



FACULTY

COLLECTIVE BARGAINING AGREEMENT

RATIFICATION AND BOT APPROVAL to AUGUST 15, 2016

FACULTY COLLECTIVE BARGAINING AGREEMENT

6-6-13 TO 8-15-2016 CONTRACT

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PREAMBLE

93

94 This Agreement is entered into by and between Saint Leo University Incorporated, the
95 Employer, and the United Faculty of Saint Leo University, United Faculty of Florida,
96 hereinafter referred to as UFSLU, which had been defined as the appropriate unit in
97 Certification of Representative issued by the National Labor Relations Board in Case No.
98 12-RC-4999 on May 26, 1976, affiliated with the National Education Association,
99 Florida Education Association, American Federation of Teachers, American Federation
100 of Labor and Congress of Industrial Organization. This Agreement is applicable only to
101 “Faculty” at the Saint Leo University Campus in Saint Leo, Florida.

102

103 The Agreement is entered into with the acceptance of the Mission of Saint Leo
104 University. The Mission Statement is:

105

106 Saint Leo University is a Catholic, liberal arts-based university serving people of
107 all faiths. Rooted in the 1,500-year-old Benedictine tradition, the University
108 seeks balanced growth in mind, body and spirit for all members of its community.

109 On its home campus and many regional continuing education centers, Saint Leo
110 University offers a practical, effective model for life and leadership in a
111 challenging world, a model based on a steadfast moral consciousness that
112 recognized the dignity, value and gifts of all people.

113

114 To accomplish its mission, the University community creates a student-centered
115 environment in which love of learning is of prime importance. Members of the

116 community are expected to examine and express their own values, listen
117 respectfully to and respond to the opinions of others, serve the community in
118 which they live, welcome others into their lives and care for all of God's
119 creations.

120

121

122

ARTICLE 1

123

RECOGNITION

124

Section 1. Faculty Contract Negotiations

126 For the purposes of this agreement, the Employer, Saint Leo University, Incorporated,
127 recognizes UFSLU as the bargaining agent for the purpose of collective bargaining with
128 respect to wages, rates of pay, hours, and other terms and conditions of employment for
129 only Faculty employees actually located at the Saint Leo University Campus in Saint
130 Leo, Florida. Those included in the bargaining unit are:

131

132 All full time Faculty members employed by Saint Leo University at Saint Leo, Florida,
133 only, including Faculty Librarians; but excluding Visiting Faculty members, part-time
134 Faculty members, School Nurse, Director of Physical Education and Athletics, Graduate
135 Program Directors, Director of Library Services and other Directors, Faculty Department
136 Chairs, Academic Deans and all other employees, guards, managers, and supervisors.

137

138 Inasmuch as Florida is a right-to-work state, any Faculty member shall have the right to
139 join or assist UFSLU, or engage in other concerted activities or other mutual aid or
140 protection, or shall have the right to refrain from any or all of such activities.

141

142 Section 2. Meetings

143 It is understood that nothing contained in this Agreement shall be construed to prevent
144 the Board of Trustees of the University or any member thereof or any official of the
145 University Administration from meeting with any individual or organization to hear
146 views on any matters; provided, however, that in the event of such meeting taking place
147 that no agreement may be made without negotiating with UFSLU where such meeting is
148 contrary to this Agreement or is a proper subject of collective bargaining.

149

150

151

ARTICLE 2

152

DEFINITIONS

153

154 Section 1. University

155 The term "University" as used in this Agreement shall mean Saint Leo University,
156 Incorporated, governed by its Board of Trustees, or the University's duly authorized
157 representative.

158

159 Section 2. UFSLU

160 The term "UFSLU" as used in this Agreement shall mean the United Faculty of Saint Leo
161 University, United Faculty of Florida, affiliated with the National Education Association,

162 Florida Education Association, American Federation of Teachers, American Federation
163 of Labor and Congress of Industrial Organization or its duly authorized representative.

164

165 Section 3. Faculty

166 The term "Faculty" as used in this Agreement shall mean all full time Faculty members
167 employed by Saint Leo University at Saint Leo, Florida, only, including Faculty
168 Librarians; but excluding Visiting Faculty members, part-time Faculty members, School
169 Nurse, Director of Physical Education and Athletics, Graduate Program Directors,
170 Director of Library Services and other Directors, Faculty Department Chairs, Academic
171 Deans and all other employees, guards, managers, and supervisors.

172

173 Section 4. Visiting Faculty

174 "Visiting Faculty" as used in this agreement shall mean a person hired in order to replace
175 a Faculty member on leave or to add a specialty to the academic program for no more
176 than five years.

177

178 Section 5. Department Chair

179 The term "Department Chair" as used in this Agreement shall mean a Faculty member
180 who has accepted Academic Administrative appointment in exchange for course
181 reduction as determined appropriate by the Vice President of Academic Affairs (VPAA)
182 in consultation with the dean and the chair. The Department Chair is responsible for the
183 management and supervision of an academic department(s) within the University. See
184 Article 5, Section 5 for status of bargaining unit Faculty serving as Chair.

185

186

187 Section 6. Graduate Program Director

188 “Graduate Program Directors” as used in this Agreement shall mean an Academic
189 Administrative appointment, responsible for the management and supervision of graduate
190 programs of the University.

191

192 Section 7. Director of Library Services and other Directors

193 The term “Director of Library Services” as used in this Agreement shall mean an
194 administrator appointed by the Vice President for Academic Affairs (VPAA) and
195 approved by the President, to manage the Library. Other academic program directors
196 shall include those appointed by the VPAA and approved by the President.

197

198 Section 8. Academic Dean

199 The term “Academic Dean” as used in this Agreement shall mean an Academic
200 Administrative appointment, appointed by the VPAA and approved by the President, to
201 manage an academic school within the University.

202

203 Section 9. Vice President of Academic Affairs

204 The term “Vice President of Academic Affairs” (“VPAA”) as used in this Agreement
205 shall mean an administrator appointed by the President to manage the academic program
206 of the University.

207

208 Section 10. President

209 The term “President” as used in this Agreement shall mean the chief executive officer of
210 Saint Leo University.

211

212 Section 11. Board

213 The term “Board” as used in this Agreement shall mean the full Board of Trustees of
214 Saint Leo University or its duly authorized representative.

215

216 Section 12. Overload

217 The term “Overload” means an additional course for full-time faculty of a type counted
218 toward faculty workload during a semester (15 weeks) that exceeds the contract workload
219 as provided in Article 14, Section 3. By way of example, certain course types are not
220 considered in determining workload (see, e.g., Article 14, Section 4) and various faculty
221 work assignments paid on a flat rate (such as CD ROM courses, directed studies, and
222 senior honors projects under Article 13, Section 4). These latter items may or may not
223 have sufficient enrollment to constitute a course.

224

225 Section 13. Lead Faculty

226 Faculty members selected at the discretion of the Department Chair to assist with class
227 observations, peer collaboration or other duties as determined by the Department Chair
228 and Dean.

229

230 Section 14. Assistant and Associate Chair

231 Faculty members appointed at the discretion of the Department Chair to perform
232 administrative duties as determined by the VPAA. When a University campus-based
233 opportunity for an Assistant or Associate Chair appointment becomes available, the

234 Department Chair will announce the opportunity to the Department faculty and allow
235 those interested to submit written requests for consideration.

236

237 Section 15. Semester and School Year

238 A semester is one of two academic terms (Fall and Spring) that are 15 weeks each in
239 length. The term “school year” refers to a student obligation and consists of two
240 academic semesters as determined by the University.

241

242 Section 16. Academic Year

243 The term “academic year” applies to Faculty members and consists of (9) calendar
244 months beginning by August 9 and ending no later than May 8. The exact dates may
245 vary within this framework each year, but the University will publish the dates in the
246 academic calendar by no later than May 1 each year.

247

248

249 **ARTICLE 3**

250 **UNION RIGHTS AND RESPONSIBILITIES**

251

252 Section 1. Board of Trustees

253 Along with the President and the Board of Trustees, UFSLU, a major Saint Leo
254 stakeholder agrees with the goal of promoting a one-university culture.

255

256

257

258 Section 2. Bulletin Boards

259 UFSLU may post official notices relating to UFSLU activities in the Faculty mailrooms.

260 The boards shall be purchased and maintained by UFSLU.

261

262 Section 3. Communication with Members

263 UFSLU shall have the right to communicate with members of the bargaining unit by use

264 of the University's established mail system(s). Officers of UFSLU -- President, Vice

265 President, Secretary, Treasurer, and Grievance Officers -- may use University copying

266 facilities as available during normal University business hours and shall pay the standard

267 rate.

268

269 Section 4. Union Dues

270 (a) Dues Deduction. So long as the UFSLU is recognized as the exclusive bargaining

271 agent for the bargaining unit, the University agrees to deduct UFSLU membership dues

272 in an amount established by the UFSLU from the pay of any bargaining unit employees

273 who individually and voluntarily makes such a request on a written authorization form.

274 The authorization form will, at a minimum, specify the name of the employee and the

275 exact amount to be deducted. Changes to the amount to be deducted will also be in

276 writing and approved by the individual employee before deduction. Deductions will be

277 made twice per month based on the regular University pay schedule, and will

278 begin/change with the first full-pay period commencing at least seven (7) days following

279 receipt of proper authorization by the University Payroll Office. Dues will be remitted by

280 check within one week following the end of the month. At the time of each remittance, a

281 list of the employees from whose salaries such deductions were made will be provided to

282 the UFSLU office where the funds are sent Termination of Deduction. The University's
283 responsibility for deducting dues and other authorized deductions from an employee's
284 salary terminates automatically upon either (1) written notice from the employee to the
285 University revoking that employee's prior deduction authorization, or (2) the transfer or
286 reassignment of the authorizing employee out of the bargaining unit. The University
287 agrees to process a dues revocation form within a reasonable period of time following
288 receipt. Employees are expected to copy the UFSLU on any revocation of dues
289 deduction.

290

291 (c) Indemnification. The UFSLU assumes complete responsibility for and holds the
292 University harmless for any and all claims against the University, including (1) the cost
293 of defending such actions, arising from the University's compliance with this Section,
294 and for (2) all monies deducted under this Section and remitted to the UFSLU. The
295 UFSLU shall promptly refund to the University excess monies received under this
296 Section not attributable to specified individuals. The UFSLU will promptly refund
297 directly to bargaining unit members any excess monies received under this Section. The
298 University is not obligated to provide more than one payroll deduction field for the
299 purpose of making the deductions described in this Section.

300

301 Section 5. Union Representatives

302 The UFSLU will provide the VPAA with a current list of UFSLU officers and
303 representatives under this Agreement. Updates or changes will be provided within ten
304 business days of the change.

305

306 Section 6. Contract Administration

307 Within reason and with the advance approval of the representative's supervisor, UFSLU
308 will be allowed time off with no loss of pay or charge to leave to participate in collective
309 bargaining, meetings with administration, or meetings with employees when UFSLU
310 representation has been requested and is required. All other activities relating to contract
311 administration or enforcement will not be on University time unless specifically approved
312 by Dean or Director, as applicable, in advance. It is agreed that such approval is at the
313 University's sole discretion and that the University has no obligation to approve such
314 additional time. But when additional time is not approved, the University agrees to work
315 collaboratively with the UFSLU to make the time available through an individual's use of
316 leave, through leave without pay, or through some sort of UFSLU-funded leave if the
317 activities cannot be accomplished during non-University time.

318

319 Section 7. Access to Information

320 The UFSLU agrees to pay, if requested, the amount of .10 per page for any information
321 requested by the UFSLU and provided by the University. The costs will be automatically
322 waived if the requested information is less than ten pages in total.

