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

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

Saint Leo University is a Catholic, liberal arts-based university serving people of all faiths. Rooted in the 1,500-year-old Benedictine tradition, the University seeks balanced growth in mind, body and spirit for all members of its community. On its home campus and many regional continuing education centers, Saint Leo University offers a practical, effective model for life and leadership in a challenging world, a model based on a steadfast moral consciousness that recognized the dignity, value and gifts of all people.

To accomplish its mission, the University community creates a student-centered environment in which love of learning is of prime importance. Members of the
community are expected to examine and express their own values, listen
respectfully to and respond to the opinions of others, serve the community in
which they live, welcome others into their lives and care for all of God’s
creations.

ARTICLE 1
RECOGNITION

Section 1. Faculty Contract Negotiations

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

All full time Faculty members employed by Saint Leo University at Saint Leo, Florida,
only, including Faculty Librarians; but excluding Visiting Faculty members, part-time
Faculty members, School Nurse, Director of Physical Education and Athletics, Graduate
Program Directors, Director of Library Services and other Directors, Faculty Department
Chairs, Academic Deans and all other employees, guards, managers, and supervisors.
Inasmuch as Florida is a right-to-work state, any Faculty member shall have the right to join or assist UFSLU, or engage in other concerted activities or other mutual aid or protection, or shall have the right to refrain from any or all of such activities.

Section 2. Meetings

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

ARTICLE 2

DEFINITIONS

Section 1. University

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

Section 2. UFSLU

The term “UFSLU” as used in this Agreement shall mean the United Faculty of Saint Leo University, United Faculty of Florida, affiliated with the National Education Association,
Florida Education Association, American Federation of Teachers, American Federation of Labor and Congress of Industrial Organization or its duly authorized representative.

Section 3. Faculty

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

Section 4. Visiting Faculty

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

Section 5. Department Chair

The term “Department Chair” as used in this Agreement shall mean a Faculty member who has accepted Academic Administrative appointment in exchange for course reduction as determined appropriate by the Vice President of Academic Affairs (VPAA) in consultation with the dean and the chair. The Department Chair is responsible for the management and supervision of an academic department(s) within the University. See Article 5, Section 5 for status of bargaining unit Faculty serving as Chair.
Section 6. Graduate Program Director

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

Section 7. Director of Library Services and other Directors

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

Section 8. Academic Dean

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

Section 9. Vice President of Academic Affairs

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

Section 10. President

The term “President” as used in this Agreement shall mean the chief executive officer of Saint Leo University.
Section 11. Board

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

Section 12. Overload

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

Section 13. Lead Faculty

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

Section 14. Assistant and Associate Chair

Faculty members appointed at the discretion of the Department Chair to perform administrative duties as determined by the VPAA. When a University campus-based opportunity for an Assistant or Associate Chair appointment becomes available, the
Department Chair will announce the opportunity to the Department faculty and allow those interested to submit written requests for consideration.

Section 15. Semester and School Year

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

Section 16. Academic Year

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

ARTICLE 3

UNION RIGHTS AND RESPONSIBILITIES

Section 1. Board of Trustees

Along with the President and the Board of Trustees, UFSLU, a major Saint Leo stakeholder agrees with the goal of promoting a one-university culture.
Section 2. Bulletin Boards

UFSLU may post official notices relating to UFSLU activities in the Faculty mailrooms. The boards shall be purchased and maintained by UFSLU.

Section 3. Communication with Members

UFSLU shall have the right to communicate with members of the bargaining unit by use of the University’s established mail system(s). Officers of UFSLU -- President, Vice President, Secretary, Treasurer, and Grievance Officers -- may use University copying facilities as available during normal University business hours and shall pay the standard rate.

Section 4. Union Dues

(a) Dues Deduction. So long as the UFSLU is recognized as the exclusive bargaining agent for the bargaining unit, the University agrees to deduct UFSLU membership dues in an amount established by the UFSLU from the pay of any bargaining unit employees who individually and voluntarily makes such a request on a written authorization form. The authorization form will, at a minimum, specify the name of the employee and the exact amount to be deducted. Changes to the amount to be deducted will also be in writing and approved by the individual employee before deduction. Deductions will be made twice per month based on the regular University pay schedule, and will begin/change with the first full-pay period commencing at least seven (7) days following receipt of proper authorization by the University Payroll Office. Dues will be remitted by check within one week following the end of the month. At the time of each remittance, a list of the employees from whose salaries such deductions were made will be provided to
the UFSLU office where the funds are sent Termination of Deduction. The University's responsibility for deducting dues and other authorized deductions from an employee's salary terminates automatically upon either (1) written notice from the employee to the University revoking that employee's prior deduction authorization, or (2) the transfer or reassignment of the authorizing employee out of the bargaining unit. The University agrees to process a dues revocation form within a reasonable period of time following receipt. Employees are expected to copy the UFSLU on any revocation of dues deduction.

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

Section 5. Union Representatives

The UFSLU will provide the VPAA with a current list of UFSLU officers and representatives under this Agreement. Updates or changes will be provided within ten business days of the change.
Section 6. Contract Administration

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

Section 7. Access to Information

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

Section 8. Consultation

The President or his designee will meet with the UFSLU representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment, or any other mutually agreeable matters. Such meetings will typically occur once per semester in the academic year, unless the parties agree to meet more or less frequently. The party requesting
consultation will submit a written list of agenda items no less than one week in advance
of the meeting. The other party will also submit a written list of agenda items in advance
of the meeting if it wishes to discuss specific issues. The parties understand and agree
that such meetings are intended for collaboration and problem-solving regarding this
Agreement’s implementation and administration and not collective bargaining.

