Sabbatical Leaves

26.1.1 Purpose

The purpose of a sabbatical leave is to increase the effectiveness of the faculty member to the University and to afford that member opportunity for professional development.

26.1.2 Eligibility

- (A) An Association member shall be eligible for a sabbatical leave beginning in his or her seventh year of continuous full-time service as a probationary or tenured faculty at the University, and in the seventh year following each sabbatical leave granted.
- (B) An Association member shall not normally be granted a sabbatical leave during a terminal or retirement contract.
- (C) The eligible faculty member may select either a one-semester sabbatical leave at full compensation or two semesters. An eligible faculty member who selects the two-semester option shall be compensated at three-quarters (75%) of his or her annual (academic year) salary.
 - (1) If eligible faculty apply for and are awarded a sabbatical leave at 75% of their annual academic year salary pursuant to this Article, such sabbatical leave may be deferred by agreement of the University and faculty member. Deferred leaves shall be funded. Agreement to defer a sabbatical pursuant to this clause shall not increase the seven (7) year waiting period for eligibility for a subsequent sabbatical leave, except by mutual agreement of the faculty member and the University. The decision to defer such leaves does not extend this provision beyond July 1, 2011 unless this provision is specifically renegotiated and agreed to by the parties. Faculty awarded such leaves through February 2011 shall be eligible to take them the following year.
- (D) Sabbaticals are contingent upon staffing and scheduling requirements and may be denied by the Dean if the sabbatical does not meet the purpose as set forth in 26.1.1.
- (E) A full-time faculty member in the fourth year of a probationary appointment shall be eligible for either a one-semester sabbatical leave at full compensation or two semesters at half compensation under the following conditions:

- (1) Such faculty member shall be in good standing at the University; e.g., shall not have performance or disciplinary related problems.
- (2) Such faculty member shall have worked at the University for at least three full years and no more than one (1) year prior credit towards tenure shall have been awarded. Application for such leave shall be made by December 15 by faculty in their third year of appointment as defined above.
- (3) The plan, sabbatical and schedule of study for a faculty member awarded a fourth year sabbatical must be approved in writing by the Dean.

The following condition applies to fourth year sabbatical leave provisions.

Faculty awarded a fourth year sabbatical shall be eligible for a sabbatical leave six (6) years after they have been granted a sabbatical leave, where such faculty have complied with all sabbatical leave requirements and have achieved tenure at the University.

- (4) A faculty member who receives a sabbatical leave pursuant to 26.1.2 (C) shall not be eligible to receive another sabbatical leave pursuant to 26.1.2 (A) until the seventh year following a sabbatical leave.
- (5) Exceptions to the above (to expand eligibility) may be made by the Dean. Such exceptions shall not be precedent setting.

26.1.3 *Applications*

Application for sabbatical leave shall include the following:

- (A) The presentation of a definite plan for the scholarly use of the sabbatical.
- (B) An indication of the specific semester(s) for which the leave is requested.
- (C) The description of any fellowship and/or grant pending or secured at the time of making application for sabbatical leave.

- (D) The applicant's agreement to return to service with the University for one academic year in the period immediately following expiration of the leave; or to refund the compensation paid him or her by the University during his leave, unless this obligation is specifically waived or deferred by the University.
- (E) The applicant's agreement to submit a written report on the extent to which he or she has achieved the purpose for which the leave was granted; this report shall be submitted to the Dean of his or her school or college.
- (F) Within each school or college, all applications for sabbatical leaves shall be submitted to the Dean on or before December 15th of the fiscal year preceding the University fiscal year in which the leave is to begin.

26.1.4 *Conditions*

- (A) The applicant is expected to sign a statement that she or he will return to the University for at least one (1) academic year following the sabbatical leave.
- (B) A report of the results of the sabbatical leave must be filed with the Dean within ninety (90) days after the beginning of the semester immediately following the end of the sabbatical leave.
- (C) An individual on sabbatical leave shall not give, for compensation, personal service that will adversely affect the sabbatical leave project. Any service for compensation shall be reported to and must be approved in advance by the Dean.
- (D) Formal study for an advanced degree is not normally acceptable as a sabbatical leave project. Exceptions to this regulation require the written approval of the Dean of the candidate's school or college prior to filing of the application.
- (E) Faculty who fail to substantially complete all requirements for a sabbatical leave shall not be eligible to begin accumulating time for a subsequent sabbatical until such requirements are completed.

26.1.5 Final approval or disapproval will be given in writing by the Dean on or before February 15th.

26.1.6 A denial of sabbatical leave shall be subject to the grievance and arbitration procedure contained in Articles 38 and 39 of the Agreement.

26.1.7 It is understood that the provision of sabbatical leaves at three-quarters (75%) of salary for two semesters (26.1.2 (C)) will not continue automatically and must be renegotiated subsequent to July 1, 2008.

26.2 *Special Leave*

26.2.1 “Special leave” refers to leave taken for purposes which include engaging in public service, formal study, research, or teaching at another institution. Among the factors considered is the likelihood, in the University’s judgment, that the leave will make a significant contribution to the professional growth of the faculty member or the librarian. The term of leave is ordinarily one year. It may be renewed only with permission of the Dean or Library Dean.

26.2.2 For a probationary faculty member, scholarly leave of absence for one year or less will count as part of the probationary period for tenure as if it were prior service at another institution unless the faculty member and the Dean agree in writing to an exception to this provision at the time the leave is granted. Whether or not special leave is considered as service to the University for purposes of advancement in rank, or as part of the probationary period for tenure, or as counting towards eligibility for sabbatical, must be agreed to in writing by the Dean and the faculty member before the beginning of the leave.

26.2.3 A special leave is a leave without pay or compensation, but it shall be possible for the faculty member or librarian to make arrangements with the Personnel Office to assume financial responsibility for payments in order to keep medical or other insurance in force during the period of leave, if so permitted by the suppliers of such insurance.

26.2.4 A special leave should be applied for as early as possible, so that the University can plan satisfactorily for the absence of the faculty member or librarian on leave. Applications shall be made to the Dean.

26.2.5 A tenured faculty member granted special leave does not lose tenure rights unless he or she does not return to the University within three (3) years. The faculty member or librarian shall return to the same step on the salary scale which she or he would have enjoyed without the leave, unless other arrangements, agreed upon in writing before the leave, have been made, provided she or he returns in one (1) year.

26.3 *Sick Leave*

26.3.1 Sick leave for an extended period may be applied for through the Dean. Upon submission of a physician’s certification of illness, or other proof of illness as required by the University, the University will pay up to three months’ compensation for probationary or tenured faculty members or

librarians, only for the period of time which he or she is scheduled to work.

26.3.2 After seven (7) days of disability, Voluntary Disability Insurance will pay up to \$840 per week and the University contribution will be reduced by this amount. An informative brochure and further information are available in the Personnel Office. In order that voluntary insurance may be applied for, it is the responsibility of the faculty member or librarian to notify the Personnel Office as soon as possible, but no later than three (3) weeks after the beginning of sick leave.

26.3.3 Faculty members or librarians are provided long-term disability insurance for illness which lasts longer than six (6) months.

26.3.4 If the University believes that a health condition is interfering with the scope or quality of the Association member's professional responsibilities, the Association member shall be consulted in an attempt to resolve the problem. If no agreement is reached, the Dean may require the Association member to request an appropriate leave of absence pursuant to this Article, which shall normally be sick leave.

26.4 *Jury Duty*

Leave of absence for jury duty shall be granted to a faculty member or librarian by the Dean. In such cases, the faculty member or librarian will receive his or her salary less the amount given for jury duty.

26.5 *Military Leave*

The University shall make provision for short leaves with pay [up to fifteen (15) days] for military training, and extended leaves without pay for military service or defense work.

26.6 *Parental Leave, including Pregnancy Disability Leave*

An Association member shall be granted unpaid parental leave for a period of up to one (1) year for each pregnancy. This one (1) year leave for each pregnancy is intended to cover, individually or in combination, any periods of disability due to pregnancy or related medical condition and of parental leave to be home with a newborn child. Faculty women on leave as a result of disability due to their pregnancy or related medical conditions shall, upon request, receive sick leave and disability leave pay for four (4) weeks prior to the expected delivery date of the infant and for six (6) weeks after the birth date. To receive consideration for pay for longer or alternative periods of time (in return for a non-teaching assignment), the Association member can consult with the Dean. The decision of the Dean in this matter shall be final.

Parental leave benefits as outlined above shall not be abridged by the end or beginning of the semester before or after the birth of the child. Whether parental leave is counted as length of service for purposes of advancement in rank and salary, or as part of the probationary period for tenure, or as counting towards eligibility for sabbatical leave, must be agreed to in writing by the Dean or Library Dean and the Association member before the beginning of the leave.

26.7 Funeral Leave

The University shall grant paid funeral leave for up to three (3) working days in the event of a death in the immediate family (spouse, legally domiciled adult (as defined herein), child, stepchild, stepfather, stepmother, parent, brother, sister, father-in-law, mother-in-law or grandparents). It is the intention of this provision that persons that take such leave shall actually be attending the funeral of the member of the immediate family and/or have to attend to pre- or post-burial matters.

ARTICLE 27. Outside Employment

- 27.1 It is recognized that many of the activities in which Association members engage, e.g., consultation, lecturing, research, or teaching, contribute to their professional growth and material well-being. However, the University is the primary place of employment and the Dean shall have the right to compel an Association member to curtail or terminate outside employment when such work is interfering with the work responsibilities of the Association member as such are set forth in this Agreement.
- 27.2 Each Association member must inform his or her Dean of all outside employment he or she undertakes. If the Dean feels that such outside employment is interfering with the scope or quality of the Association member's professional performance, she or he shall consult with the Association member to try to resolve the problem. If no agreement is reached, the Dean may ask the Association member to terminate his or her outside employment.
- 27.3 Association members requested to cease outside work by the Dean shall do so within seven days or be subject to disciplinary action up to and including termination.
- 27.4 In cases where disputes regarding this Article are grieved to arbitration, the sole question before the arbitrator shall be, "whether the outside employment of the Association member has interfered with the fulfillment of his or her work responsibilities as set forth in the Collective Bargaining Agreement." In fashioning this award, the arbitrator shall recognize the Dean as responsible for ensuring that faculty deliver educational services and fulfill workload responsibilities as set forth in this Agreement.

In cases where an Association member is disciplined or terminated subject to this Article, an arbitrator may make the grievant whole, if, indeed, the arbitrator upholds the grievance.

- 27.5 The parties agree faculty shall be held accountable to workload standards, hours and related requirements as such are set forth in Articles 19 and 22.
- 27.6 Association members shall refrain from teaching at other colleges or universities during the academic year until the matter has been discussed with the Dean.