323

324 Section 8. Consultation

325 The President or his designee will meet with the UFSLU representatives to discuss
326 matters pertinent to the implementation or administration of this Agreement, University
327 actions affecting terms and conditions of employment, or any other mutually agreeable
328 matters. Such meetings will typically occur once per semester in the academic year,
329 unless the parties agree to meet more or less frequently. The party requesting

330 consultation will submit a written list of agenda items no less than one week in advance
331 of the meeting. The other party will also submit a written list of agenda items in advance
332 of the meeting if it wishes to discuss specific issues. The parties understand and agree
333 that such meetings are intended for collaboration and problem-solving regarding this
334 Agreement's implementation and administration and not collective bargaining.

335

336

337

ARTICLE 4

338

ACADEMIC FREEDOM

339

Section 1. General Statement

341 Saint Leo University Incorporated is a Catholic institution that recognizes the teachings
342 of the Roman Catholic Church as morally binding. While the University does not require
343 that members of the Faculty practice or profess the Catholic faith, nor accept the
344 teachings of the Roman Catholic Church as personally binding, the University does
345 require that all Faculty members act professionally, respect, understand, and support the
346 institution's mission and values, which are founded and based on Roman Catholic belief
347 and tradition.

348

349 Saint Leo University stands committed to the American Association of University
350 Professors (AAUP) principles articulated in the 1940 AAUP statement and in more recent
351 adoptions of AAUP policy and has endorsed the guidelines of the AAUP on this subject.

352

353 College and university teachers are citizens, members of a learned profession, and
354 officers of an educational institution. When they speak or write as citizens, they should
355 be free from institutional censorship or discipline, but their special position in the
356 community imposes special obligations. As scholars and educational officers, they
357 should remember that the public may judge their profession and their institution by their
358 utterances. Hence they should at all times be accurate, should exercise appropriate
359 restraint, should show respect for the opinions of others, and should make every effort to
360 indicate that they are not speaking for the institution.

361

362 Section 2. Teaching

363 Teachers are entitled to freedom in the classroom in discussing their subject, but they
364 should be careful not to introduce into their teaching controversial material that has no
365 relation to their subject. The distinction between education and advocacy is instructive in
366 this regard. It is appropriate for Faculty to engage in discussions of controversial matters
367 that are relevant to their disciplines while engaging in the education of students. It is not
368 appropriate in the classroom to serve as advocates for positions that are contrary to the
369 teachings of the Catholic Church outside of their disciplinary and educational boundaries.
370 This article will not be construed as limiting the Faculty member's right to determine
371 what materials are relevant to the objectives of a course.

372

373 The University supports the full freedom of all Faculty to teach in the classroom. The
374 faculty is subject to the strictures associated with usual academic custom, usage, and case
375 law as well as to those requirements specified in the University's Master Syllabus. Such
376 freedom customarily includes the right to select those materials and teaching methods

377 consistent with the relevant Master Syllabus developed collaboratively by the Faculty,
378 approved by departmental Faculty and Deans, and distributed by the University.

379

380 Section 3. Research and Publication

381 All Faculty members are entitled to full freedom to conduct professional or scientific
382 research. Teachers are entitled to full freedom in research and in the publication of the
383 results, subject to the adequate performance of their other academic duties; but research
384 for pecuniary return should be based upon an understanding with the authorities of the
385 institution.

386

387

388

ARTICLE 5

389

FACULTY RIGHTS

390

391 Section 1. Personnel Records

392 The University will maintain one official set of personnel records housed in two parts for
393 full-time Faculty. Personnel records are maintained in two locations to meet both SACS
394 and legal regulations. The record maintained in the Human Resources Office contains
395 some privileged materials that are not maintained in the Academic Affairs office. The
396 record in the Academic Affairs office contains all materials relating to the Faculty
397 members' teaching and professional duties including all evaluations of those professional
398 activities. Students are not given access to the faculty records at any time. Subject to
399 applicable federal and state law, personnel records are maintained by or can be accessed
400 by only the following University personnel:

401

402 Human Resources Record: All Human Resources personnel (excluding students),
403 VPAA, and University legal representatives.

404

405 Academic Affairs Record: VPAA, Director of Academic Administration, Deans,
406 Department Chairs, Executive Assistant to the VPAA, Continuing Education
407 Personnel Coordinator, Director of Human Resources, and University legal
408 representatives.

409

410 The files in each location will contain the following documentation:

411

412 Academic Affairs: Official faculty academic personnel file that will include
413 current vita, official transcripts, teaching/faculty evaluations, annual appointment
414 letters, and originals of any personnel documents provided by Academic Affairs
415 to Human Resources for file.

416

417 Human Resources: Official University personnel file that will include, but not
418 limited to, a copy of the employee's vita, a copy of official transcripts, annual
419 appointment letters, overload teaching contracts, benefit enrollment applications
420 forms, change forms and all other documentation pertaining to personnel-related
421 issues and correspondence.

422

423 Upon written request, Faculty members may review and copy at the standard rate (.10 per
424 page) any material in their official personnel file. This review shall take place in the

425 presence of a designated University official during regular business hours and normally
426 within two workdays of the request.

427

428 Faculty members shall be provided a copy of any evaluative material at the time it is
429 placed in their official personnel files. Such documents shall be marked "cc: Personnel
430 File." Faculty members shall have thirty (30) working days from the time they become
431 aware of such material to place a rebuttal of such material in their personnel files, if they
432 so desire.

433

434 No evaluation material may be used in any action against any Faculty members subject to
435 this Agreement, unless the material has been made available to the affected Faculty
436 member at least ten (10) working days prior to said action, except in cases where a delay
437 would endanger self or others or would violate the law or provisions of this Agreement.

438

439 Section 2. Outside Employment

440 The UFSLU faculty contract obligates the Faculty member to devote his or her
441 professional energies to meeting faculty responsibilities described in this Agreement.

442

443 During the contract period, a Faculty member wishing to engage in any outside
444 employment may, at his/her own discretion and after having given prior notice, engage in
445 the following:

- 446 a. teach up to two (2) academic courses per semester for any non-competing
447 institution as defined in this Agreement (subject to a base load plus two (2) course
448 cap on combined internal and external teaching), or

449 b. work up to twenty (20) hours per week in non-teaching academic consulting or
450 non-academic related self or outside employment that is not a conflict of interest.

451 No outside employment in any form for competing institutions is permitted.

452

453 Outside the restrictions contained in this Article, the above options are available with
454 notice only as long as the Faculty member has not already declined to do paid
455 supplemental work for the University. In this instance, a Faculty member will provide
456 the Dean of his/her school in writing, prior notice of the non-financial details of the
457 employment no less than two weeks prior to the beginning of an academic semester. The
458 two-week notice period can be waived when the opportunity is not available to the
459 Faculty member until after the deadline has passed.

460

461 A Faculty member wishing to teach more than two (2) academic courses per semester, or
462 to work more than twenty (20) hours per week in self or outside employment will
463 provide the VPAA of his/her school in writing, with the non-financial details of the
464 employment. Normally, such a request must be made no less than one month before the
465 proposed date the external employment will commence and no less than two weeks prior
466 to the beginning of an academic semester. The VPAA, after consulting with the
467 appropriate Dean, will grant or refuse approval for the employment in writing prior to the
468 start of the semester. In either case, a response shall be mailed within ten (10) business
469 days of the date of the receipt of the request. If the request is refused, the reasons for the
470 refusal will be given.

471

472

473

474 An institution is considered a competing institution for purposes of this Article if the
475 institution is a for-profit educational institution, or if the faculty member is teaching or
476 rendering services to or through a consortium or third party provider arrangement (such
477 as but not limited to Coursera or edX). The following are also considered competing
478 institutions for purposes of applying this Article: Western Governors University, Drexel
479 University, Park University, Liberty University, Troy University, Grand Canyon
480 University, Nova Southeastern University, Southern New Hampshire University,
481 University of Maryland, Keiser University, Florida Southern College, and for online
482 courses only, any of the twelve (12) universities in the State University System in
483 Florida.

484

485 Faculty members will also refrain from any outside employment that either involves any
486 use of University resources, or involves engaging in business dealings or transactions
487 with the University that cause personal financial benefit for Faculty members or financial
488 benefit for their family members.

489

490 Approvals for outside employment beyond the two courses per semester or the twenty (2)
491 hours per semester will be for a specified set time period stated in writing not to exceed
492 one year. Renewal of the approval will require a written reapplication by the Faculty
493 member and review by the Dean or the VPAA.

494

495 Effective with the start of the Fall 2013 semester, Faculty members will bring themselves
496 into compliance with all necessary approvals. Teaching contracts or outside employment

497 engagements occurring during Fall 2013 and that were accepted in writing prior to the
498 sooner of the Union’s ratification of this Agreement or July 1, 2013, will be
499 “grandfathered in” and considered under the prior CBA language, but only for that
500 semester.

501

502 During the non-contract period, Faculty pursuing summer teaching and academic work
503 assignments with other institutions are expected to disclose their planned activities with
504 their Dean and Department Chair. If a Faculty member is pursuing a summer opportunity
505 that would briefly overlap with the Faculty member’s academic year commitment (i.e.,
506 no more than two weeks), the Faculty member may seek approval from his or her Dean to
507 accept the assignment. Such approval will ordinarily be granted if the Faculty member
508 has or will fully complete all of his or her academic year commitments and
509 responsibilities.

510

511 Section 3. Copyrights and Patents

512 Within the tradition of academic freedom as promulgated in the AAUP’s 1940 Statement
513 of Principles on Academic Freedom and Tenure, and the AAUP’s Statement on
514 Copyright (1999), the parties to this agreement believe that “the public interest is best
515 served by creating an intellectual environment in which creativity, scholarship, and
516 innovation can be encouraged, and rewarded, while still retaining for the university
517 reasonable access to the intellectual property of the faculty for whose creation the
518 university has provided assistance.” Furthermore, “...it is the prevailing academic
519 practice to treat the faculty member as the copyright owners of works that are created
520 independently of support from the University and at the faculty member’s own initiative

521 for traditional academic purposes. Faculty created works may not be treated as ‘made for
522 hire’ merely because it is created with the use of university resources, facilities, or
523 materials of the sort traditionally and commonly made available to faculty members.’
524 (AAUP Statement of Copyright, 1999)

525

526 Faculty are free to enter into contractual agreements with the administration in which
527 faculty may sell some or all of their intellectual property rights in a given work, which
528 will establish the percentage of ownership of such rights. The modification of ownership
529 rights may occur if the parties involved enter into an agreement before the intellectual
530 property is developed. The agreement will include who will provide funding, who will
531 provide the work, what facilities may be used, deadlines for materials, as well as details
532 relating to who will own and control what percentage of the work, including any
533 royalties.

534

535 Section 4. Preference for Alternate Formats

536 The University shall give preference in hiring to full-time Faculty members who wish to
537 teach for COL, Distance Learning or the Division of Continuing Education and Student
538 Services or Graduate Education. Full-time Faculty must be qualified to be granted
539 privileges under this Section, including meeting academic credits, experience and
540 training and a significant record of publication and documented contribution to the field
541 that satisfy graduate teaching requirements governed by the Southern Association of
542 Colleges. Information regarding upcoming class schedules will be made available on the
543 University’s website.

544

545 Section 5. Status while Serving as Department Chair or Graduate Department Director

546 A Faculty member who chooses to accept administrative duties as a Chair or Graduate
547 Department Director shall for that period retain all the rights, privileges, and benefits of
548 their academic rank as contained in this Agreement. Serving as Chair or Graduate
549 Program Director shall be at the pleasure of the University. The Department Chair may
550 not be terminated from the faculty except as provided in this Agreement. When relieved
551 of administrative duties, such individuals resume their faculty position and the terms
552 applicable to it.

553

554

555

ARTICLE 6

556

NON-DISCRIMINATION & DISABILITIES

557

558 The University and UFSLU recognize their responsibilities under federal, state, and local
559 laws relating to fair employment practices and the principles involved in the area of civil
560 rights. They hereby reaffirm their joint commitment not to discriminate because of race,
561 color, religion, sex, national origin, age, disabilities, creed and any other protected classes
562 provided by federal, state or local laws. For resolution, needed assistance or possible
563 violations, including sexual harassment, grievance processes available to University
564 employees will apply, in lieu of the grievance procedure outlined in this Agreement.