ARTICLE 4

ACADEMIC FREEDOM

Section 1. General Statement
Saint Leo University Incorporated is a Catholic institution that recognizes the teachings
of the Roman Catholic Church as morally binding. While the University does not require
that members of the Faculty practice or profess the Catholic faith, nor accept the
teachings of the Roman Catholic Church as personally binding, the University does
require that all Faculty members act professionally, respect, understand, and support the
institution's mission and values, which are founded and based on Roman Catholic belief
and tradition.

Saint Leo University stands committed to the American Association of University
Professors (AAUP) principles articulated in the 1940 AAUP statement and in more recent
adoptions of AAUP policy and has endorsed the guidelines of the AAUP on this subject.
College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

Section 2. Teaching

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

The University supports the full freedom of all Faculty to teach in the classroom. The faculty is subject to the strictures associated with usual academic custom, usage, and case law as well as to those requirements specified in the University’s Master Syllabus. Such freedom customarily includes the right to select those materials and teaching methods
consistent with the relevant Master Syllabus developed collaboratively by the Faculty, approved by departmental Faculty and Deans, and distributed by the University.

Section 3. Research and Publication

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

ARTICLE 5

FACULTY RIGHTS

Section 1. Personnel Records

The University will maintain one official set of personnel records housed in two parts for full-time Faculty. Personnel records are maintained in two locations to meet both SACS and legal regulations. The record maintained in the Human Resources Office contains some privileged materials that are not maintained in the Academic Affairs office. The record in the Academic Affairs office contains all materials relating to the Faculty members’ teaching and professional duties including all evaluations of those professional activities. Students are not given access to the faculty records at any time. Subject to applicable federal and state law, personnel records are maintained by or can be accessed by only the following University personnel:
Human Resources Record: All Human Resources personnel (excluding students), VPAA, and University legal representatives.

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

The files in each location will contain the following documentation:

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

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

Upon written request, Faculty members may review and copy at the standard rate (.10 per page) any material in their official personnel file. This review shall take place in the
presence of a designated University official during regular business hours and normally
within two workdays of the request.

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

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

Section 2. Outside Employment

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

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

a. teach up to two (2) academic courses per semester for any non-competing
institution as defined in this Agreement (subject to a base load plus two (2) course
cap on combined internal and external teaching), or
b. work up to twenty (20) hours per week in non-teaching academic consulting or non-academic related self or outside employment that is not a conflict of interest.

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

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

A Faculty member wishing to teach more than two (2) academic courses per semester, or to work more than twenty (20) hours per week in self or outside employment will provide the VPAA of his/her school in writing, with the non-financial details of the employment. Normally, such a request must be made no less than one month before the proposed date the external employment will commence and no less than two weeks prior to the beginning of an academic semester. The VPAA, after consulting with the appropriate Dean, will grant or refuse approval for the employment in writing prior to the start of the semester. In either case, a response shall be mailed within ten (10) business days of the date of the receipt of the request. If the request is refused, the reasons for the refusal will be given.
An institution is considered a competing institution for purposes of this Article if the
institution is a for-profit educational institution, or if the faculty member is teaching or
rendering services to or through a consortium or third party provider arrangement (such
as but not limited to Coursera or edX). The following are also considered competing
institutions for purposes of applying this Article: Western Governors University, Drexel
University, Park University, Liberty University, Troy University, Grand Canyon
University, Nova Southeastern University, Southern New Hampshire University,
University of Maryland, Keiser University, Florida Southern College, and for online
courses only, any of the twelve (12) universities in the State University System in
Florida.

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

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

Effective with the start of the Fall 2013 semester, Faculty members will bring themselves
into compliance with all necessary approvals. Teaching contracts or outside employment
engagements occurring during Fall 2013 and that were accepted in writing prior to the
sooner of the Union’s ratification of this Agreement or July 1, 2013, will be
“grandfathered in” and considered under the prior CBA language, but only for that
semester.

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

Section 3. Copyrights and Patents

Within the tradition of academic freedom as promulgated in the AAUP’s 1940 Statement
of Principles on Academic Freedom and Tenure, and the AAUP’s Statement on
Copyright (1999), the parties to this agreement believe that “the public interest is best
served by creating an intellectual environment in which creativity, scholarship, and
innovation can be encouraged, and rewarded, while still retaining for the university
reasonable access to the intellectual property of the faculty for whose creation the
university has provided assistance.” Furthermore, “…it is the prevailing academic
practice to treat the faculty member as the copyright owners of works that are created
independently of support from the University and at the faculty member’s own initiative
for traditional academic purposes. Faculty created works may not be treated as ‘made for
hire’ merely because it is created with the use of university resources, facilities, or
materials of the sort traditionally and commonly made available to faculty members.”
(AAUP Statement of Copyright, 1999)

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

Section 4. Preference for Alternate Formats
The University shall give preference in hiring to full-time Faculty members who wish to
teach for COL, Distance Learning or the Division of Continuing Education and Student
Services or Graduate Education. Full-time Faculty must be qualified to be granted
privileges under this Section, including meeting academic credits, experience and
training and a significant record of publication and documented contribution to the field
that satisfy graduate teaching requirements governed by the Southern Association of
Colleges. Information regarding upcoming class schedules will be made available on the
University’s website.
Section 5. Status while Serving as Department Chair or Graduate Department Director