ARTICLE 28. Administrative Teaching

- 28.1 Administrators shall not perform Association member work on a regular and systematic basis.
- 28.2 Administrators may not teach more than one (1) course per semester.
- 28.3 Exceptions to the above may be granted with the mutual approval of the University and the Association.
- 28.4 Administrators who teach eight (8) or more units per semester shall become members of the Association.
- 28.5 In those instances in which an Association member and an administrator are both qualified to teach a course, preference in the assignment of that course shall be given to the Association member.
- 28.6 Administrators may regularly be assigned courses for which there is no qualified Association member, so long as there is not sufficient work to justify hiring an Association member. If sufficient work exists, the University shall hire another Association member as set forth in this Agreement.
- 28.7 Administrators may be assigned directed study, thesis, and dissertation students, but the number of such students assigned to administrators shall not be disproportionately higher than the number assigned to Association members.

ARTICLE 29. Miscellaneous Provisions

29.1 Accidents and Illnesses

If an “on-the-job” accident occurs to an Association member, it should be reported immediately to the Public Safety Office and to Human Resources so that the Workers Compensation process may be started. If an Association member becomes ill, the name of his or her personal physician should be obtained if possible, that physician notified, and his or her instructions followed. If emergency action is needed, call extension 2911.

29.2 *Approval of Arrangements for On-Campus Speakers and Events*

Applications for approval of arrangements for on-campus speakers and events may be obtained from the Office of the Director of Event Scheduling and Services. Requests for the use of University facilities are cleared by the University Registrar if the activity requested is academic in nature, and by the University Center Office if the activity is non-academic in nature.

29.3 *Attendance at Educational Meetings*

A faculty member who wishes to attend an educational meeting or convention during a period of assigned classes should send a written request to the Dean. A librarian who wishes to attend a library meeting or convention during working hours should send a written request to the Library Dean.

29.4 *Books for Classes*

Recommended dates for ordering textbooks and supplies are as follows: fall semester, May 1; intersession, October 1; spring semester, November 1; summer session, March 1. Faculty members are encouraged to make suggestions to the manager of the Bookstore regarding supplementary paperbacks to be stocked. Complimentary copies of texts required for classroom use should be requested by writing directly to the publishers; a listing of publishers' addresses is available on request at the Bookstore. In an emergency, the Bookstore will issue a copy of a required text to an instructor, with the understanding that this copy must be replaced within sixty (60) days with a copy obtained from the publisher.

29.5 *Computer Center*

The Computer Center is a facility offering computer services without charge to Association members for use in connection with research and computer-related classwork. Recipients of grant funds for research involving computer usage are charged. Others may use the Computer Center's facilities by special arrangement. If Association members do not wish to do their own programming, they may obtain programming services through the Manager of User Services or from other sources; the Association member or department will be charged for this service.

29.6 *Examinations and Grades*

(A) *Examinations*

Dates for final examinations are listed in the University Calendar. Midterm examinations are left to the discretion of each Association member. All final examinations must be administered during the period assigned in the University Calendar and must follow the approved time schedule as designed by the University Registrar. Request for changes in final exams shall be made to the Dean. Members of Alpha Sigma Nu, the Jesuit Honor society, may request to be excused from final examinations

at the end of the final semester of their senior year. In such cases, instructors will grade the student on the basis of work done up to the final examination.

(B) *Submission of Final Grades*

Final grades for fall semester must be submitted by the first working day following Christmas vacation. For spring semester final grades must be submitted within seven (7) days from the close of the examination period, unless the Dean permits a later deadline. It is essential that this procedure be followed strictly lest undue burdens be imposed on students and the personnel of University offices.

(C) *Changes of Grade*

Grades once submitted to the Registrar's Office will not be changed except in the case of an evident injustice. A faculty member seeking a change of grade must present a written petition to the Dean of the student's college. The requested change will become effective only after the petition has been approved by the Dean and filed with the Registrar.

(D) *Copies of Examinations/Syllabi*

One copy of each syllabus shall be filed with the Dean at the start of classes. The syllabus shall not be used to evaluate a faculty member for promotion or tenure, unless mutually agreed upon by the University and faculty member. A copy of the final exam shall be given to the Dean in a reasonable amount of time prior to the end of the semester, but after the final exam has been administered. A faculty member shall preserve students' answers to final examinations for one (1) month after the beginning of the next semester. The Dean may excuse a faculty member from such requirements as set forth above. Such excuse shall be in writing.

29.7 *Field Trips*

At least three (3) days prior to scheduling a field trip, the faculty member should submit in writing to the Dean a statement for approval regarding the purpose of the trip, the place or organization to be visited, and the date and time of the trip. On the day of the trip, the faculty member, before leaving campus, must submit to the Dean the names of all students who are participating.

29.8 *Funds for Academic Projects*

The Director of Sponsored Projects shall assist in solicitation of outside financial support. The Director of Sponsored Projects is available to advise Association members of possible sources of support for their academic interests. He or she shall be experienced in the drawing up of proposals for presentation to foundations, corporations, or individuals. Association members may, if they prefer, seek their own funds for academic projects.

29.9 *Grading*

(A) *Credit by Examination*

The University allows all registered undergraduate students who consider themselves knowledgeable enough about any course that may be challenged to petition to take an examination in that course. Upon the successful passing of the examination appropriate grade and credit will be granted. (Details of the procedure students are to follow in challenging a course and a list of those courses which may be challenged can be obtained from the respective Dean.)

(B) *Incompletes*

A faculty member may arrange with a student for a grade of “incomplete” (I). If the grade is still incomplete at the close of the following semester, it will be converted automatically into a Failure (F).

(C) *Pass-Fail Option Courses*

Students are permitted to enroll in specified courses on a Pass-Fail option basis. The following general regulations are to be observed: The Pass-Fail option applies to only one course each semester. The Pass-Fail option applies neither to required General Education Curriculum (GEC) courses or to courses in the student’s major. To exercise the option, the student must have completed at least the first semester of the Freshman year. To qualify for the option, the student must have an overall average of C (2.0). Students are not permitted to change to or from Pass-Fail option after the first four class days of a given semester without permission of the Dean.

29.10 *Identification Cards*

These cards are available at the Public Safety Office and are used as library cards and as identification cards in making purchases in the Bookstore or in cashing checks, etc. These cards shall be validated annually by the Public Safety Office upon the Association member’s request.

29.11 *Instructional Media Department*

The Instructional Media Department provides instructional planning and design services to Association members, assists in ordering media, and offers equipment for classroom use.

29.12 *Keys*

Association members shall not have keys for unauthorized areas. Office (and building) keys will be issued by the office of the Director of Plant Services upon written request from the Dean or administrative officer. Association members must sign for each key given to them. Duplication of University keys by an outside locksmith is prohibited. If a key is lost, the Association member should

inform the office of the Director of Plant Services immediately. Association members who sever their connection with the University are required to return all keys issued to them by the Plant Office before they leave the University.

29.13 *Libraries*

All Association members shall have full access to the resources of the University Libraries.

29.14 *Mail*

Mail sent on University business should be identified with the name and department of the originator in the upper left-hand corner of the envelope. Association members are not permitted to use the franking privileges for mail of a personal nature. The Association and its members shall have free use of the intra-University mailing service, including departmental pick-up and delivery twice daily.

29.15 *Offices*

Offices are assigned to Association members on the basis of seniority by the Academic Vice President or his/her designated representative. In most cases, offices will be assigned within existing or new buildings based on College or School affiliation and the needs of academic departments and programs.

29.16 *Parking Facilities*

Association members who wish to use the University parking facilities may obtain a parking permit for a fee from USF Public Safety. Parking spaces are assigned to Association members on a seniority basis. Association members who are expecting visitors should notify Public Safety so that the visitor may be directed to a parking space and to the building and office of the Association member.

Association members must abide by all University parking policies and procedures.

The University shall not increase the parking permit fee for academic year 2008-2009. In each of 2009-2010 and 2010-2011, fee increases will not exceed the (December – December) Bureau of Labor Statistics' CPI-U-SF = San Francisco-Oakland-San Jose Consumer Price Index – All Urban Consumers. The University will consult with the Association prior to implementing any parking permit fee increases.

Valet parking at Lone Mountain and Hayes Healy shall be free for permit holders in academic year 2005-2006.

In order to address the shortage of parking spaces at the date of this Agreement, the Association shall encourage faculty to participate in University discussions and programs to promote alternative forms of transportation to work; and the University shall increase its commuter subsidy to \$50 per month in Year 1, \$60 in Year 2, and \$65 in Year 3. Additionally, University may take the following actions: (a) decrease day permit sales and passes by fifty percent (50%) below FY 2004 levels; (b) restrict courtesy day passes to University guests; (c) review PAN number allocation; (d) increase enforcement of all University parking policies and procedures; and (e) increase fees for parking violations.

Association members who are cited for more than four (4) parking violations of parking policy in any semester may be denied a parking permit for the subsequent semester. (If they have already paid for subsequent permits, that payment shall be refunded.)

Any parking violation citation or denial or parking permit may be appealed to the Director of Public Safety within 30 days after receipt of the citation or denial. Should the Director deny the appeal, the Vice President for Business and Finance and the President of the Association shall render a final decision on the matter within sixty (60) days of the original appeal. If they are unable to reach a decision, The Academic Vice President shall join in the deliberation and a final and binding decision shall be made as soon as practicable.

The parties shall establish a joint committee to aggressively monitor parking policies and procedures including number of permits sold.

29.17 *Prayer*

It is recommended that classes be opened with a prayer. The Association member may lead the prayer or may ask a student to lead it.

29.18 *Travel*

Within budgetary limitations, the University will pay: (1) travel expenses of Association members, should they travel voluntarily on official University business; (2) the transportation and limited *per diem* expenses of Association members invited to present papers at meetings of learned societies; and (3) one-half the transportation expenses of Association members who attend meetings of learned societies but do not deliver papers. Application for travel funds shall be made as early as possible to the Dean, who may authorize funds. When travel is authorized, transportation will be arranged at the Association member's request by the Purchasing Department; if the Association member is authorized to use his or her own car, reimbursement will be at the established rate. A request for reimbursement must be supported by sales slips or invoices, and must be submitted on a Travel Report form, available from the Accounting and Finance Office.

29.19 Use of the University Name

Since the public judges the University and the teaching profession largely by the utterances of Association members, Association members should demonstrate at all times a high regard for the accuracy of their statements, should respect the opinions of others, and should make every reasonable effort to indicate that they speak as individuals rather than as representatives of the University.