565

566

567

568

569

ARTICLE 7

570

NO STRIKE

571

572 UFSLU and the University subscribe to the principle that any and all differences shall be
573 resolved by peaceful and appropriate means without interruption of the University
574 academic program. The University and UFSLU further agree that disputes which may
575 arise between them shall be settled without resort to strike or lockout. UFSLU, therefore,
576 agrees that it shall not instigate and will actively discourage any work stoppage, strike, or
577 suspension of work during the term of this Agreement. Any violation of this clause
578 invalidates the terms of the Agreement, which shall terminate immediately upon any such
579 violation.

580

581

ARTICLE 8

582

GRIEVANCE PROCEDURES

583

584 Section 1. Introduction, Definition and Terms

585 (a) Informal Resolution. The University and UFSLU agree that they shall use their best
586 efforts to encourage the informal and prompt settlement of all grievances, which may
587 arise out of the interpretation of this agreement. However, it is understood that nothing in
588 this Agreement shall deny an individual Faculty member or a group of Faculty members
589 the right to present an informal grievance individually or as a group to the University and
590 have such informal grievances resolved without the intervention of UFSLU, so long as
591 the resolution is consistent with the terms of this Agreement. UFSLU shall be given the

592 opportunity to be present at any proceedings pertaining to the resolution of such informal
593 grievances.

594

595 (b) Grievance Definition. A grievance is defined as a formal allegation by either a
596 bargaining unit Faculty member, a group of Faculty members, or the UFSLU individually
597 or on behalf of its members (herein after known as the grievant) that there is a dispute or
598 disagreement with the University over the interpretation, application, performance, or
599 terms of this Agreement. No other matters shall be subject to the grievance procedure
600 here in described.

601

602 (c) Initiation at Step 2. A grievance filed by the UFSLU which alleges a violation of its
603 rights by the University or that alleges a violation affecting multiple individual Faculty
604 members across more than one School may be initiated at Step 2. A grievance of a
605 decision made by the President or the VPAA is to be initiated at Step 2. Each grievance,
606 request for review, and notice of arbitration must be submitted in writing, which may
607 include fax, United States mail, email, or other recognized means of delivery.

608

609 (d) Burden of Proof. In all grievances alleging any contractual violation, denial of
610 promotion, or denial of tenure, the burden of proof is on the Faculty member and/or the
611 UFSLU. In disciplinary grievances, the burden of proof is on the University.

612

613 (e) Representation. The UFSLU has the exclusive right to represent any Faculty member
614 in a grievance filed under this Agreement. At each step in the process, the University and
615 the UFSLU each agree to provide the other with reasonable advance notice regarding

616 who will be present at grievance meetings. The grievant in these proceedings shall have
617 the right to representation by UFSLU at any step in these proceedings. The grievant shall
618 not be required to discuss any grievance if the Grievance Officer assigned is not present.
619 The University may likewise invite any member of management to attend any
620 proceedings set forth in this Article. The grievant and the University may invite
621 witnesses at any point in the process.

622

623 A Faculty member, with the agreement of UFSLU, may elect self-representation, but the
624 University in such a circumstance has no obligation to recognize or deal with any
625 representative under this Agreement other than UFSLU. No resolution of any
626 individually processed grievance will be inconsistent with the terms of this Agreement
627 unless approved by UFSLU. For this purpose, UFSLU has the right to have an observer
628 present at all meetings called for the purpose of discussing such grievance. The UFSLU
629 President will be informed of the dates and times of any such meetings at the same time
630 as the grievant. The UFSLU President will also be sent copies of all correspondence
631 related to the grievance, including grievance decisions at the same time as they are sent to
632 the grievant.

633

634 Any time limits established in the grievance process at any level may be extended by
635 mutual consent of the parties upon written notice to the UFSLU President and the Human
636 Resources representative.

637

638 Once a grievance has been filed, the grievance procedure set forth in this Article shall be
639 the exclusive process for resolving the grievance. None of the parties involved may
640 attempt to resolve the grievance by any other formal or informal means.

641

642 Section 2. Procedure

643 Step One: By 5:00 p.m. on the 30th day (not including the first day) after the grievant
644 becomes aware that he or she has been aggrieved, the grievant shall request in writing an
645 informal meeting with the appropriate Department Chair or Academic Director, and the
646 appropriate Academic Dean to present the grievance. Such requests shall contain a
647 general description of the potential dispute, including dates, times, and locations, along
648 with copies of relevant documentation. Upon receipt of a request for the informal Step
649 One meeting, the Academic Dean shall schedule a meeting within ten (10) working days
650 of such a request to discuss the grievance with the grievant(s). The Academic Dean shall
651 notify the head of Human Resources of the University and UFSLU President of the
652 request for a meeting and the scheduled date of the meeting. The Human Resources
653 representative and the Grievance Officer shall serve as the timekeepers for the grievance
654 procedure to insure that the meeting occurs within the prescribed ten (10) day period. A
655 written response will be issued within ten (10) working days by the appropriate
656 Department Chair, Academic Director or Dean. Copies of the response will be provided
657 to the grievant and the UFSLU President.

658

659 Step Two: If the grievance is not resolved to the grievant's satisfaction at the informal
660 meeting in Step One, then within ten (10) working days after the date of the meeting, the
661 grievant shall present the grievance in written form to the VPAA and the UFSLU

662 President, with a copy to the Human Resources representative. The VPAA shall provide
663 the grievant, the UFSLU President and the Human Resources representative with a
664 written answer within fifteen (15) working days of receipt of the formal grievance. If the
665 VPAA is not able to meet this deadline, s/he will appoint a substitute within five (5)
666 working days with the understanding that said individual shall respond to the grievant
667 within the aforementioned fifteen (15) working days' time period. The written grievance
668 shall thereafter be included in the official grievance record in all subsequent steps in the
669 grievance process.

670

671 Step Three: If the grievance is not resolved to the satisfaction of the grievant in Step
672 Two, then within ten (10) working days after receipt of the VPAA response, the grievant
673 may submit a request for review of the decision to the President. The President shall
674 review the grievance and render a written decision to grievant(s) within ten (10) working
675 days of receipt of the request for review of the VPAA's decision.

676

677 Step Four: If the grievance is not resolved to the satisfaction of the grievant in Step
678 Three, then within thirty (30) working days after receipt of the President's response, the
679 grievant may elect to follow the procedures and conditions of Article 9.

680

681 Section 3. Abandonment

682 Failure of the University to observe any of the stated time limits in Steps One through
683 Four shall allow the grievant to proceed to the next step in the grievance procedure.

684 Failure of the grievant to appeal within the time limits set forth above shall terminate the
685 grievance process with implementation of the decision rendered at the prior step.

686

687 Section 4. Settlement

688 The parties may settle the grievance at any step of the procedure set forth above. Said
689 agreement shall be reduced to writing and signed by all parties with copies provided to
690 the VPAA, the grievant, the President of UFSLU, and the head of Human Resources.

691

692 Section 5. Grievance Investigations

693 At the beginning of each academic year, UFSLU shall appoint two Faculty members who
694 shall serve as Grievance Officers and submit their names, in writing, to the VPAA no
695 later than September 10 of each academic year. The VPAA, the President, or the
696 grievant may request a written report of the Grievance Officer's investigation.

697

698 Section 6. No Reprisal

699 No reprisal or recrimination of any kind shall be taken by the University against anyone
700 because of participation in the procedures set forth in this Article.

701

702 Section 7. Retroactivity of Grievance Process

703 A grievance filed during the term of this Agreement shall be governed by this Article at
704 all steps of the grievance process, regardless of whether any subsequent collective
705 bargaining agreement takes effect during the time the grievance is pending.

706

707

708

709

710 **ARTICLE 9**

711 **ARBITRATION**

712
713 **Section 1. Conditions**

714 Only grievances which satisfy each of the following conditions and have been accepted
715 by UFSLU for arbitration shall be subject to arbitration:

716
717 (a) The grievance was filed in writing as specified in Article 8 and processed in the
718 manner and within the time limits prescribed in the Grievance Procedure.

719
720 (b) The written grievance and the written demand for arbitration clearly identified the
721 Article, section, paragraph, and page of this Agreement which was allegedly violated.

722
723 (c) The demand for arbitration was made in writing to the President of the University
724 within thirty (30) working days from the date the decision was rendered at the last step in
725 the grievance procedure or failure of the University to observe the stated time limit in
726 Step Four.

727
728 (d) The grievance may be withdrawn at any time by the grievant or by the designated
729 UFSLU representative.

730
731 **Section 2. Demand for Arbitration**

732 (a) The demand for arbitration shall state the specific provision or provisions of the
733 contract alleged to be violated, the nature of the dispute, and the remedy requested. Upon

734 receipt of the demand for arbitration, the parties shall request the names of seven (7)
735 arbitrators from FMCS, all of whom shall have Florida addresses for purposes of travel
736 expenses. The location of any arbitration arising out of this Agreement shall be within
737 the greater Tampa Bay metropolitan area. If the parties are unable to agree on an
738 arbitrator from the list, then the parties shall alternately strike one name from the list and
739 the remaining name shall be the arbitrator. The first choice to strike from the list will be
740 determined by the flip of a coin. The UFSLU will call Heads or Tails.

741

742 (b) The parties may, at their option, agree in advance on the issues to be presented to the
743 arbitrator.

744

745 (c) The decision of the arbitrator shall be final and binding on both parties, and it will be
746 rendered in writing within thirty (30) days following the conclusion of the hearing or
747 submission of briefs, whichever is later. The parties shall each bear the cost of preparing
748 and conducting their own presentation, including payment of witnesses attending the
749 hearing at their request. The parties will share equally in the cost of the arbitrator,
750 including fees, hearing room and the cost of the transcriber, if any. The cost of the
751 transcript and any associated copies shall be paid by the ordering party.

752

753 Section 3. Power of Arbitration

754 The arbitrator shall only have jurisdiction to determine whether or not the alleged
755 violation of the Agreement occurred as described in the written demand for arbitration.

756 The arbitrator may consider, to the extent applicable, the entire contract in reaching such
757 a decision.

758

759 However, the arbitrator shall have no power to add to, subtract from, modify, or alter
760 terms of this Agreement, nor will the arbitrator have the power to arbitrate any matter,
761 expressly or implicitly, not arising from the interpretation, construction, or enforcement
762 of this Agreement.

763

764 Section 4. Resolution

765 Notwithstanding the expiration of this Agreement, any claim or grievance arising
766 hereunder shall be processed through the grievance procedure and this Article until
767 resolution.

768

769 Section 5. Reasons

770 The University shall not submit any reasons for its actions against the grievant that were
771 not presented during the grievance procedure prior to arbitration. Nor may the grievant
772 change or modify the issues of his/her grievance prior to arbitration.

773

774

775

ARTICLE 10

776

FACULTY APPOINTMENTS

777

778 Section 1. Probationary Faculty Appointments

779 The VPAA shall consult with the appropriate Academic Director, Department Chair,
780 Academic Dean and departmental and appropriate school Faculty in the appointment of
781 new Faculty, hereinafter referred to as probationary Faculty, to the University. In

782 general, after the approval for a faculty search, the Dean or Academic Director, working
783 with the Chair and department faculty, will determine the qualifications and criteria to be
784 used to fill faculty vacancies that the VPAA has determined will be filled externally.
785 Faculty vacancies to be filled externally will be advertised, and the hiring committee will
786 include at least Faculty members from the department and school, and at least one
787 Faculty member from a different school. The VPAA shall not, in any respect, be bound
788 by any recommendation of an Academic Director, Department Chair, Academic Dean, or
789 Faculty member. Appointments to the Faculty of the University shall be made by the
790 VPAA after consultation with the President of the University. All new appointments to
791 the Faculty will be in writing, and will reflect any special terms agreed upon as a
792 condition of hire. For purposes of tenure and promotion, Faculty who begin their duties
793 after the start of the academic year and no later than the beginning of the second
794 semester, shall count that entire academic year as service. The initial rank of
795 probationary faculty shall be determined by the VPAA. In addition, conditions for
796 promotion and/or tenure (when applicable) must be stated in the initial appointment
797 contract.