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

ARTICLE 6

NON-DISCRIMINATION & DISABILITIES

The University and UFSLU recognize their responsibilities under federal, state, and local laws relating to fair employment practices and the principles involved in the area of civil rights. They hereby reaffirm their joint commitment not to discriminate because of race, color, religion, sex, national origin, age, disabilities, creed and any other protected classes provided by federal, state or local laws. For resolution, needed assistance or possible violations, including sexual harassment, grievance processes available to University employees will apply, in lieu of the grievance procedure outlined in this Agreement.
ARTICLE 7

NO STRIKE

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

ARTICLE 8

GRIEVANCE PROCEDURES

Section 1. Introduction, Definition and Terms

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

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

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

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

e) **Representation.** The UFSLU has the exclusive right to represent any Faculty member in a grievance filed under this Agreement. At each step in the process, the University and the UFSLU each agree to provide the other with reasonable advance notice regarding
who will be present at grievance meetings. The grievant in these proceedings shall have
the right to representation by UFSLU at any step in these proceedings. The grievant shall
not be required to discuss any grievance if the Grievance Officer assigned is not present.
The University may likewise invite any member of management to attend any
proceedings set forth in this Article. The grievant and the University may invite
witnesses at any point in the process.

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

Any time limits established in the grievance process at any level may be extended by
mutual consent of the parties upon written notice to the UFSLU President and the Human
Resources representative.
Once a grievance has been filed, the grievance procedure set forth in this Article shall be the exclusive process for resolving the grievance. None of the parties involved may attempt to resolve the grievance by any other formal or informal means.

Section 2. Procedure

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

Step Two: If the grievance is not resolved to the grievant’s satisfaction at the informal meeting in Step One, then within ten (10) working days after the date of the meeting, the grievant shall present the grievance in written form to the VPAA and the UFSLU
President, with a copy to the Human Resources representative. The VPAA shall provide the grievant, the UFSLU President and the Human Resources representative with a written answer within fifteen (15) working days of receipt of the formal grievance. If the VPAA is not able to meet this deadline, s/he will appoint a substitute within five (5) working days with the understanding that said individual shall respond to the grievant within the aforementioned fifteen (15) working days’ time period. The written grievance shall thereafter be included in the official grievance record in all subsequent steps in the grievance process.

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

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

Section 3. Abandonment

Failure of the University to observe any of the stated time limits in Steps One through Four shall allow the grievant to proceed to the next step in the grievance procedure. Failure of the grievant to appeal within the time limits set forth above shall terminate the grievance process with implementation of the decision rendered at the prior step.
Section 4. Settlement

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

Section 5. Grievance Investigations

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

Section 6. No Reprisal

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

Section 7. Retroactivity of Grievance Process

A grievance filed during the term of this Agreement shall be governed by this Article at all steps of the grievance process, regardless of whether any subsequent collective bargaining agreement takes effect during the time the grievance is pending.
ARTICLE 9

ARBITRATION

Section 1. Conditions

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

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

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

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

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

Section 2. Demand for Arbitration

(a) The demand for arbitration shall state the specific provision or provisions of the contract alleged to be violated, the nature of the dispute, and the remedy requested. Upon
receipt of the demand for arbitration, the parties shall request the names of seven (7) arbitrators from FMCS, all of whom shall have Florida addresses for purposes of travel expenses. The location of any arbitration arising out of this Agreement shall be within the greater Tampa Bay metropolitan area. If the parties are unable to agree on an arbitrator from the list, then the parties shall alternately strike one name from the list and the remaining name shall be the arbitrator. The first choice to strike from the list will be determined by the flip of a coin. The UFSLU will call Heads or Tails.

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

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

Section 3. Power of Arbitration

The arbitrator shall only have jurisdiction to determine whether or not the alleged violation of the Agreement occurred as described in the written demand for arbitration. The arbitrator may consider, to the extent applicable, the entire contract in reaching such a decision.
However, the arbitrator shall have no power to add to, subtract from, modify, or alter terms of this Agreement, nor will the arbitrator have the power to arbitrate any matter, expressly or implicitly, not arising from the interpretation, construction, or enforcement of this Agreement.

Section 4. Resolution

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

Section 5. Reasons

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

ARTICLE 10

FACULTY APPOINTMENTS

Section 1. Probationary Faculty Appointments

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

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

- The first year appointment is for one year;
- The second year appointment is for one year;
- The third year appointment is for one year;
The fourth year appointment is for one year;
The fifth year appointment is for two years; and
The seventh year appointment (terminal year) is for one year.

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

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

Year 1 – March 1;
Year 2 – March 1;
Year 3 – November 15;
Year 4 – November 15;
Year 6 – March 1 of year prior to terminal year;

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

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

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

Section 2. Non-Renewal/ Termination

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

(a) Termination of Employment. A tenured Faculty member will be terminated from the University, only for Just Cause, which is defined as follows: academic incompetence, neglect of duties, inability to perform assigned faculty duties due to a physical or mental disability even with reasonable accommodation, misconduct, or moral turpitude. It is
expressly understood by and agreed to among the parties that a full-time, tenured Faculty
member who is also serving as the coach of an intercollegiate athletic team either may be
suspended for a period of time without pay, or the coach’s employment may be
terminated if found to be involved in a deliberate and serious violation as defined by the
NCAA regulations. Coaches are hired, evaluated, retained and dismissed by the Athletic
Director. A Faculty member who no longer coaches returns to her/his full time faculty
 responsibilities.