29.20 Secretarial Services

Association members may use the services of departmental or faculty secretaries only for work that makes direct contribution to the fulfillment of their University responsibilities. Faculty may not make use of secretarial services for work of a personal nature without written approval of the Dean.

29.21 Duplicating Services

A requisition indicating the number of copies needed, the date the work is needed, etc., should accompany any materials to be duplicated. While duplicating orders are filled as soon as possible after they have been received, faculty members should allow at least 48 hours for the completion of the work. (Saturdays, Sundays, and holidays should not be considered in computing this time allowance.) Duplicated materials pertaining to classroom instruction (examinations, tests, and assignment sheets not included), and exceeding five cumulative pages, may be sold through the Bookstore. In this case, instructors should obtain a purchase requisition from the Dean. This requisition is to be submitted to the Bookstore and the quantity to be duplicated will be established. Printing orders should not exceed a one-year supply. The Bookstore will issue a purchase order to Duplicating Services and assume the expense of the printing and materials. The materials will be sold at cost, plus twenty-five (25) percent. At the end of the fiscal year, the Bookstore will take inventory of the unsold copies. If the material is not to be used in the following school year, the department concerned will be charged at cost per copy, and the material will become the property of the department. Faculty members are free to make alternative arrangements for the purchase of duplicated materials subject to the approval of the Dean.

29.22 Intersession

A four-week Intersession is conducted in the period between the fall and spring semesters for regularly enrolled students of the day division colleges, for those admitted for the next spring semester, and for those approved by the Dean. Faculty members who wish to teach during Intersession should notify their Dean early. Salary arrangements and schedules for Intersession will be made by the Dean and published by October 1st.

29.23 *Ordering Library Books*

Books may be ordered at any time during the semester from funds allocated to each school or college. A faculty member should consult the Dean concerning the allocation of book funds.

29.24 *Readers*

Although the instructor has the final responsibility for determining a student's grade, readers may be used by faculty members to help with written assignments, and with midterm or final examinations. It is the responsibility of both the instructor and Dean to determine that readers are adequately qualified for their assignments. An instructor requesting a reader should make clear on his or her application the number of students enrolled in class, and the number and length of written assignments to be demanded. The number of reader hours assigned will be determined by the Dean.

29.25 *Summer Session*

Faculty members who are interested in teaching in the Summer Session should notify their Dean as early as possible. It is the responsibility of the Dean to determine equitable criteria for choosing Summer Session faculty. Selection of summer programs and courses is the responsibility of the Dean.

- (A) The rate of pay for full-time faculty shall be effective on the day of ratification by the parties and shall be the same as that of the preferred hiring pool.
- (B) These rates of pay represent minimum rates of pay. The University may pay a faculty member a higher rate of pay. The decision of whether or not full-time faculty are paid above the minimum shall be at the sole discretion of the Dean and shall not be subject to the grievance and arbitration procedure of this Agreement.
- (C) Courses may be offered at the sole discretion of the University.
- (D) In cases where enrollment for such courses remains at twelve (12) or more students for undergraduate classes and seven (7) or more students for graduate classes, the rates of pay (per credit) shall be those established in above.
- (E) If enrollment falls below standards established in paragraph (2) above, the Dean(s) and faculty member(s), by mutual agreement, may negotiate varying individual rates of pay per unit for such faculty. Any such agreement shall be in writing and shall not set a precedent. These rates of pay may fall below the established contract minimum. In such cases where the Dean(s) and faculty member(s) cannot mutually agree on a varying rate of pay, the Dean(s) may cancel such courses.

29.26 Telephone Calls

Faculty are responsible for payment of telephone calls not related to University business.

29.27 Salary Deductions

Salary deductions for social security (OASDI) are made according to the current schedule. Automatic deductions are also made for federal income tax, state income tax, and state disability insurance. The University pays the total of unemployment insurance costs.

29.28 Salary Payment

Salary checks are available after 10:30 a.m. on the 26th day of the month at the Office of Human Resources; if the 26th falls on a Saturday, checks are available on the preceding regular work day; if the 26th falls on a Sunday, checks are available on the next available regular work day. Faculty members are given the option of being paid their base salary on a 10-month basis (September through June) or on a 12-month basis.

29.29 Faculty Lounge

The Faculty Lounge in the University Center shall be available to faculty during weekday hours of the regular fall and spring semester. Weekday hours shall be defined as 8:00 a.m. through 5:00 p.m., Monday through Friday, exclusive of holidays. Small luncheons of faculty and their guests only may be scheduled during the hours of 11:00 a.m. through 1:00 p.m. on weekdays of the academic semester periods. These groups shall be limited in number so that other areas of the Lounge will be available to other faculty. Scheduling of the Lounge shall be the responsibility of the Director of Event Scheduling and Services. In consultation with the Association, the University agrees to improve the existing Lounge facilities with new furniture and upgrade the dining facilities and programming opportunities.

29.30 Association Rights

The Association agrees that it will take upon itself the responsibility of explaining to newly hired Association members whatever matters it deems necessary in order to protect rights which are extended to Association members by this Agreement. The University shall furnish the names and addresses of new hires to the Association as soon as practicable but not later than thirty (30) days after such appointment is accepted by the new hire and the University.

29.31 USFFA and PT-USFFA Office

Effective September 1, 2009, Underhill 24A will be designated as the USFFA Office for the academic year 2009-2010. The University will provide an office to the USFFA to be shared with the PT-USFFA. The University will provide one voicemail box each to the USFFA and the PT-USFFA, a telephone and one computer, with computer to be replaced consistent with University replacement cycle policy, to be used by both associations.

SECTION III WAGES AND BENEFITS

ARTICLE 30. Salary and Benefits

30.1 *Salary*

The salary scale for Association members shall increase as follows during the period of July 1, 2008 through June 30, 2011.

- A. In 2008-2009 the total compensation increase shall be 4.5% across the board to Association members. Association members eligible for step increases shall receive such step increases.
- B. In 2009-2010 the total compensation increase shall be the (December – December) Bureau of Labor Statistics’ CPI-U-SF = San Francisco-Oakland-San Jose Consumer Price Index – All Urban Consumers + .375% across the board to Association members. Association members eligible for step increases shall receive such step increases.
- C. In 2010-2011 the total compensation increase shall be the (December – December) Bureau of Labor Statistics’ CPI-U-SF = San Francisco-Oakland-San Jose Consumer Price Index – All Urban Consumers + .375% across the board to Association members. Association members eligible for step increases shall receive such step increases.

Full Time USFFA Faculty Salary Scale

	Step	2007-2008	2008-2009	2009-2010
Instructor	1	\$50,124.48	\$52,380.08	\$52,586.81
	2	\$52,630.71	\$54,999.09	\$55,216.16
	3	\$55,136.94	\$57,618.10	\$57,845.51
	4	\$57,643.17	\$60,237.11	\$60,474.85
	5	\$60,149.38	\$62,856.11	\$63,104.19
	6	\$62,959.76	\$65,792.95	\$66,052.62
Assistant Professor	1	\$55,136.94	\$57,618.10	\$57,845.51
	2	\$57,643.17	\$60,237.11	\$60,474.85
	3	\$60,149.38	\$62,856.11	\$63,104.19
	4	\$62,959.75	\$65,792.94	\$66,052.62
	5	\$65,997.24	\$68,967.12	\$69,239.32
	6	\$69,338.85	\$72,459.10	\$72,745.08
	7	\$72,680.52	\$75,951.14	\$76,250.91
	8	\$76,391.17	\$79,828.77	\$80,143.84

Associate Professor	1	\$69,338.85	\$72,459.10	\$72,745.08
	2	\$72,680.52	\$75,951.14	\$76,250.91
	3	\$76,391.17	\$79,828.77	\$80,143.84
	4	\$79,363.77	\$82,935.14	\$83,262.47
	5	\$82,705.39	\$86,427.13	\$86,768.24
	6	\$86,047.04	\$89,919.16	\$90,274.05
	7	\$89,388.65	\$93,411.14	\$93,779.82
	8	\$94,553.82	\$98,808.75	\$99,198.73
Full Professor	1	\$86,047.04	\$89,919.16	\$90,274.05
	2	\$89,388.65	\$93,411.14	\$93,779.82
	3	\$94,553.82	\$98,808.74	\$99,198.72
	4	\$97,938.25	\$102,345.47	\$102,749.41
	5	\$102,411.01	\$107,019.51	\$107,441.90
	6	\$107,385.02	\$112,217.34	\$112,660.24
	7	\$112,350.69	\$117,406.47	\$117,869.85
	8	\$121,571.45	\$127,042.17	\$127,543.58

Full Time USFFA Librarian Salary Scale

		2007-2008	2008-2009	2009-2010
Assistant Librarian	1	\$43,441.42	\$45,396.29	\$45,575.46
	2	\$45,947.51	\$48,015.15	\$48,204.65
	3	\$48,453.59	\$50,634.00	\$50,833.85
	4	\$50,960.22	\$53,253.43	\$53,463.61
	5	\$53,466.29	\$55,872.27	\$56,092.79
	6	\$56,244.23	\$58,775.22	\$59,007.19
	7	\$58,478.62	\$61,110.15	\$61,351.34
	8	\$60,984.89	\$63,729.21	\$63,980.73
Associate Librarian	1	\$56,244.23	\$58,775.22	\$59,007.19
	2	\$58,478.62	\$61,110.15	\$61,351.34
	3	\$60,984.89	\$63,729.21	\$63,980.73
	4	\$63,490.96	\$66,348.05	\$66,609.91
	5	\$66,317.79	\$69,302.09	\$69,575.61
	6	\$69,338.72	\$72,458.96	\$72,744.95
	7	\$72,680.74	\$75,951.38	\$76,251.14
	8	\$76,022.24	\$79,443.24	\$79,756.79
Librarian	1	\$69,338.72	\$72,458.96	\$72,744.95
	2	\$72,680.74	\$75,951.38	\$76,251.14
	3	\$76,022.24	\$79,443.24	\$79,756.79
	4	\$79,363.75	\$82,935.12	\$83,262.44

5	\$81,532.44	\$85,201.40	\$85,537.67
6	\$85,323.60	\$89,163.16	\$89,515.07
7	\$89,283.40	\$93,301.16	\$93,669.40
8	\$96,819.07	\$101,175.93	\$101,575.26

30.2 *Merit Pay*

The University may award merit pay (in addition to the salary set forth in this Agreement) to any Association member.

30.3 *Health Insurance*

- A. Effective January 1, 2006, the existing Blue Cross and Kaiser plans will be amended as follows:

Blue Cross:

Office visit co-pays increase from \$15 per visit to \$20 per visit.

Deductible increases from \$150 to \$250.