798
799 The probationary period for full-time tenure-track Faculty shall be a maximum of seven
800 (7) years in length. Appointments shall be of the following length in order from the first
801 year:

- 803 The first year appointment is for one year;
- 804 The second year appointment is for one year;
- 805 The third year appointment is for one year;

806 The fourth year appointment is for one year;
807 The fifth year appointment is for two years; and
808 The seventh year appointment (terminal year) is for one year.

809

810 At the Faculty member's request, the probationary period may be extended one time for
811 up to one year for Faculty members who take a leave of absence for serious health
812 condition of self or a covered relative under the FMLA. At the Faculty member's
813 request, the probationary period may also be extended for the purposes of child bearing
814 or rearing if the Faculty member (male or female) is a primary or coequal caregiver of
815 newborn or newly adopted children. This extension shall be granted only if the faculty
816 requests and is granted full or partial leave of absence. The Faculty member shall be
817 granted an extension of the probationary period for up to one year for each child not to
818 exceed more than two one-year extensions. If the probationary period is extended, that
819 extension will be confirmed to the Faculty member in writing by the VPAA.

820

821 The University may elect not to renew said Faculty member's employment upon any
822 expiration date thereof during the probationary period for any reason whatsoever. If the
823 University elects to exercise its rights under this section during any year of the
824 probationary period, the following notification provisions shall apply:

825

826 Year 1 – March 1;
827 Year 2 – March 1;
828 Year 3 – November 15;
829 Year 4 – November 15;

830 Year 6 – March 1 of year prior to terminal year;

831

832 The VPAA will appoint a faculty mentor for each new tenure track Faculty member in
833 their first year.

834

835 The offer of a conversion of a Faculty member from a tenure track to a non-tenure track
836 appointment will be presented in writing and the Faculty member will have five (5)
837 business days to accept or reject the offer. The change will be effective after it is signed
838 by both the VPAA and the affected Faculty member.

839

840 All grants of Tenure decisions and promotion decisions are recommended by the
841 President must be ratified by the Board of Trustees. Tenure and/or promotion, if granted,
842 will take effect on August 16 of the academic year immediately following the decision of
843 the Board of Trustees.

844

845 Section 2. Non-Renewal/ Termination

846 Once tenure has become effective, a Faculty member will receive continuous
847 employment for each successive year until retirement or until the Faculty member is
848 terminated for just cause or reduction in force.

849

850 (a) Termination of Employment. A tenured Faculty member will be terminated from the
851 University, only for Just Cause, which is defined as follows: academic incompetence,
852 neglect of duties, inability to perform assigned faculty duties due to a physical or mental
853 disability even with reasonable accommodation, misconduct, or moral turpitude. It is

854 expressly understood by and agreed to among the parties that a full-time, tenured Faculty
855 member who is also serving as the coach of an intercollegiate athletic team either may be
856 suspended for a period of time without pay, or the coach's employment may be
857 terminated if found to be involved in a deliberate and serious violation as defined by the
858 NCAA regulations. Coaches are hired, evaluated, retained and dismissed by the Athletic
859 Director. A Faculty member who no longer coaches returns to her/his full time faculty
860 responsibilities.

861

862 (b) Reduction in Force. Should the University foresee the need for a reduction in force
863 during the terms of this agreement, the VPAA will notify UFSLU President in writing of
864 the University's intent in writing as soon as possible but not less than sixty (60) calendar
865 days prior to notification to affected Faculty members. The notice will include the
866 rationale for, and anticipated extent of, the reduction and the effective date of the
867 reduction. The rationale for a reduction in force may include man-made and natural
868 disasters, acts of God, program termination or financial exigency.

869

870 The effective date of reductions in force will normally occur at the end of the current
871 annual contract period of the affected Faculty members. Notice of reduction in force to
872 affected persons will provide a minimum notice of one academic term. Contracts for less
873 than a full academic year may be issued to provide the required minimum notice. In all
874 cases of termination of appointment because of the above conditions, the place of the
875 faculty member shall not be filled by a replacement within a period of three (3) years
876 unless the released Faculty member has been offered reinstatement and a reasonable time
877 in which to accept or decline it. The University and UFSLU will negotiate any

878 differences in the order of reduction and the order of recall during the 60-day notice
879 period. Should negotiations not be concluded within the notice period, the University
880 will have the right to proceed with the notice requirement to the person(s). Tenured
881 faculty will be granted preference in retention over non-tenured faculty if the tenured
882 faculty member's qualifications are judged by the University to be more aligned with
883 program needs.

884

885 Section 3. Visiting Faculty

886 Years of service as a visiting or non-tenure track Faculty member shall count toward the
887 probationary period for a tenure-track position if the Faculty member is hired for a
888 tenure-track position, and if the Faculty member decides to count some or all of these
889 years toward the probationary period. Visiting Faculty members may serve in a full-time
890 capacity for no more than five (5) years.

891

892 Section 4. Other Faculty Appointments

893 The University also employs within the bargaining unit Faculty members in non-tenure
894 track appointments in the classification of Instructor and in all faculty ranks. Such
895 Faculty members are employed on fixed term appointments (typically by academic year).
896 Faculty members meeting applicable plan criteria are eligible for benefits like insurance
897 and retirement, but no right of tenure or renewal of appointment at expiration is
898 guaranteed. Faculty members in these appointments who accept appointment to a tenure
899 track position will be granted credit toward tenure for prior service only if specified in
900 writing by the VPAA at the time of the tenure track appointment.

901

902

903

ARTICLE 11

904

PROMOTION AND TENURE

905

906 Section 1. General Policy Regarding Promotion and Tenure

907 Saint Leo University, a Roman Catholic teaching university, commits to excellence as
908 one of its six core values. Promotion and Tenure are the means by which the University
909 recognizes individual Faculty for excellence in their faculty role. Tenure-track faculty
910 may apply for and be considered no sooner than the fifth year and must apply for and be
911 considered in the sixth year. Faculty denied tenure in the fifth year have the right to re-
912 apply for tenure in the sixth year. Faculty may apply for promotion in any year but must
913 have at least five years of experience at SLU since their last promotion or date of hire
914 before applying. Faculty denied promotion may re-apply in any subsequent year.

915

916 The only exception to the above outlined promotion and tenure schedule can occur when
917 the University wishes to hire faculty who have held a tenured position at the rank of
918 Associate or Full Professor at another baccalaureate degree granting college or university.
919 The University may hire this person with the individual written contractual stipulation
920 that this faculty member may apply for tenure in October of the third year. For hires at
921 less than Full Professor, the University may hire this person with the individual written
922 contractual stipulation that they may seek promotion earlier than five years.

923

924 Applications for promotion and tenure will be evaluated by the Committee, the VPAA
925 and the President following the annual promotion and tenure calendar. If granted,
926 promotion and/or tenure will take effect on August 16th of the next academic year.

927

928 Promotion and Tenure Committee deliberations shall be electronically recorded and
929 sealed. The sealed recording shall be kept for seven years following the decision on
930 promotion or tenure. The Chair of the Promotion and Tenure Committee shall keep the
931 sealed recording stored in a secure fashion for the first month; the VPAA shall keep the
932 sealed recording stored in a secure fashion for the remaining six years and eleven months.
933 After the seventh year the sealed recording shall be destroyed.

934

935 Denials of promotion and/or tenure are made by the President. Recommendations for
936 promotion or tenure are made by the President but must also be approved or may be
937 denied by the Board of Trustees. In the case of a disputed decision regarding promotion
938 and/or tenure, the sealed recording may be opened in the presence of appropriate persons
939 as described in the Grievance process if requested by either administration or the grieving
940 faculty member.

941

942 Section 2. Policy Particular to Tenure, Promotion, Graduate Faculty and Non-Teaching
943 Faculty

944 Promotion and tenure decisions at Saint Leo University are made on the basis of
945 documented and evaluated performance in three areas: (1) teaching; (2) scholarly growth
946 (3) institutional and community service.

947

948 (a) Tenure and Promotion: The primary criteria for decisions regarding reappointment,
949 tenure and promotion are excellence in classroom teaching and in facilitating student
950 learning. Teaching Faculty must demonstrate excellence in teaching, a part of which is
951 academic advising. Teaching Faculty must also demonstrate excellence in either (1)
952 scholarly growth or (2) institutional and community service.

953

954 Scholarly growth may be demonstrated through professional development and/or
955 research. The definition of professional development and scholarly research will be
956 determined by the relevant School. The University will recognize both traditional and
957 non-traditional means of demonstrating professional development and/or research.

958

959 (b) For library Faculty, professional library service contributing to the educational
960 function of the University is the primary area of faculty performance and of evaluation.

961

962 (c) For Faculty with no teaching assignments, professional responsibilities that are
963 directly related to their assignments are the primary area of faculty performance.

964

965 (d) For Graduate Faculty, traditional research as recognized by their discipline leading to
966 publication in appropriate formats is expected. This provision does not obligate the
967 University to fund the research.

968

969

970

971

972 Section 3. Promotion and Tenure Committee

973 The purpose of the promotion and tenure committee is to give to the administration the
974 recommendations of the faculty regarding the suitability of applicants to be promoted or
975 tenured.

976

977 This committee shall be composed of five (5) tenured faculty members, holding the rank
978 of Professor. Faculty members are elected to this committee for two-year terms. Three
979 members' terms begin on even years and two members' terms begin on odd years.

980 Faculty members elected by the faculty may serve no more than two (2) successive terms,
981 following which the Faculty member must have at least a four-year hiatus. No more
982 than one (1) member can be from any one department. At least three (3) members will be
983 bargaining unit Faculty. If there is only one person with this rank in a particular
984 department, then an alternative person holding the rank of Professor can be elected from
985 another department to prevent members from serving multiple consecutive terms. No
986 more than two (2) members can be from any one school. If for any reason P&T
987 membership cannot be achieved using this composition framework, the VPAA and the
988 Union will meet and agree on a temporary change in membership composition to fill the
989 vacancy.

990

991 In even years, the three positions on the P&T Committee shall be selected in the
992 following manner:

993

994 The President will appoint one member to the committee. The President's appointment
995 to the Promotion and Tenure Committee may come from non-University campus faculty.

996 The full-time faculty will elect two members to the Promotion and Tenure committee at
997 the last faculty meeting of the academic year.

998

999 In odd years, the two positions on the P&T Committee shall be selected in the following
1000 manner:

1001 The full-time faculty will elect two members to the Promotion and Tenure committee at
1002 the last faculty meeting of the academic year.

1003

1004 In anticipation of elections conducted under this Section, the following procedure will be
1005 used:

1006 • The VPAA or designee will provide the Union President with a list of faculty
1007 eligible to serve of the P&T Committee. The Union will have 15 calendar days to
1008 check the list for accuracy.

1009 • Once the list is finalized, the eligible faculty members will be solicited regarding
1010 their willingness to serve. Eligible faculty members willing to serve will be
1011 placed on the ballot.

1012 • The election will then be conducted at the last faculty meeting of the academic
1013 year.

1014 • The ballots will be counted in the Union's presence following the election. The

1015

tally of ballots will be announced after being counted.

1016

1017

Only bargaining unit faculty, non-University campus faculty, and faculty in

1018

administrative appointments below the level of Dean are eligible to vote and serve on

1019

P&T. The VPAA and Deans are not eligible to vote in P&T Committee elections.

1020

1021 In both even and odd years, elections will take place at the last faculty meeting of the
1022 academic year. In even years, the Presidential appointment will be made following the
1023 elections, and that selection will be communicated following the faculty meeting.

1024

1025 The President will appoint the chair of the committee each year from the five
1026 appointed/elected members.

1027

1028 The Faculty P&T Committee shall review the credentials of faculty that submit
1029 application for promotion and/or tenure. The Faculty P&T Committee shall recommend
1030 those faculty members qualified for promotion and/or tenure to the Vice President of
1031 Academic Affairs. Upon consultation with the P&T committee and with the VPAA, the
1032 President recommends promotion and/or tenure of faculty to the Board.