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

The effective date of reductions in force will normally occur at the end of the current
annual contract period of the affected Faculty members. Notice of reduction in force to
affected persons will provide a minimum notice of one academic term. Contracts for less
than a full academic year may be issued to provide the required minimum notice. In all
cases of termination of appointment because of the above conditions, the place of the
faculty member shall not be filled by a replacement within a period of three (3) years
unless the released Faculty member has been offered reinstatement and a reasonable time
in which to accept or decline it. The University and UFSLU will negotiate any
differences in the order of reduction and the order of recall during the 60-day notice period. Should negotiations not be concluded within the notice period, the University will have the right to proceed with the notice requirement to the person(s). Tenured faculty will be granted preference in retention over non-tenured faculty if the tenured faculty member’s qualifications are judged by the University to be more aligned with program needs.

Section 3. Visiting Faculty

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

Section 4. Other Faculty Appointments

The University also employs within the bargaining unit Faculty members in non-tenure track appointments in the classification of Instructor and in all faculty ranks. Such Faculty members are employed on fixed term appointments (typically by academic year). Faculty members meeting applicable plan criteria are eligible for benefits like insurance and retirement, but no right of tenure or renewal of appointment at expiration is guaranteed. Faculty members in these appointments who accept appointment to a tenure track position will be granted credit toward tenure for prior service only if specified in writing by the VPAA at the time of the tenure track appointment.
ARTICLE 11
PROMOTION AND TENURE

Section 1. General Policy Regarding Promotion and Tenure

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

The only exception to the above outlined promotion and tenure schedule can occur when the University wishes to hire faculty who have held a tenured position at the rank of Associate or Full Professor at another baccalaureate degree granting college or university. The University may hire this person with the individual written contractual stipulation that this faculty member may apply for tenure in October of the third year. For hires at less than Full Professor, the University may hire this person with the individual written contractual stipulation that they may seek promotion earlier than five years.
Applications for promotion and tenure will be evaluated by the Committee, the VPAA and the President following the annual promotion and tenure calendar. If granted, promotion and/or tenure will take effect on August 16th of the next academic year.

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

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

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

Promotion and tenure decisions at Saint Leo University are made on the basis of documented and evaluated performance in three areas: (1) teaching; (2) scholarly growth (3) institutional and community service.
(a) Tenure and Promotion: The primary criteria for decisions regarding reappointment, tenure and promotion are excellence in classroom teaching and in facilitating student learning. Teaching Faculty must demonstrate excellence in teaching, a part of which is academic advising. Teaching Faculty must also demonstrate excellence in either (1) scholarly growth or (2) institutional and community service.

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

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

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

(d) For Graduate Faculty, traditional research as recognized by their discipline leading to publication in appropriate formats is expected. This provision does not obligate the University to fund the research.
Section 3. Promotion and Tenure Committee

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

This committee shall be composed of five (5) tenured faculty members, holding the rank of Professor. Faculty members are elected to this committee for two-year terms. Three members’ terms begin on even years and two members’ terms begin on odd years. Faculty members elected by the faculty may serve no more than two (2) successive terms, following which the Faculty member must have at least a four-year hiatus. No more than one (1) member can be from any one department. At least three (3) members will be bargaining unit Faculty. If there is only one person with this rank in a particular department, then an alternative person holding the rank of Professor can be elected from another department to prevent members from serving multiple consecutive terms. No more than two (2) members can be from any one school. If for any reason P&T membership cannot be achieved using this composition framework, the VPAA and the Union will meet and agree on a temporary change in membership composition to fill the vacancy.

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

The President will appoint one member to the committee. The President’s appointment to the Promotion and Tenure Committee may come from non-University campus faculty.
The full-time faculty will elect two members to the Promotion and Tenure committee at the last faculty meeting of the academic year.

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

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

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

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

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

- The election will then be conducted at the last faculty meeting of the academic year.

- The ballots will be counted in the Union’s presence following the election. The
tally of ballots will be announced after being counted.

Only bargaining unit faculty, non-University campus faculty, and faculty in administrative appointments below the level of Dean are eligible to vote and serve on P&T. The VPAA and Deans are not eligible to vote in P&T Committee elections.
In both even and odd years, elections will take place at the last faculty meeting of the academic year. In even years, the Presidential appointment will be made following the elections, and that selection will be communicated following the faculty meeting.

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

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

The Promotion and Tenure Committee, Vice President of Academic Affairs and the President shall make these recommendations in accordance with the General Policy Regarding Promotion and Tenure listed at Article 11 Section 1 and 2.
Section 4. Procedures for Promotion and Tenure Applications

The Faculty member who is applying for promotion and tenure has the responsibility of presenting an application package that documents his or her performance in each of the above areas in an appropriate and complete manner. A Faculty member may consult with the Faculty Handbook. However, the Handbook is not a part of this contract and other
formats, if approved by the Dean and faculty of the relevant school, are equally acceptable.

Department Chairs and Directors or Deans provide the Promotion and Tenure Committee with written evaluations and recommendations for promotion and tenure as appropriate.