The out of pocket maximum increases from \$444 to \$888.

Generic prescription co-pays increase from \$5 to \$10 and brand name prescription co-pays increase from \$10 to \$20.

Kaiser:

Office visit co-pays increase from \$10 per visit to \$15 per visit.

Prescription co-pays increase from \$10 per generic or brand name prescription to \$10 per generic prescription and \$20 per brand name prescription.

- B. The following health care plan contribution schedule for the Blue Cross and Kaiser Health Plans applies to eligible Association members covered by this Agreement. In addition, effective January 1, 2010, each Association member's premium share will increase or decrease proportionately based upon vendor increases or decreases, if any, up to a maximum increase of 15% for Kaiser and 15% for Blue Cross. Effective January 1, 2011, each Association member's premium share will increase or decrease proportionately based upon vendor increases or decreases, if any, up to a maximum increase of 15% for Kaiser and 15% for Blue Cross.

**Monthly Healthcare Premiums
Effective 1/1/09**

**Employee Monthly
Contribution**

Kaiser 1 party

Instructor	\$ 25
Assistant Professor	25
Associate Professor	31
Professor	37

	Assistant Librarian	19
	Associate Librarian	25
	Librarian	31
Kaiser 2 party	Instructor	99
	Assistant Professor	99
	Associate Professor	111
	Professor	123
	Assistant Librarian	86
	Associate Librarian	99
	Librarian	111
Kaiser 3 party	Instructor	136
	Assistant Professor	148
	Associate Professor	160
	Professor	172
	Assistant Librarian	99
	Associate Librarian	136
	Librarian	148
Blue Cross 1 party	Instructor	27
	Assistant Professor	27
	Associate Professor	39
	Professor	44
	Assistant Librarian	22
	Associate Librarian	27
	Librarian	41
Blue Cross 2 party	Instructor	111
	Assistant Professor	111
	Associate Professor	144
	Professor	155
	Assistant Librarian	88
	Associate Librarian	111
	Librarian	144
Blue Cross 3 party	Instructor	199
	Assistant Professor	199
	Associate Professor	221
	Professor	243
	Assistant Librarian	166
	Associate Librarian	199
	Librarian	221

**Monthly Healthcare Premiums
Effective 1/1/07**

**Employee Monthly
Contribution**

Kaiser 1 party	Instructor	\$ 20	plus share of vendor increase for '07
	Assistant Professor	20	" "
	Associate Professor	25	" "
	Professor	30	" "
	Assistant Librarian	15	" "
	Associate Librarian	20	" "
	Librarian	25	" "
Kaiser 2 party	Instructor	80	plus share of vendor increase for '07
	Assistant Professor	80	" "
	Associate Professor	90	" "
	Professor	100	" "
	Assistant Librarian	70	" "
	Associate Librarian	80	" "
	Librarian	90	" "
Kaiser 3 party	Instructor	99	plus share of vendor increase for '07
	Assistant Professor	106	" "
	Associate Professor	112	" "
	Professor	119	" "
	Assistant Librarian	79	" "
	Associate Librarian	99	" "
	Librarian	106	" "
Blue Cross 1 party	Instructor	25	plus share of vendor increase for '07
	Assistant Professor	25	" "
	Associate Professor	35	" "
	Professor	40	" "
	Assistant Librarian	20	" "
	Associate Librarian	25	" "
	Librarian	37	" "
Blue Cross 2 party	Instructor	100	plus share of vendor increase for '07
	Assistant Professor	100	" "
	Associate Professor	130	" "
	Professor	140	" "
	Assistant Librarian	80	" "
	Associate Librarian	100	" "
	Librarian	130	" "
Blue Cross 3 party	Instructor	149	plus share of vendor increase for '07
	Assistant Professor	149	" "

Associate Professor	162	"	"
Professor	175	"	"
Assistant Librarian	129	"	"
Associate Librarian	149	"	"
Librarian	162	"	"

**Monthly Healthcare Premiums
Effective 1/1/08**

Kaiser 1 party	Instructor	\$ 20	plus share of vendor increase for '07 and '08
	Assistant Professor	20	" "
	Associate Professor	25	" "
	Professor	30	" "
	Assistant Librarian	15	" "
	Associate Librarian	20	" "
	Librarian	25	" "
Kaiser 2 party	Instructor	80	plus share of vendor increase for '07 and '08
	Assistant Professor	80	" "
	Associate Professor	90	" "
	Professor	100	" "
	Assistant Librarian	70	" "
	Associate Librarian	80	" "
	Librarian	90	" "
Kaiser 3 party	Instructor	110	plus share of vendor increase for '07 and '08
	Assistant Professor	120	" "
	Associate Professor	130	" "
	Professor	140	" "
	Assistant Librarian	80	" "
	Associate Librarian	110	" "
	Librarian	120	" "
Blue Cross 1 party	Instructor	25	plus share of vendor increase for '07 and '08
	Assistant Professor	25	" "
	Associate Professor	35	" "
	Professor	40	" "
	Assistant Librarian	20	" "
	Associate Librarian	25	" "
	Librarian	37	" "
Blue Cross 2 party	Instructor	100	plus share of vendor increase for '07 and '08
	Assistant Professor	100	" "
	Associate Professor	130	" "
	Professor	140	" "
	Assistant Librarian	80	" "

	Associate Librarian	100	"	"
	Librarian	130	"	"
Blue Cross 3 party	Instructor	180	plus share of vendor increase for '07 and '08	
	Assistant Professor	180	"	"
	Associate Professor	200	"	"
	Professor	220	"	"
	Assistant Librarian	150	"	"
	Associate Librarian	180	"	"
	Librarian	200	"	"

- C. A \$40.00 per month credit is available to Association members who opt out of the insurance coverage and provide proof of insurance.
- D. As part of the new Blue Cross PBN20 Plan, the Plan will include \$250.00 per adult per year for a physical exam.
- E. The new Blue Cross PBN20 Plan will include mental/nervous and substance abuse benefits as follows:

	Participating Providers	Non-Participating Providers
* Inpatient Hospital And Outpatient Day Care	90% of negotiated Rate	70% of reasonable charges (\$500 deductible for non- Emergency admission; \$250 in no pre-admission review)
* Inpatient Hospital And Outpatient Physician Services	90% of negotiated rate; \$50 maximum per visit; 50 visits per year	70% of reasonable charges; \$25 maximum per visit; 50 visits per year

* Calendar Year Cap

- F. Association members may pay insurance premium payments with pre-tax earnings. Such premiums will be processed through salary reduction before Social Security, federal and state taxes are withheld. Association members may be required to authorize such salary reductions in writing.

30.4 *Vision Plan*

The University will provide an employer-subsidized vision program through Vision Services Plan. From July 1, 2008, through June 30, 2011, the monthly employee premiums will be as follows:

1 party	\$4.90
2 party	\$7.04
3+ party	\$12.61

30.5 *Dental Insurance*

The University will provide the following employer-paid dental/orthodontia coverage through Delta Dental for the Association member and eligible family members:

- A. An annual maximum dental benefit of \$1,500 per person.
- B. A maximum orthodontia benefit of \$1,500 per child per lifetime.

30.6 *Life Insurance*

- A. The University will provide employer-paid group term-life insurance of 1 times annual base salary.
- B. Optional group term-life insurance (1, 2 or 3 times annual base salary) and dependent group term-life (up to \$5,000) paid for by the individual faculty member, through payroll deduction, will be available, subject to the terms and conditions of the policies.

30.7 *Faculty/Staff Assistance Program*

The University will provide an employer-paid optional assistance program for counseling and referral for treatment of substance abuse and emotional problems.

30.8 *Spending Accounts Program*

Association members may set aside tax-free dollars to pay for unreimbursed medical expenses (up to \$5,000 per year) and dependent care (up to \$5,000 per year for children and elder care).

30.9 *Tuition Remission*

Tuition remission is a component of compensation. Association members and their academically eligible spouses/LDAs and dependent children shall receive full tuition remission, excluding fees, for all University courses except, as of July 1, 2006, impacted Law School programs, as defined by the University. As to

Law School programs, commencing July 1, 2006, Association members and their academically eligible spouses/LDAs and dependent children, collectively, may receive tuition remission to the Law School part-time programs, in an amount not to exceed \$70,000 at the 2005-2006 tuition rates ("Cap"). 2006-2007 and 2007-2008 Caps will be adjusted proportionally by increase in Law School tuition rates. The foregoing exclusion shall not apply to students currently enrolled or accepted as of July 1, 2006. Tuition remission benefits, as described above, are extended to the academically eligible spouses/LDAs and dependent children of tenured faculty who die, or have died, or are or become totally disabled.

30.10 *Childcare*

- A. The University shall maintain a fund to be utilized for childcare services for the duration of the economic settlement of this Agreement. Effective January 1, 2009, the University will provide childcare subsidies to Association members with Pre-Kindergarten and Kindergarten children. Childcare subsidy will increase 10% in Year 1 and 5% in Year 2. The fund shall pay all qualified applicants in accordance with the following schedule:

Childcare Monthly Subsidy Amount			
	2009	2010	2011
Assistant Professor/Librarian/ or Instructor	\$385	\$405	\$405
Associate Professor/Librarian	347	365	365
Full Professor/Librarian	308	324	324

- B. The fund shall be administered by Human Resources in accordance with criteria agreed upon by the parties.
- C. Any amendment or modification of the criteria for application to and use of the fund by individual Association members shall be as mutually agreed by the parties.

30.11 *Childcare Facility*

Within three years from the date of this Agreement, the University shall set aside \$1,000,000 towards construction of an on-site childcare facility. The University shall continue its efforts to raise additional funds to construct the facility, including publicizing the \$1,000,000 amount to seek matching contributions. If by June 30, 2008, there are insufficient funds to construct the childcare facility, the University shall apply the income from the principal amount to supplement childcare subsidies for Association members and allocate the principal at its discretion. The income from principal shall be consistent with the Spending Policy of the University's Endowment Funds, as approved from time to time by the University's Board of Trustees.

30.12 *Retirement*

- A. The University shall make a retirement contribution for Association members of 10% on the portion of base salary which is below the Social Security limit. The retirement contribution on the portion of the base salary above the Social Security limit shall be 12%.
- B. There will be a 4-year cliff vesting for Association members who have not previously been vested in a retirement plan of a higher education or non-profit institution.
- C. The basic retirement plan will be a non-contributory plan. (Association members may contribute to a voluntary supplemental retirement account (SRA) through TIAA-CREF, VALIC and/or Fidelity.)
- D. After the University has implemented TIAA-CREF's new computer platform, a joint University-Association taskforce will be assembled to review options of allowing other SRA vendors into the University's supplemental 403(b) plan. Such taskforce will convene no later than May 31, 2006, and upon conclusion of its work will recommend vendors to the parties.