1033

1034 The Promotion and Tenure Committee, Vice President of Academic Affairs and the
1035 President shall make these recommendations in accordance with the General Policy
1036 Regarding Promotion and Tenure listed at Article 11 Section 1 and 2.

1037

1038 Section 4. Procedures for Promotion and Tenure Applications

1039 The Faculty member who is applying for promotion and tenure has the responsibility of
1040 presenting an application package that documents his or her performance in each of the
1041 above areas in an appropriate and complete manner. A Faculty member may consult with
1042 the Faculty Handbook. However, the Handbook is not a part of this contract and other

1043 formats, if approved by the Dean and faculty of the relevant school, are equally

1044 acceptable.

1045

1046 Department Chairs and Directors or Deans provide the Promotion and Tenure Committee

1047 with written evaluations and recommendations for promotion and tenure as appropriate.

1048

1049 Section 5. Beginning of the Promotion and Tenure Calendar

1050 Before September 30, the Committee shall meet together with the President of the

1051 University, the Vice President of Academic Affairs, and the president of UFSLU to

1052 review the criteria and procedures outlined in the Saint Leo University Collective

1053 Bargaining Agreement. Following that meeting, the Committee Chair shall meet with

1054 School Deans to review these criteria and procedures.

1055

1056 By September 15, the VPAA shall inform all Faculty of the annual tenure and promotion

1057 schedule.

1058

1059 Section 6. Tenure Calendar

1060 (a) By September 30th of each year, probationary Faculty who meet all qualifications

1061 and who wish to apply for tenure must submit a letter of intent to apply for tenure to the

1062 VPAA who in turn informs the Committee Chair.

1063

1064 (b) On or before October 15st of the current year, applications for tenure must be

1065 submitted to the Department Chair or Library Director, as appropriate, who will review

1066 the application and attach a letter of comment to the application. The Department Chair

1067 must then forward the application to the School Dean for review prior to November 1st.

1068 The School Dean will also review the application and attach a letter of comment to the

1069 application. The School Dean or Library Director must forward the application for tenure

1070 to the VPAA and Chair of the P & T Committee prior to November 15th.

1071

1072 (c) On or before December 15th of the current year the Chair of the P&T Committee

1073 must submit the Committee's recommendations and rationale to the VPAA.

1074

1075 (d) Written minutes of the meetings shall consist of a statement of subjects covered. No

1076 information shall be included that would identify the vote or remarks of any individual

1077 member or group of members. The recommendations concerning faculty tenure and/or

1078 promotion shall be decided by a majority vote of the full committee.

1079

1080 (e) On or before January 10th of the current year the VPAA submits his or her

1081 recommendations along with those of the Committee to the President.

1082

1083 (f) As stated above, denial of tenure decisions are made by the President.

1084 Recommendations for tenure are made by the President but must also be approved or may

1085 be denied by the Board of Trustees. Following the February Board of Trustees meeting,
1086 the President will communicate in writing his/her final decision to the candidate, VPAA
1087 and to the Chair of the Promotion and Tenure Committee within two weeks of the Board
1088 of Trustees' decision. If the President disagrees with the recommendations of the Faculty
1089 Promotion and Tenure Committee, the President shall meet with the committee to discuss
1090 his/her rationale prior to sending out the letter to the faculty.

1091

1092 Section 7. Promotion Calendar

1093 (a) Faculty members who wish to be considered for promotion must notify the VPAA
1094 and Committee Chair in writing prior to December 1st of the current year.

1095

1096 (b) On or before January 15th of the current year, a candidate for promotion must submit
1097 a complete application for promotion to the Department Chair or Library Director, as
1098 appropriate, who will review the application and attach a letter of comment to the
1099 application. The Department Chair must then forward the promotion application to the
1100 School Dean, who will review the application and attach a letter of comment to the
1101 application, for review prior to February 1st of the current year.

1102

1103 (c) The School Dean or the Library Director shall forward the application with their
1104 recommendation to the Committee Chair prior to February 15th of the current year. The
1105 Chair of the Committee will convene the Committee to begin review of the applications
1106 prior to February 15th of the current year. Should they choose, candidates may also
1107 submit supporting documents from professional colleagues with direct knowledge of the

1108

1109 applicants teaching service, scholarship, professional development, and committee work.

1110 (d) The Committee will submit its recommendations to the VPAA in writing prior to

1111 March 15th of the current year.

1112

1113 (e) Minutes of the meetings shall consist of a statement of subjects covered. No

1114 information shall be included that would identify the vote or remarks of any individual

1115 member or group of members. The recommendations concerning faculty tenure and/or

1116 promotion shall be decided by a majority vote of the full Committee.

1117

1118 (f) The VPAA will submit his/her written recommendations along with those of the

1119 Committee to the President on or before April 1 of the current year.

1120

1121 (g) As stated above, denial of promotion decisions are made by the President.

1122 Recommendations for promotion are made by the President but must also be approved or

1123 may be denied by the Board of Trustees. Following the May Board of Trustee meeting,

1124 the President will communicate in writing his/her final decision to the candidate, VPAA

1125 and to the Chair of the Promotion and Tenure Committee within two weeks of the Board

1126 of Trustees' decision. In the event the President's decisions do not agree with the Faculty

1127 Promotion and Tenure Committee, s/he shall meet and discuss his/her decisions with the

1128 Committee. Promotion, if granted, will take effect at the beginning of the next academic

1129 year. For pay purposes, promotion is effective on August 16th.

1130

1131 (h) Any changes in the specific listed dates such as those created by calendar variances

1132 are circulated by the Office of the VPAA on or before September 15th of each academic

1133 year.

1134

1135

1136

1137

1138

1139 **ARTICLE 12**

1140 **PROFESSIONAL DEVELOPMENT**

1141

1142 Section 1. Professional Development Fund

1143 The University will maintain the annual professional development fund currently in place
1144 and funded in accordance with Article 13, Section 2 of no less than the applicable amount
1145 per fulltime Faculty member employed by the University on August 16 of each year. The
1146 fund shall be placed in a separate budget in Academic Affairs. Disbursement of funds
1147 will be made by a committee comprised of two academic administrators appointed by the
1148 VPAA and two Faculty appointed by the President of the Union.

1149

1150 Full time Faculty will apply for professional development funds by submitting a
1151 standardized form supplied by the University indicating the purpose of the activity and
1152 the impact funding will have on the Faculty member's teaching and professional
1153 development. A final expense report will be required from the Faculty member using the
1154 professional development funds that documents the use of the funds and reconciles all
1155 advances with expenses. All expenses will be documented by *original* receipts as

1156 required by University financial policy, and the final expense report will comply with

1157 IRS regulations.

1158

1159 Section 2. Sabbatical

1160

1161 (a) Sabbatical Definition and Eligibility. Sabbatical Leave shall be considered a

1162 reassignment from normal teaching responsibilities for a specific period of time and for a

1163 specified academic purpose from which both the Faculty member and the University shall
1164 benefit. A sabbatical may be taken for one full academic year or for one full regular
1165 semester (a regular semester is the fall or spring semester). A Faculty member is eligible
1166 for sabbatical leave during and after the seventh year of service dating back to the initial
1167 appointment or to the prior sabbatical leave.

1168

1169 (b) Application for Sabbatical. The notice of intent for sabbatical shall be submitted by
1170 September 15th one year prior to the academic contract year in which the Faculty
1171 member wishes to start a fall sabbatical leave or by January 15 one year prior to the
1172 academic year in which the faculty member wishes to start a Spring sabbatical leave.
1173 She/he must submit to the Department Chair or Director and Dean a written notice of
1174 intent to file for sabbatical leave. The notice of intent to file for sabbatical leave will be
1175 followed by the actual application. In no event shall the actual application for sabbatical
1176 leave be filed less than six (6) months prior to the academic semester for when the
1177 sabbatical is proposed. The sabbatical project shall be outlined with details in the
1178 application. As a part of the sabbatical application the Faculty member applying for a
1179 sabbatical must provide clear and measurable goals for the sabbatical. The sabbatical

1180 project must be of a significant scholarly nature and should enhance Faculty member's

1181 professional development and/or his/her teaching effectiveness.

1182

1183 (c) Approval Process. The application shall be submitted to the Faculty member's

1184 Department Chair, or in the case of faculty librarians, to the Library Director. Within

1185 thirty days, the Chair or Library Director shall make a recommendation to the appropriate

1186 School Dean or VPAA, as applicable. The Department Chair's recommendation shall

1187 address the value of the proposed project, comment on the effect the project may have on
1188 teaching, learning, and professional development, and shall detail the courses that will
1189 not be taught or a plan for teaching courses in the absence of the faculty member who
1190 shall be on sabbatical. The Dean will recommend an action to the VPAA within fifteen
1191 (15) days of receipt of the Chair's recommendation and forward that recommendation to
1192 the VPAA. The VPAA shall decide to grant or refuse the request for sabbatical leave
1193 within thirty (30) days. The VPAA may defer a sabbatical leave for programmatic and/or
1194 financial reasons. Generally, no more than one faculty member per department shall be
1195 granted a sabbatical in the same academic year.

1196

1197 (d) Required Report and Commitment. Within three (3) months after the conclusion of a
1198 sabbatical, the Faculty member must file a written report on the sabbatical project to the
1199 VPAA detailing how the sabbatical project was completed. This report shall provide the
1200 Faculty member's assessment of how the clear and measurable goals of the sabbatical
1201 were met and shall provide appropriate supporting documentation. The VPAA will
1202 share the report with the Dean, Department Chair and with the faculty as a whole. The
1203 report shall be placed on reserve in the Library for review. Upon request the Faculty

1204 member also agrees to make a presentation to the faculty or Board of Trustees. By
1205 accepting a sabbatical leave, the Faculty member commits himself/herself to one (1) year
1206 of full-time service to the University immediately following the expiration of the
1207 sabbatical. In the event the Faculty member does not comply with the terms of the
1208 Sabbatical or this Section the Faculty member agrees to compensate the University in an
1209 amount equal to the amount of salary paid to the faculty member during his or her
1210 sabbatical.

1211 Section 3. Reassigned Time

1212 Faculty members may be granted a reassignment of time from teaching for professional
1213 development purposes or for administrative duties. Normally, this reassignment of time
1214 is granted for no more than one (1) year. A Faculty member who wishes to have
1215 reassigned time for purposes of professional development must make application through
1216 his/her Department Chair and Dean to the VPAA. The procedure for requesting a
1217 reassignment of time is as follows:

1218

1219 (a) For the fall semester, a Faculty member should make written application to his/her
1220 Department Chair before April 1st of the preceding academic year. The request and
1221 application for reassignment of time, for the spring semester, must be submitted no later
1222 than October 1st to the Department Chair.

1223

1224 (b) The Faculty member's application must include a complete description of the work
1225 that is proposed and estimates of the time required to complete the work.

1226

1227 (c) The Department Chair, in reviewing the application, must comment on both the scope
1228 of the work, its relevance to department needs and goals and on the reasonableness of the

1229 request. The Department Chair will in turn forward her/his recommendation to the Dean
1230 within ten (10) business days of receipt of the request. The Department Chair's written
1231 recommendation must include a description of how the Department Chair proposes to
1232 replace the Faculty member for the course/courses that will be reassigned.
1233

1234 (d) The Dean in turn will review the application for reassignment of time for
1235 professional development and will forward her/his written recommendation to the VPAA
1236 within five (5) days. The Dean's analysis must include commentary on the impact of any
1237 courses not taught on the curriculum and on students.

1238

1239 (e) The VPAA, in turn, will make the final decision regarding the reassignment of time
1240 and will respond in writing within ten (10) business days of the receipt of the Dean's
1241 recommendation.