Section 5. Beginning of the Promotion and Tenure Calendar

Before September 30, the Committee shall meet together with the President of the University, the Vice President of Academic Affairs, and the president of UFSLU to review the criteria and procedures outlined in the Saint Leo University Collective Bargaining Agreement. Following that meeting, the Committee Chair shall meet with School Deans to review these criteria and procedures.

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

Section 6. Tenure Calendar

(a) By September 30th of each year, probationary Faculty who meet all qualifications
and who wish to apply for tenure must submit a letter of intent to apply for tenure to the VPAA who in turn informs the Committee Chair.

(b) On or before October 15st of the current year, applications for tenure must be submitted to the Department Chair or Library Director, as appropriate, who will review the application and attach a letter of comment to the application. The Department Chair
must then forward the application to the School Dean for review prior to November 1st.

The School Dean will also review the application and attach a letter of comment to the application. The School Dean or Library Director must forward the application for tenure to the VPAA and Chair of the P & T Committee prior to November 15th.

(c) On or before December 15th of the current year the Chair of the P&T Committee must submit the Committee’s recommendations and rationale to the VPAA.

(d) Written minutes of the meetings shall consist of a statement of subjects covered. No information shall be included that would identify the vote or remarks of any individual member or group of members. The recommendations concerning faculty tenure and/or promotion shall be decided by a majority vote of the full committee.

(e) On or before January 10th of the current year the VPAA submits his or her recommendations along with those of the Committee to the President.

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

Recommendations for tenure are made by the President but must also be approved or may
be denied by the Board of Trustees. Following the February Board of Trustees meeting,

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

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

of Trustees’ decision. If the President disagrees with the recommendations of the Faculty

Promotion and Tenure Committee, the President shall meet with the committee to discuss

his/her rationale prior to sending out the letter to the faculty.
Section 7. Promotion Calendar

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

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

(c) The School Dean or the Library Director shall forward the application with their recommendation to the Committee Chair prior to February 15th of the current year. The Chair of the Committee will convene the Committee to begin review of the applications prior to February 15th of the current year. Should they choose, candidates may also submit supporting documents from professional colleagues with direct knowledge of the
applicants teaching service, scholarship, professional development, and committee work.

(d) The Committee will submit its recommendations to the VPAA in writing prior to March 15th of the current year.

(e) Minutes of the meetings shall consist of a statement of subjects covered. No information shall be included that would identify the vote or remarks of any individual.
member or group of members. The recommendations concerning faculty tenure and/or
promotion shall be decided by a majority vote of the full Committee.

(f) The VPAA will submit his/her written recommendations along with those of the
Committee to the President on or before April 1 of the current year.

(g) As stated above, denial of promotion decisions are made by the President.
Recommendations for promotion are made by the President but must also be approved or
may be denied by the Board of Trustees. Following the May Board of Trustee meeting,
the President will communicate in writing his/her final decision to the candidate, VPAA
and to the Chair of the Promotion and Tenure Committee within two weeks of the Board
of Trustees’ decision. In the event the President’s decisions do not agree with the Faculty
Promotion and Tenure Committee, s/he shall meet and discuss his/her decisions with the
Committee. Promotion, if granted, will take effect at the beginning of the next academic
year. For pay purposes, promotion is effective on August 16th.

(h) Any changes in the specific listed dates such as those created by calendar variances
are circulated by the Office of the VPAA on or before September 15th of each academic
year.
ARTICLE 12

PROFESSIONAL DEVELOPMENT

Section 1. Professional Development Fund

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

Full time Faculty will apply for professional development funds by submitting a standardized form supplied by the University indicating the purpose of the activity and the impact funding will have on the Faculty member’s teaching and professional development. A final expense report will be required from the Faculty member using the professional development funds that documents the use of the funds and reconciles all advances with expenses. All expenses will be documented by original receipts as
required by University financial policy, and the final expense report will comply with IRS regulations.

Section 2. Sabbatical

(a) Sabbatical Definition and Eligibility. Sabbatical Leave shall be considered a reassignment from normal teaching responsibilities for a specific period of time and for a
specified academic purpose from which both the Faculty member and the University shall benefit. A sabbatical may be taken for one full academic year or for one full regular semester (a regular semester is the fall or spring semester). A Faculty member is eligible for sabbatical leave during and after the seventh year of service dating back to the initial appointment or to the prior sabbatical leave.

(b) Application for Sabbatical. The notice of intent for sabbatical shall be submitted by September 15th one year prior to the academic contract year in which the Faculty member wishes to start a fall sabbatical leave or by January 15 one year prior to the academic year in which the faculty member wishes to start a Spring sabbatical leave. She/he must submit to the Department Chair or Director and Dean a written notice of intent to file for sabbatical leave. The notice of intent to file for sabbatical leave will be followed by the actual application. In no event shall the actual application for sabbatical leave be filed less than six (6) months prior to the academic semester for when the sabbatical is proposed. The sabbatical project shall be outlined with details in the application. As a part of the sabbatical application the Faculty member applying for a sabbatical must provide clear and measurable goals for the sabbatical. The sabbatical
project must be of a significant scholarly nature and should enhance Faculty member’s professional development and/or his/her teaching effectiveness.