30.13 *Emeriti Program*

- A. Effective July 1, 2006, the University will commence contributions to the Emeriti retiree medical benefit program on behalf of Association members age 40 and over. (Aetna is the medical insurer as of the date of this Agreement.) The University will contribute a sum equal to .5% of the total salary base of Association members. Association members age 40 and over shall make mandatory employee pre-tax contributions of \$10 per month. All Association members may make optional after-tax contributions. Each Association member's monthly account fee shall be shared equally by the University and the member. The monthly account fee shall be \$4.00 in the initial year and shall thereafter be subject to reasonable upward or downward adjustments.
- B. Association member contributions shall be immediately vested. University contributions shall vest at the time the Association member has completed 10 years of full-time University service, based on initial date of hire, or reaches age 60.
- C. The University contributions for an individual Association member shall cease after 20 years or the date on which the members permanently separates from full-time employment at the University, whichever occurs first.

30.14 *LDA Benefits*

The University shall extend benefits consistent with those provided to the dependents and spouses of Association members, in either this bargaining agreement or by University policy, to a legally domiciled adult (LDA) who currently lives in the same primary residence with an Association member.

- A. The Association member shall sign an affidavit certifying that the LDA meets the following qualifications:

EITHER

Has lived in the same primary residence as the Association member for a minimum period of time; and

Intends to continue living in the same primary residence as the Association member; and

Shares a close personal relationship (e.g., not a casual roommate or tenant) with the Association member; and

Is jointly responsible with the Association member for basic living expenses; and

Is not married; and

Is eighteen (18) years of age or older; and

Is not related by blood to the Association member such that the relationship would bar marriage in the state of California; and

Is not receiving benefits from any other employer (however, e.g., an LDA who is receiving medical but not dental benefits from his or her employer is eligible for dental but not medical benefits from USF.);

OR

Is an adult, dependent parent, sibling or child no longer eligible for benefits living in the same primary residence as the Association member and is claimed as the Association member's tax dependent.

- B. Each Association member may enroll either a spouse or an LDA. Dependent children of an LDA are also eligible for coverage.
- C. If an LDA ceases to meet the above criteria, he or she will no longer be eligible for coverage.

- D. The parties shall establish a joint committee composed of two (2) members appointed by the University and two (2) members appointed by the Association to develop implementation guidelines consistent with University policy and practice for the LDA benefits described in this Article. If this committee is unable to reach agreement on these guidelines, all matters in dispute shall be remanded to the parties for final resolution.
- E. These LDA benefits and in the implementation guidelines described above shall be administered through the Human Resources office and shall be applied consistently pursuant to University policy and practice

30.15 *Renegotiation of Economic Terms upon Change in Student Enrollment*

If total USF enrollment in schools represented by the Association drops or increases by 5% or more, upon the request of either party, the parties shall return to the bargaining table to renegotiate salaries and benefits. In such event, the census data collected during the preceding semester shall determine the baseline for enrollment. Should the parties renegotiate salaries and benefits pursuant to this Article, all other articles of this Agreement shall remain in full force and effect.

30.16 *Provisions for Reopener Negotiations*

- A. The University shall share aggregate compensation and salary data and relevant budget information currently used for fiscal planning with the Association. The Association shall waive any legal rights to this data and not to make this information part of any legal proceeding.
- B. The comparator group of institutions are listed below for the sole purpose of salary and benefit negotiations. This comparator group will provide the only negotiating guidelines for economic issues subject to negotiation.

California List

Claremont McKenna College
 Loyola Marymount University
 Pepperdine University
 Pomona College
 Saint Mary's College of California
 San Francisco State University
 Santa Clara University
 Scripps College
 University of California-Berkeley
 University of San Diego
 University of the Pacific
 Stanford University*
 University of Southern California*

* benefit only

Historical List

Santa Clara University
Loyola Marymount University
Pepperdine University
Golden Gate University
Saint Mary's College of California
Sonoma State University
Hayward State University
San Jose State University
San Francisco State University
University of San Diego
University of the Pacific

Urban Jesuit List

Boston College
College of the Holy Cross
Fordham University
Georgetown University
Loyola Marymount University
Loyola University Chicago
Santa Clara University
Seattle University

ARTICLE 31. Supplemental Benefits

31.1 Athletic Facilities

Association members shall have access free of charge to all athletic facilities maintained by the University including the use of locker rooms, showers, and athletic equipment on a space available basis. This section shall include the Koret Health and Recreation Center; however, use of the Center is subject to University regulations. Spouses, LDAs and dependent family members of USF full-time faculty shall have access free of charge to the USF Koret Center. All Koret policies and procedures must be otherwise adhered to.

31.2 Discount

Books and supplies for personal use may be purchased at the Bookstore at a 10% discount. The Purchasing Department will suggest sources of supply for other types of merchandise, which have been found to be reliable and competitive.

31.3 Tickets

Association members may buy two tickets for the price of one for all USF basketball games held in the University Gymnasium. The College Players offer two free tickets to Association members for all opening night performances; if an Association member has a class on opening night, free tickets are available for

another performance. Free admission to all lectures sponsored by the University is available upon request by an Association member.

31.4 Supplemental Pension Plan

31.4.1 The University maintains a Supplemental Pension Plan for those Association members who were employed by the University prior to July 1, 1961, and were born prior to July 1, 1921. The annual Supplemental Pension Plan payment to eligible participants shall be 4% of the total salary earned from the date of employment to July 1, 1961. The eligible participants were informed of the Plan and the amount of annual pension payment in a written notification dated July 8, 1972.

31.4.2 Neither party hereto shall ever again at any time, even after termination of this Agreement, raise in negotiations and/or interest arbitrations should the latter procedure be available or occur, the Supplemental Pension Plan or propose any changes or revisions thereto.

ARTICLE 32. Retirement

32.1 Retirement Plan

32.1.1 Since 1961 the University has had a plan with TIAA-CREF for the provision of retirement insurance for the faculty and librarians. The University will contribute toward retirement of tenured and probationary faculty who are teaching full-time and librarians an amount equal to 10% of base salary (not including Intersession and Summer Session for faculty), authorized on an annual basis. Premiums may be divided between purchase of TIAA annuities (fixed dollar annuities) and CREF annuities (invested in common stocks and other equities).

32.1.2 Voluntary tax-deferred annuities are available to Association members who wish to tax defer a portion of their salaries. The portion of the monthly salary which goes toward the purchase of an annuity is not taxed at the time of payment, but is taxable when withdrawn. The University does not make a contribution to the purchase of these annuities.

32.1.3 The University provides long-term disability insurance. After six months of disability, the plan pays 60% of base salary plus the applicable contribution to the TIAA-CREF retirement plan. This insurance is not available to faculty and librarians who are 70 or older.

(A) Should an Association member wish to retire prior to age 65, with the approval of the Academic Vice President, he or she may retire on July 1st following the attainment of age 60 or on July 1st in any subsequent year prior to age 65. A request for retirement before age 65 should be made to the Dean by December 15th of the final

year of full-time teaching. Retirement before 65 does not preclude the possibility of employment for special purposes according to the needs of the University, including teaching a reduced load, one-half or one-third, with reduced compensation.

- (B) Retired Association members shall continue to enjoy the following privileges:
 - (1) Listing in the University Catalogue with the designation “retired” after their name.
 - (2) Library privileges.
 - (3) Access to all University facilities.
 - (4) Invitations to University convocations and receptions.
 - (5) Eligibility for such Association benefits as parking permits and tickets to University events on the same basis as active Association members.
 - (6) Office space (as available) and the usual secretarial services available to Association members.
- (C) Retired Association members are eligible to purchase health care insurance at University cost, assuming they meet or comply with all applicable criteria until age 65 (when they are eligible for Medicare).

ARTICLE 33. Professor Emeritus

A faculty member with no less than ten (10) years of full-time service at the University may be appointed by the President to the rank of Professor Emeritus. Emeritus faculty are entitled to standard retirement benefits as set forth in Article 32 (Retirement) Section 32.1.3 and other honors and/or benefits as recommended by the President.

ARTICLE 34. Faculty Development Fund and Librarian Development Fund

- 34.1 All Association members may apply and shall be considered for Faculty Development Funds (FDF)/Librarian Development Funds (LDF). Individuals applying for FDF/LDF shall ordinarily outline plans and use of such funds with their Dean in their Academic Career Prospectus (ACP)/Librarian Career Prospectus (LCP).
- 34.2 A joint college, school or library committee shall be appointed for the purpose of distributing FDF/LDF. The Dean and the Association member may each appoint

up to five individuals to serve a three-year term. Awards shall be decided by mutual agreement between parties, and not by a simple majority vote.

- 34.3 Association members shall formally apply to the committee for FDF/LDF. The application shall include: (i) a signed statement of intent which sets forth the specific objectives and goals to be accomplished through the use of such funds and (ii) the phrase, "Failure to use FDF/LDF for the stated purpose shall obligate the Association member to reimburse the FDF/LDF in full. FDF/LDF may not be awarded without a signed statement of intent.
- 34.4 Funds shall be divided between colleges, schools and library based on the number of Association members in each.
- 34.5 FDF/LDF shall be awarded pursuant to the following criteria listed in order of priority:
 - (A) for research endeavors which may support a candidate's request for consideration for promotion or tenure;
 - (B) to faculty or librarians who wish to enhance professional effectiveness, as defined in this Agreement. Awards shall be based on academic merits alone. Ordinarily, preference for FDF/LDF in each college or library for this criterion shall be junior faculty/librarians.
- 34.6 Upon written request by the Dean or the Association representative on the committee, any Association member who received FDF/LDF funds, shall account in full for the manner in which these funds were used, including specific documentation showing the funds were used for the purposes stated in the application and statement of intent.
- 34.7 Should a recipient of FDF/LDF funds fail to demonstrate to the satisfaction of the committee that such funds were spent for the stated purposes or that the proposed activity was substantially completed, the recipient shall repay the FDF/LDF all funds in question. No further funds may be awarded to anyone who fails to document the use of FDF/LDF for the duration of this Agreement.
- 34.8 An Association member shall submit any dispute concerning this Article in writing to the President of the Association or designee and the Academic Vice President or designee for final resolution within ten days of the time the dispute arose. If the dispute is not submitted in writing and within ten (10) days, the University or the Association shall have no obligation to respond, and the decision of the committee shall be final.
- 34.9 The parties shall not defend individuals who use funds for other than the stated purposes.
- 34.10 In academic year 2008-2009, the funds provided by the University for distribution

shall be \$954,232. Unused funds shall carry over into the next academic year.