1242

1243 Section 4. Post-Tenure Faculty Development Review

1244

1245 Purpose

1246 The Post-Tenure Faculty Development Review process (FDR) is designed to ensure that
1247 faculty members continue to grow professionally after having received tenure and to
1248 provide a process for evaluation of that growth. To accomplish this, the University will
1249 use an annual review process to document a faculty member's post-tenure performance
1250 and to assess his or her contributions and professional development. When necessary, a
1251 more formal performance development plan will be implemented to support growth and

1252 development.

1253

1254 Process

1255 Step 1: Faculty members will be evaluated annually by their Department Chairs relative

1256 to an individual's assigned duties and accomplishments for the previous year, including:

1257 a. end-of-class student evaluations

- 1258 b. Department Chair and at least one peer class observations selected by the faculty
1259 member from Associate and Full Professors
- 1260 c. Department, School, and/or University-wide committee work, and
- 1261 d. Scholarly and/or other professional development activities.

1262

1263 As part of the process, faculty members will be given the opportunity to submit annual
1264 plans for development and year-end accomplishment summaries. During the review
1265 conference, faculty members will receive feedback and have the opportunity to discuss
1266 the review with their Department Chair. The faculty member may also receive
1267 counseling if their performance is less than satisfactory. A written review will be
1268 provided to the faculty member following the review conference.

1269

1270 Step 2: A tenured faculty member whose performance is judged to be less than
1271 satisfactory for two of the past five years (beginning with the 2013-2014 academic year)
1272 and for whom counseling has not adequately improved the situation will be given a
1273 formal Performance Development Plan (PDP), the details of which will be discussed with
1274 the faculty member. At the faculty member's election, he or she can accept the PDP as

1275 written, or the faculty member can seek review under Step 3 before implementation.

1276

1277 **Step 3: Performance Development Plan**

- 1278 a. The PDP review process begins with the Department Chair preparing a summary
1279 of faculty member's annual performance reviews for the period encompassing the
1280 two years of unsatisfactory performance, the proposed PDP, and any additional
1281 material pertaining to performance.

- 1282 b. The faculty member prepares and provides whatever material he or she thinks will
1283 support their position.
- 1284 c. The performance review summary and PDP, and the faculty member's materials
1285 are forwarded to a Faculty Development Review Committee made up of an
1286 administrator appointed by the President and two tenured Associate or Full
1287 faculty members elected by the faculty every two years. The election procedure
1288 to be used will be consistent with the process detailed for P&T Committee
1289 elections.
- 1290 d. The Faculty Development Review Committee will review the materials submitted
1291 and provide a recommendation to the VPAA with a copy to the Department Chair
1292 and affected faculty member on whether the PDP should be implemented as
1293 written, implemented with revisions, or not implemented at all. If either the
1294 Department Chair or the affected faculty member is dissatisfied with the
1295 Committee's recommendation, he or she may seek review by the VPAA. The
1296 VPAA will promptly provide the faculty member, the Department Chair, and the
1297 Committee with his or her final decision. If the Committee recommended and the
1298 VPAA concurs that a PDP is not necessary, the faculty member will return to the

1299 annual performance review status.

1300

1301 Step 4: PDP Implementation

1302 If it is determined by the VPAA that the PDP is necessary, the Department Chair will

1303 meet with the faculty member regularly to review and support the faculty member's

1304 progress toward meeting the PDP targets. When the faculty member meets all PDP

1305 expectations, the Department Chair will notify the faculty member, the Faculty

1306 Development Committee, and the VPAA in writing. The faculty member will then be
1307 returned to the annual review process.

1308

1309

1310

ARTICLE 13

1311

SALARY

1312

1313 Section 1. Salary Increases

1314 The salaries of all Faculty, regardless of rank, will be increased as follows:

1315

1316 A minimum salary increase of 3.25% for the entire bargaining unit effective for six

1317 months of Academic Year 2012-2013 (i.e., effective February 16, 2013).

1318

1319 Academic Year 2013-2014: A minimum salary increase of 3.0% for the entire bargaining

1320 unit effective August 16, 2013. The University may also award additional individual

1321 salary increases effective that same date based on performance as determined by the

1322 Dean and approved by the VPAA. Although the individual Faculty selected to receive

1323 these raises may receive more than .40% on a per-person basis, the total pool of dollars

1324 available to award these increases will not exceed .40% of the bargaining unit base pay.

1325

1326 Academic Year 2014-2015: A minimum salary increase of 3.0% for the entire bargaining

1327 unit effective August 16, 2014. The University may also award additional individual

1328 salary increases effective that same date based on performance as determined by the

1329 Dean and approved by the VPAA. Although the individual Faculty selected to receive

1330 these raises may receive more than .50% on a per-person basis, the total pool of dollars

1331 available to award these increases will not exceed .50% of the bargaining unit base pay.

1332

1333 Academic Year 2015-2016: A minimum salary increase of 3.0% for the entire bargaining

1334 unit effective August 16, 2014. The University may also award additional individual

1335 salary increases effective that same date based on performance as determined by the

1336 Dean and approved by the VPAA. Although the individual Faculty selected to receive

1337 these raises may receive more than .60% on a per-person basis, the total pool of dollars

1338 available to award these increases will not exceed .60% of the bargaining unit base pay.

1339

1340 Section 2. Professional Development Fund

1341 The University Professional Development Fund established under Article 12, Section 1

1342 will be funded each year at the level of \$1,250 per full time Faculty member employed by

1343 the University on August 15 of the applicable year.

1344

1345 Section 3. Increases for Faculty Promoted or Completing Doctorates

1346 Current Faculty pursuing a doctorate, who complete their doctorate in a regionally

1347 accredited university, in a discipline that is offered at University Campus or a discipline

1348 related to the teaching responsibilities of a Faculty member and that will meet SACS
1349 clearance criteria for that discipline, shall have their salary increased 10% (see current
1350 University catalog for disciplines offered at University campus). If completion is after
1351 the start of an academic year, the salary will be prorated from the completion date for the
1352 remainder of the academic year.

1353 Faculty promoted with an effective rank change will be granted a salary increase. The
1354 salary increase will be at least \$5,000 and shall be sufficient to bring them to at least the
1355 25th percentile of the internal reference group for their rank.

1356

1357 Section 4. Directed Studies, Senior Honor Projects, and Course Overloads

1358 Faculty who teach courses as an overload, except in the cases of forced overload as
1359 outlined in Article 14, Section 3f, shall be paid not less than \$2,350. In those cases where
1360 SACS related mandates and/or unexpected enrollment require the administration to add a
1361 section in accordance with Article 14, Section 3(f), the assigned fulltime Faculty member
1362 shall be compensated at the rate of \$2,000 above the set overload rate.

1363

1364 Faculty who teach directed studies shall be paid \$400 per student per course. Faculty
1365 shall be compensated \$250 per student for each senior honors project they supervise.

1366

1367 Section 5. Internships/Field Placements/Apprenticeships/Practicum

1368 (a) Internships/Field Placements/Apprenticeships/Practicum (field work) - All

1369 Departments: Normal class size for different credit hours of field work is shown

1370 in the second column of the table below. The maximum number of interns shall

1371 be supervised by one faculty member whenever possible. If there are sufficient
1372 enrollments to make a normal class for a given number of credit hours of field
1373 work the faculty member will be credited as one three (3) credit hour course
1374 irrespective of the total number of credit hours in the field work and may be
1375 counted as part of the faculty members' normal teaching load or paid as an
1376 overload at the applicable overload rate per course. If there are an insufficient

1377 number of enrollments to make a normal class, the course will be treated similar
1378 to the directed study and stipend will be paid according to the third column in the
1379 table below:

Number of credit hours of Field Work	Normal class size for Field Work (undergraduate)	Stipend/student (\$) if class size is not reached
1	7-10	\$250
3	6-8	\$350
6	5-7	\$450
9	4-6	\$500
12	3-5	\$600

1380

1381 For graduate level courses, the normal class size will be between 7 and 9. If the
1382 enrollment does not make a full class (i.e., less than 7), the stipend will be paid as
1383 directed study at a rate of \$500.00 per student.

1384

1385 For all field work courses students must be observed at least once by the instructor if the
1386 distance of the placement is within fifty miles of the campus/center. If the distance is
1387 greater than fifty miles, observation may be accomplished through the use of technology
1388 (e.g. VTT, Skype, etc.) or by proxy. Faculty travel to observe student(s) requiring
1389 distance greater than fifty (50) miles must be preapproved by the Dean of the respective

1390 school. The method of observation of field work must be included in the initial field work

1391 approval paperwork.

1392

1393 (b) Department of Fine Arts: Applied music courses, MUS 120, 220, 320, 420, shall not
1394 be considered in calculating faculty workload. Faculty members offering these courses
1395 are paid from student fees collected, if students are enrolled for credit.

1396

1397 Section 6. Class Cap Sizes

1398 When specific class cap sizes have been established under Article 14, Section 3(a) of the
1399 Agreement and the administration lift the caps, the instructor will be compensated at
1400 \$110 per student for each student over the applicable cap as of the drop-add date. The
1401 cap will not be lifted without instructor consent unless additional faculty members
1402 qualified and approved to teach the course are not reasonably available.

1403

1404 Section 7. Workload

1405 In pattern 2 of Article 14, Section 3 on Workload, the Faculty member shall receive an
1406 additional payment of \$825. In pattern 4 of Article 14, Section 3 on Workload, the
1407 Faculty member shall receive an additional payment of \$1,650.

1408

1409 Section 8. Compensation during Sabbatical

1410 A Faculty member on sabbatical for an academic year (fall and spring semesters) will

1411 receive one half of his/her annual salary. A Faculty member on sabbatical leave for one
1412 semester (fall or spring) will receive the full salary during the sabbatical period. All
1413 benefit plans which are operative during the full-time employment will continue during
1414 sabbatical with the same contribution schedule from the University and individual
1415 participants; benefits related to salary levels are determined in accordance with the salary
1416 actually paid.

1417

1418 Section 9. Equity Adjustments

1419 If/when the administration, in its sole discretion, identifies a salary equity issue among
1420 Faculty that it desires to address, the VPAA will notify the Union in writing of the
1421 amount it proposes to adjust the Faculty member's salary. Unless the Union objects in
1422 writing within ten (10) business days after notification, the salary can be so increased.

1423

1424

1425

ARTICLE 14

1426

FACULTY RESPONSIBILITIES

1427 Section 1. General

1428 Saint Leo University, Incorporated, is a Roman Catholic institution, which recognizes the
1429 teachings of the Roman Catholic Church. While the University does not require that
1430 Faculty practice or profess the Roman Catholic faith, nor accept the teachings of the
1431 Roman Catholic Church, the University does require that all Faculty members recognize,
1432 understand, and support the University's mission. It is a part of the professional
1433 responsibility of Faculty to carry out their duties in an appropriate manner and place.

1434

1435 Section 2. Classroom Instruction and Related Responsibilities

1436 At the first class of each semester or term, Faculty members shall distribute or post on an
1437 approved University web site, a syllabus to each student and submit to the School Dean a
1438 copy of the syllabus for each course they teach. The syllabus shall include the following:

1439

1440 Course prefix, number, section, title, term, credit hours, instructor's name, prerequisites
1441 (from catalog), text(s) required and recommended, attendance policy, academic honesty
1442 policy (including the definition of plagiarism), methods of evaluating student
1443 performance (including grade weights and percentages), course objectives, course content
1444 and schedule, instructor's office hours, office phone number and location, and ADA
1445 Statement.

1446

1447 Faculty members shall meet all classes as outlined in their syllabus within the academic
1448 calendar including the scheduled final examination period. The course meeting day and
1449 time, as listed in the official University course schedule, shall not be changed without the
1450 approval of the appropriate School Dean and the University Registrar.

1451

1452 Faculty members shall apply the University's grading system as set forth in the current
1453 catalog and shall determine the academic proficiency and understanding of the students in
1454 accordance with the standards of the University. All courses are expected to include a
1455 final examination given at the scheduled final examination period or a final project due at
1456 the scheduled time for the final examination. Final examinations are not to be given at

1457 the last class meeting time.