(c) Approval Process. The application shall be submitted to the Faculty member’s Department Chair, or in the case of faculty librarians, to the Library Director. Within thirty days, the Chair or Library Director shall make a recommendation to the appropriate School Dean or VPAA, as applicable. The Department Chair’s recommendation shall
address the value of the proposed project, comment on the effect the project may have on
teaching, learning, and professional development, and shall detail the courses that will
not be taught or a plan for teaching courses in the absence of the faculty member who
shall be on sabbatical. The Dean will recommend an action to the VPAA within fifteen
(15) days of receipt of the Chair’s recommendation and forward that recommendation to
the VPAA. The VPAA shall decide to grant or refuse the request for sabbatical leave
within thirty (30) days. The VPAA may defer a sabbatical leave for programmatic and/or
financial reasons. Generally, no more than one faculty member per department shall be
granted a sabbatical in the same academic year.

(d) **Required Report and Commitment.** Within three (3) months after the conclusion of a
sabbatical, the Faculty member must file a written report on the sabbatical project to the
VPAA detailing how the sabbatical project was completed. This report shall provide the
Faculty member’s assessment of how the clear and measurable goals of the sabbatical
were met and shall provide appropriate supporting documentation. The VPAA will
share the report with the Dean, Department Chair and with the faculty as a whole. The
report shall be placed on reserve in the Library for review. Upon request the Faculty
member also agrees to make a presentation to the faculty or Board of Trustees. By accepting a sabbatical leave, the Faculty member commits himself/herself to one (1) year of full-time service to the University immediately following the expiration of the sabbatical. In the event the Faculty member does not comply with the terms of the Sabbatical or this Section the Faculty member agrees to compensate the University in an amount equal to the amount of salary paid to the faculty member during his or her sabbatical.
Section 3. Reassigned Time

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

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

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

(c) The Department Chair, in reviewing the application, must comment on both the scope of the work, its relevance to department needs and goals and on the reasonableness of the
request. The Department Chair will in turn forward her/his recommendation to the Dean within ten (10) business days of receipt of the request. The Department Chair’s written recommendation must include a description of how the Department Chair proposes to replace the Faculty member for the course/courses that will be reassigned.
(d) The Dean in turn will review the application for reassignment of time for professional development and will forward her/his written recommendation to the VPAA within five (5) days. The Dean’s analysis must include commentary on the impact of any courses not taught on the curriculum and on students.

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

Section 4. Post-Tenure Faculty Development Review

Purpose

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

Step 1: Faculty members will be evaluated annually by their Department Chairs relative to an individual’s assigned duties and accomplishments for the previous year, including:

a. end-of-class student evaluations
b. Department Chair and at least one peer class observations selected by the faculty member from Associate and Full Professors

c. Department, School, and/or University-wide committee work, and
d. Scholarly and/or other professional development activities.

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

Step 2: A tenured faculty member whose performance is judged to be less than satisfactory for two of the past five years (beginning with the 2013-2014 academic year) and for whom counseling has not adequately improved the situation will be given a formal Performance Development Plan (PDP), the details of which will be discussed with the faculty member. At the faculty member’s election, he or she can accept the PDP as
written, or the faculty member can seek review under Step 3 before implementation.

Step 3: Performance Development Plan

a. The PDP review process begins with the Department Chair preparing a summary of faculty member’s annual performance reviews for the period encompassing the two years of unsatisfactory performance, the proposed PDP, and any additional material pertaining to performance.
b. The faculty member prepares and provides whatever material he or she thinks will support their position.

c. The performance review summary and PDP, and the faculty member’s materials are forwarded to a Faculty Development Review Committee made up of an administrator appointed by the President and two tenured Associate or Full faculty members elected by the faculty every two years. The election procedure to be used will be consistent with the process detailed for P&T Committee elections.

d. The Faculty Development Review Committee will review the materials submitted and provide a recommendation to the VPAA with a copy to the Department Chair and affected faculty member on whether the PDP should be implemented as written, implemented with revisions, or not implemented at all. If either the Department Chair or the affected faculty member is dissatisfied with the Committee’s recommendation, he or she may seek review by the VPAA. The VPAA will promptly provide the faculty member, the Department Chair, and the Committee with his or her final decision. If the Committee recommended and the VPAA concurs that a PDP is not necessary, the faculty member will return to the
annual performance review status.

Step 4: PDP Implementation

If it is determined by the VPAA that the PDP is necessary, the Department Chair will meet with the faculty member regularly to review and support the faculty member’s progress toward meeting the PDP targets. When the faculty member meets all PDP expectations, the Department Chair will notify the faculty member, the Faculty
Development Committee, and the VPAA in writing. The faculty member will then be returned to the annual review process.

ARTICLE 13

SALARY

Section 1. Salary Increases

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

A minimum salary increase of 3.25% for the entire bargaining unit effective for six months of Academic Year 2012-2013 (i.e., effective February 16, 2013).

Academic Year 2013-2014: A minimum salary increase of 3.0% for the entire bargaining unit effective August 16, 2013. The University may also award additional individual salary increases effective that same date based on performance as determined by the Dean and approved by the VPAA. Although the individual Faculty selected to receive these raises may receive more than .40% on a per-person basis, the total pool of dollars
available to award these increases will not exceed .40% of the bargaining unit base pay.

Academic Year 2014-2015: A minimum salary increase of 3.0% for the entire bargaining unit effective August 16, 2014. The University may also award additional individual salary increases effective that same date based on performance as determined by the Dean and approved by the VPAA. Although the individual Faculty selected to receive
these raises may receive more than .50% on a per-person basis, the total pool of dollars available to award these increases will not exceed .50% of the bargaining unit base pay.