- 34.11 In academic year 2009-2010, the University shall divide the 2008-09 distribution by the number of 2008-09 Association faculty and librarian lines (“dividend”). The University shall increase the dividend by the (December – December) Bureau of Labor Statistics’ CPI-U-SF = San Francisco-Oakland-San Jose Consumer Price Index – All Urban Consumers and then multiply it by the number of 2009-10 Association faculty and librarians. The University shall place the resulting amount in the fund. Unused funds shall carry over into the next academic year.
- 34.12 In academic year 2010-2011, the University shall divide the 2008-09 distribution by the number of 2009-10 Association faculty and librarian lines. The University shall increase the dividend by the (December – December) Bureau of Labor Statistics’ CPI-U-SF = San Francisco-Oakland-San Jose Consumer Price Index – All Urban Consumers and then multiply it by the number of 2010-11 Association faculty and librarians. The University shall place the resulting amount in the fund. Unused funds shall carry over into the next academic year.
- 34.13 The provision of faculty development funds shall not be extended automatically and shall be subject to reopener negotiations.

ARTICLE 35. Tuition Programs

- 35.1 The University shall continue to participate in the Faculty and Staff Children Exchange Program (FACHEX), an undergraduate tuition remission program for children of full-time faculty and staff of participating Jesuit institutions. It permits a limited number of children eligible for tuition remission at the home institution to receive tuition remission at other participating Jesuit colleges and universities. The benefits are for the remission of tuition only. Application for the FACHEX program does not guarantee acceptance at a FACHEX institution or ensure a FACHEX scholarship.
- (A) FACHEX. The Association members, the Association and the University shall comply with all policies and procedures of the FACHEX program and the participating schools. Children of Association members who are no longer employed on a full-time basis at the University shall not be eligible to participate in this program.
- (B) The parties acknowledge that Jesuit colleges and universities may at any time join or withdraw from the FACHEX program. A list of participating institutions is available at Human Resources.
- (C) The rules and regulations of the FACHEX program, presently administered from John Carroll University, shall not be subject to the grievance and arbitration provisions of this Agreement.

- 35.2 TUITION EXCHANGE. The University shall continue to participate in the Tuition Exchange (TE) program. The TE program provides the opportunity for IRS dependent children of faculty and staff to receive undergraduate scholarships at a participating member institution. The TE program is a scholarship program, not a fringe benefit provided by the University. There are a limited number of annual openings. Application for the TE program does not guarantee acceptance at a TE member institution or ensure a TE scholarship. A current list of participating institutions can be found at www.tuitionexchange.org.

ARTICLE 36. Housing Subsidy Fund

- 36.1 From 2002 through 2005, University provided mortgage assistance in the total amount of \$530,000. Such amount was disbursed at the direction of the joint housing committee.
- 36.2 Commencing in academic year 2006-2007, University shall create an account designated as the "revolving mortgage fund" to be used exclusively for mortgages for Association members. In each year from academic year 2006-2007 through academic year 2008-2009, the University shall contribute \$200,000 to the revolving mortgage fund. Effective January 2009, the University will modify all current outstanding loans on a case-by-case basis to address faculty's upcoming loan expiration and repayment obligations. Effective January 2011, the University will make available 3 new mortgage loans at \$53,000 each.
- 36.3 As mortgages are repaid on the \$530,000 referenced above, such payments shall be deposited into the revolving mortgage fund.
- 36.4 In each year from academic year 2006-2007 through academic year 2008-2009, University shall provide \$50,000 to be used as rental subsidies for Association members. New faculty are eligible for one time payment of up to \$5000 for first and last month's deposit, subject to relevant receipts submitted to Human Resources.
- 36.5 Both the revolving mortgage fund and rental subsidies will be disbursed at the direction of the joint housing committee.
- 36.6 If during the term of this Agreement, there ceases to be a demand for mortgage and rental subsidy benefits, the joint housing committee shall disburse the remaining funds in a manner that mutually benefits both the Association and the University.
- 36.7 University will provide relocation benefit of \$4000 maximum for expenses incurred for relocation from the East Coast, \$2500 maximum for expenses incurred for relocation from Midwest and \$2000 maximum for expenses incurred for relocation for West Coast subject to appropriate receipts.

36.8 The University will note the housing subsidy in its hire letter and make such subsidy available prior to the beginning of each academic year.

ARTICLE 37. Adoption Benefit

37.1 The University will provide a \$2000 reimbursement for adoption fees, per family per adopted child.

SECTION IV CONFLICT RESOLUTION

ARTICLE 38. Grievance Procedure

- 38.1 The purpose of this Article is to provide the sole method for the settlement of a complaint alleging that a specific provision of this Agreement has been violated. It is the intent of the parties that, unless otherwise specified, any dispute as to the application or interpretation of this Agreement shall be subject to the provisions of Articles 38 and 39 of this Agreement. Such a complaint shall be defined as a grievance under the Agreement and must be presented and processed in accordance with the following steps, time limits and conditions set forth herein. The word “days” as it appears in this Article, shall mean “working days”.
- 38.2 Informal Step - In all cases, a grievance must be presented within twenty (20) working days from the date the claimed contract violation first occurred, provided that, where the grievant and the Association had no way of knowing of the occurrence of the event upon which the claimed contract violation is based, then the grievance must be presented within twenty (20) working days from the date either the grievant or Association, by the exercise of reasonable diligence, should have known of the occurrence of such event. If any grievant has a grievance, as defined herein, he or she shall first discuss the matter with his or her Dean at a reasonable time to be fixed by the Dean. The designated Association representative may be present at the request of the grievant. No grievance shall be deemed to exist unless it has been discussed by the grievant with the Dean within the time limits and conditions herein set forth. The Dean shall respond to the grievant within twenty (20) days of the conclusion of the discussion referred to in 38.2.
- 38.3 If the grievance is not resolved as a result of the discussion referred to in 38.2 above, the grievance may be appealed in accordance with the following procedure.
- 38.3.1 **STEP I** - Within five (5) working days following the response of the Dean pursuant to 38.2 and 38.3 above, the grievance shall be set forth in writing on forms furnished by the University, signed by the grievant and given to the Dean. All facts surrounding a grievance that a grievant could have reasonably known must be put in writing at Step I; i.e., a grievant must make every reasonable effort to present all facts at Step I. The Dean and grievant shall meet following receipt of the Step I grievance. At that meeting, that Dean shall provide, to the extent permissible under this Agreement, a response, with reasons, to matters properly brought forward by the grievant.
- 38.3.2 Unless mutually agreed in writing by the Dean and grievant, the Step I meeting shall occur within ten (10) days of formal receipt of the signed grievance given to the Dean as set forth in 38.3.1. A designated Association representative may be present at the request of the grievant at

the Step I meeting. The parties agree to notify each other regarding the individuals who will attend this meeting. Failure by the grievant to meet with the Dean at Step I or file a grievance properly pursuant to this Agreement, shall render the grievance null and void. The Dean shall respond in writing to the Step I grievance within ten (10) days of the Step I meeting unless timelines are waived pursuant to this clause.

38.3.3 If, as a result of the Step I meeting and response of the Dean, the alleged grievance is not resolved, the matter must be appealed within ten (10) days of the Step I response to either the grievance panel or Step II. Denials of promotion or tenure cases shall not proceed to the grievance panel. All other grievances shall proceed to the grievance panel, unless the formal parties to this Agreement agree, in writing, to bypass the grievance panel.

38.3.4 *Grievance Panel*

- (A) In the event a grievance is not settled at STEP 1, the grievant may submit the written grievance and the Dean's written response to the Grievance Panel.
- (B) This Panel shall begin its review within twenty (20) working days after such a submission.
- (C) The Panel shall be composed of two Association members selected by the Association and two members selected by the University. However, the immediate parties of interest shall not serve as Panel members.
- (D) The Panel shall meet to review the grievance materials. Any Panel member may call upon any witnesses to provide evidence or information. Any individual, at his or her sole option, may decline to appear before the Panel.
- (E) Any Panel member may request of the Academic Vice President, in writing, any material relevant to investigating a grievance. Absent such request, the University shall have no obligation to provide data. The Panel shall not have subpoena power. Panel members shall discuss their requests for information prior to making them, in order to avoid duplication or unnecessary repetition of requests.
- (F) At the request of any Panel member, the Panel shall meet in executive session, which shall be bound by confidentiality. Discussions held in executive session shall not be used in a subsequent hearing or judicial proceeding. No evidence shall be presented or testimony taken in executive session.

- (G) The decision of the Panel shall be by majority vote and shall be final and binding on all parties and shall be given within one (1) month following the submission of the grievance to the Panel. The Panel may not amend, extend, or exceed boundaries of this Agreement.
- (H) The Panel shall submit its decision to the University and the Association. The report shall not include how individual Panel members voted.
- (I) In cases where the Panel does not reach a decision in one (1) month, the grievant shall then have the right to appeal the grievance to STEP 2. The Panel shall then be discharged of its duties.
- (J) All facts surrounding a grievance that a grievant could have reasonably known at the time of the STEP 1 filing, shall be presented at STEP 1.
- (K) If, as a result of the Panel meeting, the alleged grievance is not resolved, the matter must be appealed by the grievant to Step II within ten (10) days of receipt of the Panel decision or pursuant to (I) above. Failure by the grievant to properly appeal a decision by the Panel shall render the grievance null and void.

38.3.5 **STEP II** - The Director of Employee and Labor Relations or designee shall meet at Step II to discuss the grievance with the President of the Association or designee and grievance committee if desired by the Association. The parties agree to notify each other regarding the individuals who will attend this meeting.

38.3.6 Step II meetings shall be held at a mutually agreeable time within ten (10) days following written notice of such appeal as required in 38.3.3 or in 38.3.4 (I) or (K). Extensions of grievance timelines are permissible only in cases where the formal parties mutually agree to an extension in writing.

38.3.7 Failure by the grievant and the Association to properly appeal such grievance or otherwise meet at Step II shall render the grievance null and void.

38.3.8 At the Step II meeting, the Director of Employee and Labor Relations or designee shall respond, with reasons, to the extent permissible under this Agreement, to all matters properly brought forth by the grievant and the Association. A formal written response shall be made to the grievant and the Association within ten (10) days of the conclusion of the Step II meeting.

38.3.9 The parties may entertain settlement discussions after Step II and may extend grievance timelines, in writing, to do so. However, if the parties do not mutually agree to a written extension of grievance timelines, and the alleged grievance is not resolved within ten (10) days of the Step II meeting or response made pursuant to 38.3.8 above, the grievance must be appealed to arbitration through written notice of such appeal signed by the Association and given to the Director of Employee and Labor Relations . Absent such appeal by the Association, the grievance shall be considered null and void and resolved based upon the University's last response to the Association or grievant.