1458

1459 Faculty members shall enforce the University's policy on academic honesty.

1460 Faculty members shall submit mid-term grades and final grades to the Registrar's Office

1461 by the date specified by the University. Faculty shall assign final grades based on the

1462 criteria outlined in their course syllabi. There shall be no change in a final grade except

1463 for a computational error and at the direction of the Faculty member and with the
1464 approval of the appropriate School Dean and the VPAA.
1465
1466 Faculty members shall administer student ratings of teaching based on the instrument
1467 determined by the Institutional Assessment Committee of the University Senate and shall
1468 administer said evaluation in every course, every semester.
1469
1470 The University may request a Faculty member to develop an electronic platform course
1471 as a part of his or her teaching load, on terms mutually agreeable to both parties. In such
1472 cases, the University and Faculty member shall enter into a course development contract
1473 that specifies the release time assigned to the Faculty member for the course development
1474 project. The University may also request a Faculty member to develop and subsequently
1475 teach an electronic platform course outside of the normal responsibilities within this
1476 agreement. (See Article 5, section 3, Copyrights and Patents.) The University shall offer
1477 tenure track faculty the right of first refusal for the development of any electronic
1478 platform course. Faculty members will be given preference to teach courses they develop
1479 unless, in the judgment of the Department chair, it would interfere with the University's

1480 interests in having the Faculty member teach other courses.

1481

1482 Section 3. Workload

1483 Each semester, full time Faculty teaching assignments will require one of the following:

1484 1. 12 credit hours per semester

1485 2. 9 undergraduate credit hours + 3 graduate credits

1486 3. 3 undergraduate credit hours + 6 graduate credit hours + regularly assigned graduate

1487 student advising.

1488 4. 6 undergraduate credit hours + 6 graduate credit hours.

1489 5. 9 graduate credit hours + regularly assigned graduate student advising.

1490

1491 Any work exceeding the above patterns is considered Overload. No more than one

1492 overload per semester is allowed, unless approved by the appropriate Dean, whose

1493 decision not to approve can be appealed to the VPAA. Overloads of three or more per

1494 semester may only be approved by the VPAA.

1495

1496 Credit hours may be online or on-ground, as assigned.

1497

1498 (a) In order to achieve the University's goals of (1) excellence in teaching and (2) small,

1499 intimate classes that promote retention, class sizes will generally be limited.

1500

1501 The class cap size cannot exceed 25 students per class, excepting (1) Freshman English

1502 Composition courses, the caps for which are 18 students and (2) remedial English and

1503 Math courses, the caps for which are 15 students. This applies to all courses taught at all

1504 locations whether face to face or any other mode of instruction.

1505

1506 (b) Professional duties may be assigned in lieu of normal teaching workload or

1507 professional library duties by the VPAA in consultation with the School Dean and the

1508 appropriate Department Chair or Library Director and with the consent of the Faculty

1509 member.

1510

1511 (c) As a part of their full time workload, faculty may be required to teach a course
1512 delivered partially or completely online. Faculty must be given sufficient time to be
1513 trained in the course platform used. In addition, in cases where SACS mandates as part of
1514 a Faculty member's fulltime workload can be met, or in cases where a Faculty member
1515 does not have a sufficient course load on campus to meet his or her fulltime obligations
1516 through an assignment by the VPAA or Dean, the Faculty Member may be asked to teach
1517 a campus-based Weekend and Evening course. The Faculty may be assigned to teach at
1518 another School or Continuing Education Center by mutual consent.

1519

1520 (d) A Faculty member who began his/her Saint Leo University fulltime faculty
1521 appointment after August 15, 2003 may be assigned to teach at Mac Dill, St. Petersburg,
1522 Weekend and Evening, COL, DL or in another Continuing Education Center program.
1523 The University shall compensate a Faculty member assigned to teach at an off campus
1524 location for travel in keeping with University travel policy.

1525

1526 (e) A Faculty member assigned to teach at a location more than 50 miles from the

1527

- 1528 University campus will be compensated at a rate of \$1,000 per course.
- 1529 (f) Except in cases of University need, the University will not require the overload
- 1530 teaching assignment, if the Faculty member does not desire it. Cases of need include:
- 1531 i. To meet SACS mandated requirements regarding the 25 percent rule.
- 1532 ii. To meet SACS mandated requirements regarding faculty credentials.

1533 iii. Where the administration demonstrates that an unexpected increase in enrollment
1534 occurred after August 1st or after January 5th of each academic year, that prevent the
1535 Department Chair, School Dean or VPAA from hiring a SACS qualified adjunct Faculty
1536 members.

1537

1538 The administration shall make every effort to find qualified Faculty who will volunteer to
1539 teach these courses; however, the University must affirm its obligation to meet student
1540 academic needs with integrity. In a case where an assignment will cause an undue
1541 hardship to a Faculty member, the assignment shall be considered a basis for a grievance.

1542

1543 (g) Except by mutual consent, Faculty shall not be assigned to more than two committees
1544 at the same time. Faculty members are expected to serve on at least one University
1545 committee regularly.

1546

1547 (h) Directed studies and Independent studies shall be assigned with the mutual consent of
1548 the Faculty member and the School Dean. Directed studies are not normally a part of the
1549 teaching load.

1550

1551 (i) Librarians: Librarians are normally paid for a 40-hour week, of which thirty-five (35)
1552 hours are assigned for library duties. The additional five (5) hours are to be spent
1553 pursuing professional development activities at the librarian's discretion. Librarians are
1554 appointed for at least nine (9), ten (10) or twelve (12) month annual contract.

1555

1556 With their approval, Faculty Librarians may be assigned to teach up to three (3) academic
1557 credits per semester. Faculty Librarians may also request a teaching assignment of up to
1558 three (3) academic credits per semester, subject to the approval of the Library Director.
1559 In all cases, each credit hour taught will be in lieu of 3.33 hours of normal professional
1560 responsibilities.

1561

1562 Section 4 Internships, Applied Music, and Art Studio Courses

1563 (a) Internships and Applied Music are addressed in Article 13..

1564

1565 (b) Art Studio Courses: Art studio courses will be credited to the Faculty member as one

1566 (1) credit for each two (2) studio hours.

1567

1568 Section 5. Tutoring and Lab Courses

1569 (a) Tutoring: Tutoring is not a faculty member function except as a necessary extension

1570 of teacher/student contact in teaching academic courses. Should a Faculty member be

1571 assigned tutoring duties, six tutoring hours shall be the equivalent of one three-credit hour

1572 course.

1573

1574 (b) Department of Mathematics and Science: One lecture hour per week shall equal one

1575 credit hour; each hour of laboratory per week shall be credited as 1 credit hour.

1576

1577

1578

1579

1580 Section 6. Advising/Office Hours

1581 (a) The School Deans shall assign School Faculty members duties as academic advisors.

1582 Assignments will be made on a reasonable and equitable basis, taking into account the

1583 needs and the interests of the School, department, students, and Faculty member.

1584

1585 (b) Faculty members shall maintain a minimum of ten (10) office hours, six (6) of which

1586 shall be posted. The non-posted hours may be used for class preparation, professional

1587 and scholarly growth, and institutional and community service. When necessary, Faculty

1588 shall be available to meet with students during non-posted office hours.

1589

1590 (c) Faculty members perform two primary kinds of advising. First, they work with

1591 students to help them better understand specific course and/or curricular requirements. In

1592 addition, faculty members advise students regarding the professions and professional

1593 schools (law, business, health professions, graduate programs of all types) and

1594 employment and life goals.

1595

1596 Section 7. University Functions

1597 (a) All Faculty members shall attend all general faculty meetings and be given

1598 reasonable notice of same.

1599

1600 (b) Faculty members shall participate in graduation ceremonies and other officially

1601 designated University functions not to exceed three, including graduation, in number

1602 during any academic year. Faculty members shall wear full academic regalia for these

1603 functions.

1604

1605 (c) Faculty members shall attend all scheduled School and Department meetings,
1606 provided reasonable notice is given by the School Dean or Department Chairs, or the
1607 Director of Library Services.

1608

1609 (d) Faculty members may submit a written request to the School Dean or the Director of
1610 Library Services to be excused from participation in functions outlined in (a), (b) and (c)
1611 above. Permission shall be granted by the School Deans or the Director of Library
1612 Services only in cases of emergencies, illness, or in cases of conflict with other
1613 University activities.

1614

1615 Section 8. Academic Year, Academic Calendar, and School Year

1616 The University shall not require the Faculty members to carry out work assignments on
1617 days described as University holidays. University holidays are defined as days when the
1618 University Campus Offices are closed.

1619

1620 The academic calendar includes the following breaks when classes will not be held: Fall
1621 Break, Thanksgiving Student Break, Christmas Break beginning after final grades are due

1622 and ending five (5) working days prior to the first day of class in the Spring semester,
1623 Spring Break as defined by the University Student Calendar, and Good Friday. The
1624 University shall not require Faculty to carry out work assignments during said breaks
1625 except in highly unusual circumstances.

1626

1627

1628 **ARTICLE 15**

1629 **FRINGE BENEFITS AND LEAVES**

1630

1631 Section 1. Payroll Deduction for Dues

1632 The University shall provide payroll deduction service for UFSLU dues in accordance
1633 with Article 3.

1634

1635 Section 2. Health Benefits

1636 The University shall contribute a minimum of \$550 a month (including HRA
1637 contributions) towards the total premium charged for each individual Faculty member's
1638 health insurance during the term of this Agreement. The University and faculty members
1639 shall equally share any health insurance premium increases during the term of this
1640 Agreement.

1641

1642 The University may offer other coverage, which will be paid by the Faculty member as a
1643 payroll deduction if such coverage is elected by the member.

1644

1645 Section 3. Other Fringe Benefits

1646 The University shall continue to offer the following additional fringe benefits, subject to
1647 plan terms and policy provisions as may vary from time to time: group life insurance,
1648 short and long term disability, tuition remission, adoption assistance, and other benefits
1649 commonly available to University employees, except where expressly modified or
1650 limited by this Agreement.

1651

1652 Section 4. Leave Benefits for Librarians

1653 Librarians are full time Faculty members who work nine (9), ten (10), or twelve (12)

1654 month contracts. Leave shall accrue according to the following schedule:

1655

1656 Nine (9) month and ten (10) month contracts: Forty (40) hours personal leave will be

1657 accrued at the beginning of each academic year on August 16th, for use during the

1658 academic year. Sick leave shall accrue at the rate of four (4) hours per pay period for the

1659 nine (9) month contract period. Days off for personal or sick leave shall be reported by

1660 the submission of an Employee Leave Authorization Form to Payroll prior to the leave

1661 being taken or, or in the case of sick leave, immediately upon return from leave period.

1662 Unused personal leave at the end of the contract work period will not be carried over to

1663 the next academic year. Sick leave will continue to accrue to a maximum of ninety-six

1664 (96) hours. The eligibility period for using Personal and Sick Leave shall be limited to

1665 the nine (9) month or ten (10) month work period, as applicable.

1666

1667 Twelve (12) month contracts: Vacation leave will be accrued at the rate of eight (8) hours

1668 per pay period. Sick leave will be accrued at the rate of four (4) hours per pay period

1669 beginning upon the completion of ninety (90) days of continuous employment. Sick
1670 leave will continue to accrue to a maximum of ninety-six (96) hours.
1671
1672 Vacation time must be approved in advance. Leave shall be reported by the submission
1673 of an Employee Leave Authorization Form to Payroll prior to the leave being taken or
1674 immediately upon return from leave period. Vacation leave will accrue on a semi

1675 monthly basis. The maximum allowable carryover for each fiscal year is 264 hours.