1333 Academic Year 2015-2016: A minimum salary increase of 3.0% for the entire bargaining unit effective August 16, 2014. The University may also award additional individual salary increases effective that same date based on performance as determined by the Dean and approved by the VPAA. Although the individual Faculty selected to receive these raises may receive more than .60% on a per-person basis, the total pool of dollars available to award these increases will not exceed .60% of the bargaining unit base pay.

1340 **Section 2. Professional Development Fund**

1341 The University Professional Development Fund established under Article 12, Section 1 will be funded each year at the level of $1,250 per full time Faculty member employed by the University on August 15 of the applicable year.

1345 **Section 3. Increases for Faculty Promoted or Completing Doctorates**

1346 Current Faculty pursuing a doctorate, who complete their doctorate in a regionally accredited university, in a discipline that is offered at University Campus or a discipline
related to the teaching responsibilities of a Faculty member and that will meet SACS

clearance criteria for that discipline, shall have their salary increased 10% (see current

University catalog for disciplines offered at University campus). If completion is after

the start of an academic year, the salary will be prorated from the completion date for the

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

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

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

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

Section 5. Internships/Field Placements/Apprenticeships/Practicum

(a) Internships/Field Placements/Apprenticeships/Practicum (field work) - All Departments: Normal class size for different credit hours of field work is shown in the second column of the table below. The maximum number of interns shall
be supervised by one faculty member whenever possible. If there are sufficient enrollments to make a normal class for a given number of credit hours of field work the faculty member will be credited as one three (3) credit hour course irrespective of the total number of credit hours in the field work and may be counted as part of the faculty members’ normal teaching load or paid as an overload at the applicable overload rate per course. If there are an insufficient
number of enrollments to make a normal class, the course will be treated similar
to the directed study and stipend will be paid according to the third column in the

table below:

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

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

For all field work courses students must be observed at least once by the instructor if the distance of the placement is within fifty miles of the campus/center. If the distance is greater than fifty miles, observation may be accomplished through the use of technology (e.g. VTT, Skype, etc.) or by proxy. Faculty travel to observe student(s) requiring distance greater than fifty (50) miles must be preapproved by the Dean of the respective
school. The method of observation of field work must be included in the initial field work approval paperwork.
(b) Department of Fine Arts: Applied music courses, MUS 120, 220, 320, 420, shall not be considered in calculating faculty workload. Faculty members offering these courses are paid from student fees collected, if students are enrolled for credit.

Section 6. Class Cap Sizes

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

Section 7. Workload

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

Section 8. Compensation during Sabbatical

A Faculty member on sabbatical for an academic year (fall and spring semesters) will
receive one half of his/her annual salary. A Faculty member on sabbatical leave for one
semester (fall or spring) will receive the full salary during the sabbatical period. All
benefit plans which are operative during the full-time employment will continue during
sabbatical with the same contribution schedule from the University and individual
participants; benefits related to salary levels are determined in accordance with the salary
actually paid.
Section 9. Equity Adjustments

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

ARTICLE 14

FACULTY RESPONSIBILITIES

Section 1. General

Saint Leo University, Incorporated, is a Roman Catholic institution, which recognizes the teachings of the Roman Catholic Church. While the University does not require that Faculty practice or profess the Roman Catholic faith, nor accept the teachings of the Roman Catholic Church, the University does require that all Faculty members recognize, understand, and support the University’s mission. It is a part of the professional responsibility of Faculty to carry out their duties in an appropriate manner and place.
Section 2. Classroom Instruction and Related Responsibilities

At the first class of each semester or term, Faculty members shall distribute or post on an approved University web site, a syllabus to each student and submit to the School Dean a copy of the syllabus for each course they teach. The syllabus shall include the following:
Faculty members shall meet all classes as outlined in their syllabus within the academic calendar including the scheduled final examination period. The course meeting day and time, as listed in the official University course schedule, shall not be changed without the approval of the appropriate School Dean and the University Registrar.

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

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

Faculty members shall submit mid-term grades and final grades to the Registrar's Office by the date specified by the University. Faculty shall assign final grades based on the criteria outlined in their course syllabi. There shall be no change in a final grade except
for a computational error and at the direction of the Faculty member and with the approval of the appropriate School Dean and the VPAA.

Faculty members shall administer student ratings of teaching based on the instrument determined by the Institutional Assessment Committee of the University Senate and shall administer said evaluation in every course, every semester.

The University may request a Faculty member to develop an electronic platform course as a part of his or her teaching load, on terms mutually agreeable to both parties. In such cases, the University and Faculty member shall enter into a course development contract that specifies the release time assigned to the Faculty member for the course development project. The University may also request a Faculty member to develop and subsequently teach an electronic platform course outside of the normal responsibilities within this agreement. (See Article 5, section 3, Copyrights and Patents.) The University shall offer tenure track faculty the right of first refusal for the development of any electronic platform course. Faculty members will be given preference to teach courses they develop unless, in the judgment of the Department chair, it would interfere with the University’s
interests in having the Faculty member teach other courses.

Section 3. Workload

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

1. 12 credit hours per semester

2. 9 undergraduate credit hours + 3 graduate credits
3. 3 undergraduate credit hours + 6 graduate credit hours + regularly assigned graduate student advising.