38.4.0 **STEP III** - The appeal to arbitration shall be in accordance with the procedure and the conditions set forth in the arbitration provision set forth in Article 39 of this Agreement. Such appeal shall be made within twenty (20) days of the Step II response referred to in 38.3.9 above.

38.4.1 The parties agree that they will follow the foregoing grievance procedures in accordance with respective steps, time limits and all conditions set forth in this Article. If, at any step, the Dean, Director of Employee and Labor Relations or designee fails to give a response to the grievance within the time limits set forth in this Article, the grievance may be appealed to the next step of the procedure pursuant to this Article. If the grievant or the Association fails to follow the foregoing grievance procedures in accordance with the steps, time limits and all conditions set forth in this Article, the grievance shall be deemed settled on the basis of the University's last answer.

38.4.2 Only the Association or the University may require arbitration of the other.

38.4.3 If the University claims that the Association has violated any provisions of this Agreement, it may, if it so chooses, present such claim to the Association, in writing, within ten (10) working days following the occurrence of the action grieved. If the parties fail or are unable to settle the matter, the University may appeal it to arbitration, in accordance with the arbitration provision, Article 39 of this Agreement.

38.4.4 The parties agree that pending the raising, processing and settlement of a grievance, and during the term of this Agreement, they shall abide by all the provisions of Article 43 (No Strike-No Lockout) of this Agreement.

ARTICLE 39. Arbitration

39.1 The Panel of Arbitrators shall include Mr. John Kagel, Mr. Gerald McKay, Ms. Barbara Chvany and Ms. Jerilou Cossack, who shall serve as arbitrators under this Article until the expiration of this agreement, and shall, by mutual written agreement, be retained thereafter on an annual basis. If the Arbitrators mentioned

herein are unavailable or the parties mutually decide upon an alternate arbitrator, such agreement shall be in writing.

39.1.1 During September of each academic year, the parties shall, in consultation and agreement with Counsel, schedule two days, as nearly consecutive as possible, with each arbitrator named in 39.1. These dates shall be scheduled at regular intervals throughout the year.

39.1.2 When a grievance is properly moved to arbitration, such arbitration shall be heard by the arbitrator whose scheduled date(s) follow, within a reasonable time period, the appeal to arbitration. Arbitration dates shall not be scheduled in May, June or July of any year unless by mutual agreement of the parties.

39.1.3 At the request of either party, an arbitration may be moved once (to the next scheduled arbitration dates). Such request shall be in writing and made to the other party a reasonable time prior to a scheduled arbitration date.

39.1.4 Each party shall be responsible for written notification of the other regarding scheduling dates. Failure of one party to appropriately notify the other, at least thirty days in advance, of its intent under 39.1.1, 39.1.2, or 39.1.3 above, shall result in that party paying any and all cancellation fees or related costs associated with that arbitration.

39.2 The arbitration proceedings shall be conducted under the Rules of the American Arbitration Association.

39.3 Each party shall bear the expense of its representatives, participants, witnesses, and for the preparation and presentation of its own case. The fees and expenses of the Arbitrator, the hearing room and any other expenses incidental to the arbitration hearing shall be borne equally by the parties.

39.4 No matter, other than a grievance alleging violation of a specific provision as written and expressed in this Agreement, can be reviewed on the merits by the Arbitrator. If the grievance does not meet the aforementioned standard, and involves matters outside of the expressed terms of this Agreement, and is not specifically covered by a written provision of this Agreement, and the matter is submitted to the Arbitrator, the Arbitrator shall refrain from reviewing the merits of the grievance. In such cases, the Arbitrator shall deny the grievance on the basis of the University's last answer in the grievance procedure as set forth in Article 38 of this Agreement.

39.5 The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of the Agreement or any expressly written amendment or supplement thereto, or to extend its duration, unless the Parties have expressly agreed, in writing, to give him or her specific authority to

do so, or to make an award which has this effect. The award of the Arbitrator so made shall be final and binding on the Parties.

39.5.1 The Arbitrator shall arrive at his or her decision solely upon the facts and contentions as presented by the parties during the Arbitration proceeding. The Arbitrator shall not consider any facts which were not introduced by the parties in the Steps of the Grievance Procedure as set forth herein, unless either party could not have at that time reasonably known of such facts.

39.6 Pending the raising, processing and settlement of the grievance and the award of the Arbitrator, and during the term of the Agreement, the parties agree to abide by all of the provisions of Article 42 (No Strike-No Lockout) of this Agreement.

39.7 An arbitrator may review a denial of reappointment, promotion or tenure only in cases where all procedures, conditions, and criteria for filing a grievance, as set forth in the labor agreement, are met.

39.8 The Association may not appeal non-reappointment or promotion of probationary faculty members to arbitration unless they have completed three (3) full years of service at USF as set forth in 39.10 below. Probationary faculty shall have access to the grievance procedure in matters pertaining to reappointment or promotion, but shall not have access to arbitration unless mutually agreed upon by the formal parties to this agreement until they have completed three (3) full years of full-time service at USF.

39.9 In exceptional circumstances and by mutual agreement, which shall be in writing, the formal parties to this agreement may permit any grievance which has been appropriately filed under the labor agreement; i.e., meets all conditions and standards for a grievance, but for which arbitration is expressly excluded under this agreement, to be appealed to arbitration. However, 39.9 shall not be construed as broadening the scope of arbitrable review as set forth in this Article, nor shall the failure of either party to mutually agree be subject to arbitration. When such mutual agreement does occur pursuant to 39.9, the parties shall meet and agree upon the specific issue(s) to be decided upon at arbitration. Failure to agree upon such issues shall preclude arbitration.

39.10 Appeal Criteria

The following stipulations shall apply in regard to all disputes or grievances and arbitrations which may arise from promotion and tenure decisions.

- (A) Failure of the College-wide or University-wide Faculty Peer Review Committees to follow all procedural and timeliness guidelines as set forth above shall not be arbitrable, and shall not be used as a pretext to overturn the University's decision. The only exception to this rule for procedural violation shall be as set forth in (B) below.

(B)

- (1) In cases of grievances over promotions and/or tenure, each party shall endeavor at the Step II grievance level to identify any violations of promotion or tenure procedures which have occurred.
- (2) Should the University and the Association agree that a procedural violation has occurred, the identifying party shall request that the other party address the specific problem and notify the University of the outcome. Should that party fail to address and remedy the identified violation within thirty (30) days of the other party's request, the grievance shall not be arbitrable. Should either party comply with the request to remedy the procedural violation, the other party shall not raise such procedural violation at arbitration. A procedural violation shall not be considered remedied unless both parties agree that it has been remedied. In cases where agreement is not reached on the violation having been remedied, the remedy issue shall go to arbitration pursuant to the paragraphs below. The parties understand that substantive differences may exist even if procedural violations are remedied.
- (3) Should either party identify what it considers to be a procedural violation and the other party deny that the alleged violation occurred, then the issue of whether or not a procedural violation occurred shall be decided by an arbitrator if the underlying grievance over promotion or tenure is properly appealed to arbitration.
- (4) Should a procedural violation involving a promotion or tenure grievance be discovered after the Step II level, but before a final decision by the arbitrator is rendered, then the resolution of this violation shall be in accord with paragraph 2 above if both parties agree that the violation occurred. If either party denies that the alleged violation occurred, then this dispute shall be resolved in accordance with paragraph 3 above.
- (5) In any arbitration in which there is a violation of the promotion and tenure procedure or this Article by the Association, the Association shall pay the entire cost of the arbitrator, court reporter, and transcript for both parties.

(C) The arbitrator shall comply with the provisions of this clause and may not expand the scope of arbitrable review or fashion a remedy unless expressly permitted by the labor agreement; e.g., violation of a procedure shall not be grounds to reverse a promotion or tenure decision.

- (D) Should the College-wide Faculty Peer Review Committee fail to make a majority written recommendation on a particular applicant pursuant to the procedures set forth in this Article (i.e., support or oppose) or either committee fail to adhere to all procedural or timeliness guidelines as set forth in this Article, the promotion or tenure decision in question shall not be arbitrable unless the procedural violation is remedied pursuant to B above.
- (E) The University may accept or reject the recommendation of the College-wide or University-wide Peer Review Committee.
- (F) Should the College-wide or University-wide Peer Review Committee make a recommendation by a majority and pursuant to Article 17, and the University deny promotion or tenure to such applicant, the matter may proceed to arbitration under the following circumstances:
 - (1) all provisions of the collective bargaining agreement in Articles 17 and 38-39 must have been fully met. Failure to meet all procedural provisions shall result in a grievance not being arbitrable and
 - (2) an arbitrator shall be bound by the following standard. The only question at arbitration in cases of promotion or tenure cases, assuming all conditions and procedures are met by the grievant and the Association, shall be whether or not the standard of unjustly denied was demonstrated to the arbitrator by the Association (i.e., the Association must demonstrate that that University decision was substantively unfair after the University promotion and tenure committee and peer review committees considered all recommendations and information).
- (G) No grievance may be filed over an affirmative decision by the University. A grievance over a negative decision may be filed only within twenty (20) working days after final notification from USF (March 21).
- (H) Should the peer review committee violate a timeline and fail to address the matter in full within thirty (30) working days of a request by the University to address the problem, then the Association shall pay the cost of the arbitration, court reporter and transcript fees.

ARTICLE 40. Conflicting Grievances

If grievances regarding conflicting claims or rights for assignment are brought forth by the full-time or part-time Faculty Association, the Association President shall recommend a proposed solution to the University.

ARTICLE 41. Discipline and Discharge

41.1 Termination or Discipline of an Association Member with a Tenured Appointment

An Association member with a tenured appointment can be terminated or disciplined by the University only on the basis of the just cause principle as defined by arbitration case law pertaining to labor-management relations under the National Labor Relations Act. An Association member who is terminated by the University pursuant to this section shall be given twelve (12) months' notice or, alternatively, at the sole option of the University, severance pay equal to one-half of the last annual salary given the terminated faculty member. Termination or discipline of an Association member with a tenured appointment is subject to the grievance and arbitration provisions set forth in this contract.

41.2 Moral Turpitude

Faculty who are disciplined and discharged for reasons of moral turpitude shall not be entitled to severance pay equal to one-half of the last annual salary as set forth in this Article. "Moral turpitude" shall be used as it is commonly understood in higher education.

41.3 Violation of any article or provision of this Agreement may result in disciplinary action against an Association member.