1676 Excess beyond the 264-hour maximum limit as of June 30th of each year is lost.

1677

1678 Section 5. Retirement Funds

1679 The University will continue to contribute an amount equal to a percentage of each

1680 Faculty member's salary to a retirement fund. Conditioned upon the Faculty member's

1681 written agreement to contribute, the University will match the contribution as follows:

1682

1683	Faculty Contribution	University Contribution
------	----------------------	-------------------------

1684	1%	3%
------	----	----

1685	2%	4%
------	----	----

1686	3%	5%
------	----	----

1687	4%	6%
------	----	----

1688	5%	7%
------	----	----

1689	8%	8%
------	----	----

1690	8.5%	8.5%
------	------	------

1691	10.0%	9.0%
------	-------	------

1692 The Faculty member may make changes to the retirement contribution amounts with
1693 reasonable written notice using the proper process at any time, subject to IRS regulations
1694 and the Saint Leo University Defined Contribution Retirement Plan. So long as the
1695 above University contribution schedule is maintained, the University, in consultation with
1696 the Union, may make changes to the Saint Leo University Defined Contribution
1697 Retirement Plan as needed to meet IRS requirements, to avoid failing nondiscrimination

1698 testing (including initiating auto enrollment for new hires), to control plan fees and costs,
1699 and to otherwise foster and promote the proper administration of the Plan.

1700

1701 Section 6. Sick Leave

1702 Members of the bargaining unit shall be provided sick leave at the accrual rate of four (4)
1703 hours per pay period. Sick leave will begin accruing in the first pay period upon
1704 completion of ninety (90) days of continuous employment and will accrue to a maximum
1705 of ninety-six (96) hours. Sick leave should be reported on an Employee Leave
1706 Authorization form and submitted to the appropriate academic Dean for submission to the
1707 Department of Human Resources with the department's payroll records.

1708

1709 Community Share Sick Leave Donor Program – Members eligible to receive Short Term
1710 Disability or a form of FMLA for which sick leave could be used if available may apply
1711 for additional sick leave benefits under the Community Share Sick Leave Program. The
1712 Community Share Program is a volunteer program supported by donated sick leave from
1713 employees who contribute to an individual employee's request to bridge the shortfall of
1714 accrued leave and the limitations of the Short Term Disability coverage. An employee

1715 may request and receive up to a maximum of thirty donated days of Community Share
1716 time to cover the STD eligibility period, or to cover qualifying FMLA up to the same
1717 amount as would have been needed for the STD eligibility period. Employees who
1718 donate sick leave time cannot recover unused periods. Unused donated Community
1719 Share time remaining at the end of an employee's STD period will not be allowed to be
1720 carried over for use in subsequent STD periods or any other period by that employee.
1721 The Community Share program is supported entirely by donations of employees and will

1722 be administered by the University and include responsibility for community notifications,
1723 requests for donations, and reconciliation of donations and use.

1724

1725 Section 7. Military Leave

1726 Short-term Scheduled Military Leave. Faculty members with scheduled Armed Forces
1727 Reserve or National Guard obligations are expected to meet those obligations outside of
1728 regular University duty hours. Any Faculty involuntarily called to military duty during
1729 regular University assignments shall be granted paid short-term military leave not to
1730 exceed ten (10) working days.

1731

1732 Long-term Military Leave. Long-term military leave is leave without pay. Any Faculty
1733 member who is inducted or called to active duty in the armed forces of the United State
1734 for training or service is assured of re-employment and the benefits associated with re-
1735 employment with the University if the Faculty member meets the legal requirements for
1736 guaranteed re-employment under federal law.

1737

1738 Section 8. Disability, Parental, Family, and Military Leave

1739 (a) Disability Leave: The University provides short-term disability (STD) and long-term

1740 disability (LTD) coverage for Faculty who have a medical illness, injury or condition
1741 which requires and extended disability leave. STD and LTD programs are operated in
1742 accordance with applicable policies and plan terms available from Human Resources.
1743 STD may be supplemented through the Community Share Sick Leave Program where the
1744 employee receives donated sick leave time in the absence of accrued leave (see Section 6,
1745 Sick Leave).

1746

1747 (b) Parental Leave: One full semester of unpaid parental leave will be granted upon
1748 request for birth or adoption of a child. The Faculty member must request this leave in
1749 advance of the beginning of the term/semester to the Division Dean through the
1750 Department Chair so that Faculty responsibilities will be adequately covered. Parental
1751 leave must be completed within one year of the birth or adoption. If this occurs at mid-
1752 semester, the Faculty member may be assigned non-teaching duties, or at her/his option,
1753 be placed on leave without pay until the end of the semester.

1754

1755 (c) Family and Military Leaves: Both leaves for family and medical issues as well as
1756 leave to accommodate military service as provided by federal or state law will be
1757 provided to all eligible members of the bargaining unit. FMLA, when applicable, runs
1758 concurrent with other forms of leave. Nothing in this section is intended to limit or
1759 reduce the benefits provided under applicable law. If family leave occurs at mid-semester
1760 the Faculty member may be assigned non-teaching duties, or at her/his option, be placed
1761 on leave without pay until the end of the semester.

1762

1763 Section 9. Leave Without Pay

1764 A leave of absence without pay may be granted by the VPAA with the approval of the
1765 President of the University upon a favorable recommendation by the appropriate Dean or
1766 Director of Library Services. A leave of absence without pay may be granted for formal
1767 study, research, scholarly pursuit, family leave, parental leave, extended illness, or other
1768 reasons the University deems to be in the best interest of the University and of the
1769 Faculty member.

1770

1771 Ordinarily, permission for a leave without pay shall be requested one semester before the
1772 semester when it is to begin. Permission shall normally be granted for only one year.

1773

1774 During the time of the leave, the Faculty member shall, within the limits of the carrier's
1775 contracts with the University be eligible for group insurance (to be paid by the
1776 individual). Tenure status shall not be affected by a leave without pay. Leave time shall
1777 not be counted as time served in consideration of sabbatical leave eligibility, nor shall it
1778 be considered for tenure or promotion unless the Faculty member has performed
1779 professional activities and would like to count it toward tenure or promotion eligibility.

1780

1781 The Faculty member shall give at least one hundred eighty (180) days' notice of their
1782 intent to return or not to return to the University. Failure to give notice may result in the
1783 loss of severance pay. Upon return, the Faculty member shall be reinstated to the same or
1784 similar position. The Faculty member's salary may be adjusted at the discretion of the
1785 University to reflect increases distributed during the period of leave.

1786

1787 Section 10. Emergency Leave

1788 Faculty members shall, at the discretion of the University, be granted leave for personal

1789 reasons, including bereavement. Such leave shall not be unreasonably denied.

1790

1791 Bereavement leave shall be granted for up to five (5) business days for the death of a

1792 member of the Faculty member's immediate family. Immediate family shall be defined

1793 to include spouse, child, brother, sister, parent, grandparent, grandchild, and other

1794 permanent household residents.

1795

1796 The Faculty member shall notify the Department Chair or Director and the appropriate

1797 Dean of the need for such leave as soon as practical.

1798

1799 Section 11. Faculty Employment Phase-Out

1800 Full-time, tenure-tracked faculty may elect to retire, with the approval of the VPAA, from

1801 University service through a two year Phase-Out plan. The requirements for eligibility

1802 are:

1803 1. The faculty member must reach at least age 62 within the academic year prior to

1804 taking Phase-Out and have 18 years of combined full-time service at Saint Leo

1805 University as a faculty member, or the faculty member must reach at least age 65

1806 within the academic year prior to taking Phase-Out and have 15 years of

1807 combined full-time service at Saint Leo University as a faculty member.

1808 2. The faculty member must notify his/her department chair or Dean in writing by

1809 January 15 of their intention to utilize the Phase-Out.

1810

1811 The Phase-Out plan provides that eligible faculty shall get a one-course per semester
1812 relief during the first year of Phase-Out and remain responsible for all other duties
1813 required of faculty. In the second year of Phase-Out, faculty will have a two-course
1814 semester relief and remain responsible for all other duties required of faculty except for
1815 the requirement to serve on committees. In year two of Phase-Out, faculty may serve on
1816 committees, if he/she chooses. Absent extraordinary circumstances as approved by the

1817 VPAA, a faculty member is not eligible for sabbatical or course overload during Phase
1818 Out. Under Phase Out, the faculty member electing Phase Out is automatically retired
1819 effective at the end of the second academic year of Phase Out.

1820

1821 Section 12. Required Changes

1822 The University reserves the right, based on its continuing analysis of applicable laws and
1823 regulations, and after negotiation with UFSLU to make appropriate adjustments in the
1824 benefits provided in this Article.

1825

1826

1827

ARTICLE 16

1828

MANAGEMENT RIGHTS

1829

1830 Section 1. University Rights

1831 By this Agreement, the University and UFSLU have agreed to certain limitations to the
1832 management prerogatives of the University. However, it is the intention of the parties
1833 that the University shall retain all of its legal rights and privileges except those, which it
1834 has agreed to limit by the express and specific terms of this Agreement.

1835 Nothing in this Agreement shall be construed to limit or impair the rights of the
1836 University to exercise its own exclusive discretion on all of the following matters without
1837 prior negotiation with UFSLU and without being subject to the grievance and arbitration
1838 procedures of this Agreement except as specifically and expressly provided for elsewhere
1839 in this Agreement:
1840

- 1841 (a) To manage the University and exercise sole, exclusive control and discretion over the
1842 organization of the University and its operations thereof;
- 1843 (b) To determine the goals, purposes, and functions of the University;
- 1844 (c) To perform those duties and exercise those responsibilities which are assigned to it
1845 by law.
- 1846 (d) To determine and adopt such policies and standards, rules, and regulations as are
1847 deemed by it necessary for the efficient operation and general improvement of the
1848 University system;
- 1849 (e) To select management, supervisory, administrative, instructional, and other
1850 personnel;
- 1851 (f) To appoint, terminate, define workload, compensate, establish standards of
1852 performance, and otherwise direct the performance of a Department Chair or Graduate
1853 Program Director in those roles;
- 1854 (g) To determine the University curriculum in accordance with the Criteria for
1855 accreditation of the Southern Association of Colleges and Schools Commission on
1856 Colleges and as set forth by any applicable state or federal regulatory agencies and the
1857 by-laws, policies and procedures to be established by the Governance Committee;

1858 (h) To direct the workforce, and in accordance with the provisions of this Agreement to
1859 hire, promote, reappoint, grant leaves, and terminate or take other disciplinary action
1860 against a Faculty member for just cause; and

1861 (i) All other rights to manage the University which are not recited in or expressly limited
1862 by this Agreement are reserved by the University.

1863

1864 Section 2. Interpreting Agreement

1865 In interpreting this Agreement, there shall be absolute and complete regard for the rights,
1866 the responsibilities, and prerogatives of management, and this Article shall be so
1867 construed that there shall be no interference with or restrictions on such rights,
1868 responsibilities and prerogatives except as it may be expressly limited in this Agreement.

1869

1870 The University acknowledges that with respect to salaries, benefits and working
1871 conditions that this Agreement is superior to any other governance or policy document.

1872 Both parties to this Agreement acknowledge and mutually agree to open and negotiate
1873 modifications to this Agreement as may be required by University governance process. It
1874 is further expressly understood that any such reopening shall be strictly limited to matter
1875 directly resulting from the University's governance process.

1876

1877

1878

1879

1880

[SIGNATURE PAGE FOLLOWS]

1881

1882 IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
1883 have entered into this Agreement on June 6, 2013, with the Article 13, Section 1 salary
1884 increases effective February 16, 2013. No other provision provides for retroactivity.

1885

1886 SAINT LEO UNIVERSITY, INC.

1887 By: _____

1888 Name: Arthur F. Kirk, Jr.

1889 Title: President, Saint Leo University

1890 Witness:

1891 By: _____

1892 Name: Jeanne Plecenik

1893 Title: Vice President for Business Affairs and CFO

1894

1895 THE UNITED FACULTY OF SAINT LEO UNIVERSITY

1896 UNITED FACULTY OF FLORIDA, AFFILIATED WITH

1897 THE NATIONAL EDUCATION ASSOCIATION

1898 By: _____

1899 Name: Doris Van Kampen-Breit

1900 Title: President, United Faculty of Saint Leo University

1901 Witness:

1902 By: _____

1903 Name: Jeanne Plecenik

1904 Title: Vice President for Business Affairs and CFO