ARTICLE 42. Layoff

42.1 Layoff of an Association Member with a Tenured Appointment

In the event that a reduction of the workforce of the University requires the layoff of a tenured Association member, the layoff shall be done on the basis of retaining faculty with the qualifications to perform the work which remains available. If two or more Association members having a tenured appointment have the qualifications to perform the work that remains available, the first tenured Association member to be laid off will be the Association member who has the least length of service as a tenured Association member with the University. Authorized leaves of absence or resignations from the University shall normally not be counted toward seniority.

A tenured Association member who is laid off by the University shall be given twelve (12) months' notice before the layoff shall become effective. The layoff notice shall be written and shall specify the reason or reasons for layoff in full. A copy of the notice shall be provided to the Association at the time it is sent to the Association member. Tenured faculty shall be subject to layoff under the following circumstances:

- (A) *Layoff Involving a Redirection or Realignment in Educational Programs or Curriculum, Either of Which May Involve University Resources*

Any layoff within this category shall not be subject to arbitration provided, however, that the issue of whether or not the University did in fact redirect or realign educational programs or the curriculum which may involve University resources as stated in the reasons given for layoff shall be subject to arbitration.

(B) *Layoff of a Tenured Association Member Due to Decline in Enrollment*

Any layoff in this category shall not be subject to arbitration provided, however, that (1) the issue of whether or not the decline in enrollment as stated in the reasons given for layoff has occurred and, (2) the issue of whether or not the scope of the layoff is commensurate with the decline in enrollment in the department or program in which layoff is made shall be subject to arbitration. For example, with regard to the latter, if there are ten Association members in a department or program where layoff notices have been served and where enrollment is 1,000 and the enrollment decreases by one student and one Association member is given a layoff notice, the arbitrator shall have the authority to reinstate the Association member and to find that a reduction of one full-time student may not justify layoff of an Association member in the program or department where layoff notices have been served.

(C) *Layoff of a Tenured Association Member due to Financial Exigency*

Only the University Trustees may declare a state of financial exigency. Should the University declare a state of financial exigency, the declarations or reasons thereto or layoffs made pursuant to such declaration(s) shall not be subject to arbitration. Only in the event that the University makes a declaration of financial exigency which results in the layoff of a tenured Association member shall the following procedure apply. In cases where layoffs are made for reasons of financial exigency, the University shall endeavor to provide as long a notice period as possible. In any event, such notice period shall not be less than six (6) months.

(1) The Association shall first request, in writing, one meeting with the University within five (5) days after receiving copies of layoff notices. The purpose of this meeting shall be to review information relevant to the declaration of financial exigency which may result in the layoff of a tenured Association member. This meeting shall be held within five (5) days of such request from the Association.

(a) If the Association desires additional information upon which the University declares financial exigency, then such information shall be requested in writing within five (5) days after the meeting pursuant to (1) above. Such

informational request shall be relevant to the declaration of financial exigency.

- (b) Any information requested pursuant to (a) above shall be kept completely confidential and shall be used for purposes of verifying the declaration of financial exigency unless the Association exercises its option to reopen under (e) below.
- (c) The examination of such information shall take place in the presence of six (6) individuals: three (3) selected by the University and three (3) selected by the Association. The Parties shall hold one (1) meeting to examine such information. This meeting shall take place within five (5) days of receiving a request of the Association as in (a) above.
- (d) The University shall not be required to provide any information pursuant to this clause of this Article unless specifically requested to do so in writing by the Association.
- (e) After all procedures are followed as set forth in this Section of this Article, the Association may exercise the option of negotiating layoffs announced under Section C of this Article of the Collective Bargaining Agreement.
- (f) Notice to reopen negotiations shall be in writing to the Associate Provost. Such notice must be received no later than ten (10) days after the conclusion of the meetings pursuant to Section C of this provision.
- (g) The following stipulations shall apply to both parties once notice is provided pursuant to (f) above:
 - (1) The No Strike-No Lockout Article of this Agreement shall not be in effect for the duration of such negotiations.
 - (2) Only in the event of a faculty strike shall the grievance and arbitration provisions of this Agreement not be in effect.
 - (3) The scope of negotiations shall be limited to layoffs under Section C of this Article. All other provisions of the Collective Bargaining Agreement shall remain in full force and effect.
 - (4) The Association shall have the right to strike and the University shall have the right to replace striking faculty.

- (5) Negotiations shall commence pursuant to this Article only in cases where layoff notices are issued due to financial exigency as described in Section C of this Article.

The arbitrator shall not exceed his or her authority subject to (A), (B), and (C) above. The arbitrator shall not substitute his or her views in the fashioning of a remedy for the wisdom of the USF Board of Trustees. It is the understanding of the Parties to this Agreement that these two sentences above are not in conflict with Section A or the last sentence in Section B.

If a dispute arises concerning seniority and the qualifications of faculty to perform work which remains available, the following procedure shall apply:

- (D) An Expert Review Panel shall be appointed to hear claims regarding the qualifications of faculty. Qualifications shall be determined by the Panel by examining all factors as set forth below.

- (1) Whether or not the individual holds the terminal degree or its equivalent (usually taken to be preparation and training comparable to the accepted doctoral program in time, continuity, professional standards and applicability to the field or specialization) in an appropriate discipline; and,
- (2) Whether or not the individual has taught or has been trained in an appropriate discipline; and,
- (3) Whether or not the individual demonstrates the ability to do research, teaching and service in the appropriate discipline.

The Panel shall consist of one individual selected by the University and one individual selected by the Association. The third individual shall be an arbitrator mutually selected from the arbitration panel referred to in the grievance and arbitration provisions of this Agreement.

- (E) The order of layoff shall be made in a department or program in which the Association member is employed at time of receipt of a layoff notice. However, if a Association member asserts, in writing, within fifteen (15) days of receipt of the layoff notice that she or he is qualified, as this term is defined in item D above, to perform the work of another less senior Association member in another program or department and, consequently, able to replace an Association member in another program or department, this question shall be submitted to the Panel.

- (F) The Expert Panel shall meet to determine the question of seniority between the affected Association members and whether or not the laid off Association member(s) is qualified to do the work that remains available. The affected Association members, the Association and the University may all present testimony and evidence regarding their positions at such Panel meetings. The deliberations of the Panel shall be confidential. Panel meetings shall not be open to the public and shall be attended only by faculty receiving layoff notices, members of the Association Grievance Committee and representatives of the University. Witnesses shall be sequestered at the request of either party.
- (G) The decision of the Panel shall be by majority vote and shall be final and binding on the Parties and not subject to the grievance and arbitration provisions of the Agreement.
- (H) The Panel must render a decision within two (2) months of the original layoff notice. Copies of the decision shall be sent to all Parties, including affected Association members.
- (I) The submission and processing of any case by the Panel and the Panel selection itself shall not toll the layoff notice period.
- (J) The Expert Panel shall be discharged of its duties upon rendering a decision.
- (K) The Panel shall be empowered only to make final determinations on questions of seniority and qualifications to perform the work which remains available.

In the event a dispute involving this Article develops, the arbitrator shall be strictly bound by this Article. In such cases, the University shall not be required in any proceeding or at any time to develop, make available or utilize any material or information which is not available to the general public except as specified in Section C of this Article or below. However, any material or information which is not available to the general public but which the University intends to introduce as evidence to support its position before an arbitrator, must be made available, upon written request from the Association, prior to the arbitration hearing. Further, if a dispute arises concerning evidence that is specific and relevant to issues above, the arbitrator may decide what evidence is appropriate provided that such evidence is specific and relevant to the issue, that it is used only by the arbitrator, not made available to the public or academic community and deemed confidential. The Association acknowledges it will not embark upon a fishing expedition in regard to such evidence and will not seek to interfere or usurp any management prerogatives of the University.

42.2 *Reemployment Rights*

A tenured Association member who is laid off because of a reduction of the workforce shall be eligible for priority reemployment for a period of five (5) years after layoff if a faculty position for which he or she is qualified becomes available. If two or more such Association members have the qualifications to do the available work, the person who had the greatest length of service as a tenured Association member shall be given first priority. The provisions of this section are subject to the grievance and arbitration procedure set forth herein.

ARTICLE 43. No Strike No Lockout

- 43.1 Neither the Association nor any of its agents nor any Association members will individually, collectively, concertedly, or in any manner whatsoever engage in, incite, participate in, aid or condone, whether directly or indirectly, any strike, sit-down, slow-down, work stoppage, withholding of services or other interference with delivery of services, or resort for relief to any form of self help or other direct or indirect action during the term of the Agreement, and the University agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement.
- 43.2 The University retains the right to discharge or otherwise discipline employees in the bargaining unit who have given direction to, either negatively or positively, or have in any manner to any extent committed acts prohibited by the provision of this Article. The University shall have the right to discipline all or any employees and to administer different penalties, or to refrain from taking such disciplinary action for violations of the provisions of this Article. The Association shall have the right to protest and appeal any action constituting discipline administered to an employee by the University under this paragraph; however, the only issue which can be the subject of a grievance and which can be reviewed by the Arbitrator is limited to whether or not the employee has, to any extent, committed acts prohibited by the provisions of this Article.
- 43.3 If any controversy or dispute of any nature arises between the University, its employees and unions representing these employees or attempting to represent such employees, and further, if any controversy or dispute of any nature arises between the Management of any company performing work for the University and/or on the University premises, or for the University under other conditions, their employees other than the employees covered by this Agreement and the unions representing those employees are attempting to represent such employees, or any company which supplies materials to the University, its employees and the unions representing those employees or attempting to represent such employees, such controversy or dispute shall not affect in any way the rights and obligation of the parties herein established by this Agreement; and if any such controversy or dispute results in or threatens to result in any strike, stoppage of work, or other interference with delivery of services, the parties hereto agree to abide by all the

provisions of Article 43 (No Strike-No Lockout clause) of this Agreement and to fulfill their obligation in accordance with the terms of this Agreement.

43.4 Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state or local law shall excuse employees, the Association or the University from their obligations under the provisions of the Article.

43.5 The University retains the right to recover from the Association such damages as it may suffer by the reason of a violation of the provisions of the Article through the grievance and arbitration procedure as established by this Agreement.

SIDE LETTER A. Raising Academic Standards

The parties agree to establish a joint committee whose charge shall be to review current pedagogical practices and to recommend various means of improving the student learning experience (including, but not limited to, student/faculty ratios), raising academic expectations and performance, and supporting intellectual and cultural achievement.

The committee shall attempt to provide a written recommendation to the parties no later than Fall semester of academic year 2007-08.

SIDE LETTER B. Program Reviews

As colleges amend their guidelines for the academic program review process, the deans will review the proposed changes with the appropriate College Council in order to receive its feedback and suggestions.