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

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

Any work exceeding the above patterns is considered Overload. No more than one overload per semester is allowed, unless approved by the appropriate Dean, whose decision not to approve can be appealed to the VPAA. Overloads of three or more per semester may only be approved by the VPAA.

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

(a) In order to achieve the University’s goals of (1) excellence in teaching and (2) small, intimate classes that promote retention, class sizes will generally be limited.

The class cap size cannot exceed 25 students per class, excepting (1) Freshman English Composition courses, the caps for which are 18 students and (2) remedial English and Math courses, the caps for which are 15 students. This applies to all courses taught at all
locations whether face to face or any other mode of instruction.

(b) Professional duties may be assigned in lieu of normal teaching workload or professional library duties by the VPAA in consultation with the School Dean and the appropriate Department Chair or Library Director and with the consent of the Faculty member.
(c) As a part of their full time workload, faculty may be required to teach a course delivered partially or completely online. Faculty must be given sufficient time to be trained in the course platform used. In addition, in cases where SACS mandates as part of a Faculty member’s fulltime workload can be met, or in cases where a Faculty member does not have a sufficient course load on campus to meet his or her fulltime obligations through an assignment by the VPAA or Dean, the Faculty Member may be asked to teach a campus-based Weekend and Evening course. The Faculty may be assigned to teach at another School or Continuing Education Center by mutual consent.

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

(e) A Faculty member assigned to teach at a location more than 50 miles from the
University campus will be compensated at a rate of $1,000 per course.

(f) Except in cases of University need, the University will not require the overload teaching assignment, if the Faculty member does not desire it. Cases of need include:

i. To meet SACS mandated requirements regarding the 25 percent rule.

ii. To meet SACS mandated requirements regarding faculty credentials.
iii. Where the administration demonstrates that an unexpected increase in enrollment occurred after August 1st or after January 5th of each academic year, that prevent the Department Chair, School Dean or VPAA from hiring a SACS qualified adjunct Faculty members.

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

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

(h) Directed studies and Independent studies shall be assigned with the mutual consent of the Faculty member and the School Dean. Directed studies are not normally a part of the teaching load.
(i) **Librarians:** Librarians are normally paid for a 40-hour week, of which thirty-five (35) hours are assigned for library duties. The additional five (5) hours are to be spent pursuing professional development activities at the librarian’s discretion. Librarians are appointed for at least nine (9), ten (10) or twelve (12) month annual contract.
With their approval, Faculty Librarians may be assigned to teach up to three (3) academic credits per semester. Faculty Librarians may also request a teaching assignment of up to three (3) academic credits per semester, subject to the approval of the Library Director.

In all cases, each credit hour taught will be in lieu of 3.33 hours of normal professional responsibilities.

Section 4Internships, Applied Music, and Art Studio Courses

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

(b) Art Studio Courses: Art studio courses will be credited to the Faculty member as one (1) credit for each two (2) studio hours.

Section 5. Tutoring and Lab Courses

(a) Tutoring: Tutoring is not a faculty member function except as a necessary extension of teacher/student contact in teaching academic courses. Should a Faculty member be assigned tutoring duties, six tutoring hours shall be the equivalent of one three-credit hour course.
(b) **Department of Mathematics and Science:** One lecture hour per week shall equal one credit hour; each hour of laboratory per week shall be credited as 1 credit hour.
Section 6. Advising/Office Hours

(a) The School Deans shall assign School Faculty members duties as academic advisors. Assignments will be made on a reasonable and equitable basis, taking into account the needs and the interests of the School, department, students, and Faculty member.

(b) Faculty members shall maintain a minimum of ten (10) office hours, six (6) of which shall be posted. The non-posted hours may be used for class preparation, professional and scholarly growth, and institutional and community service. When necessary, Faculty shall be available to meet with students during non-posted office hours.

(c) Faculty members perform two primary kinds of advising. First, they work with students to help them better understand specific course and/or curricular requirements. In addition, faculty members advise students regarding the professions and professional schools (law, business, health professions, graduate programs of all types) and employment and life goals.

Section 7. University Functions

(a) All Faculty members shall attend all general faculty meetings and be given
reasonable notice of same.

(b) Faculty members shall participate in graduation ceremonies and other officially designated University functions not to exceed three, including graduation, in number during any academic year. Faculty members shall wear full academic regalia for these functions.
(c) Faculty members shall attend all scheduled School and Department meetings, provided reasonable notice is given by the School Dean or Department Chairs, or the Director of Library Services.

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

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

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

The academic calendar includes the following breaks when classes will not be held: Fall Break, Thanksgiving Student Break, Christmas Break beginning after final grades are due.
and ending five (5) working days prior to the first day of class in the Spring semester,  

Spring Break as defined by the University Student Calendar, and Good Friday. The  

University shall not require Faculty to carry out work assignments during said breaks  

except in highly unusual circumstances.
ARTICLE 15

FRINGE BENEFITS AND LEAVES

Section 1. Payroll Deduction for Dues
The University shall provide payroll deduction service for UFSLU dues in accordance with Article 3.

Section 2. Health Benefits
The University shall contribute a minimum of $550 a month (including HRA contributions) towards the total premium charged for each individual Faculty member’s health insurance during the term of this Agreement. The University and faculty members shall equally share any health insurance premium increases during the term of this Agreement.

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

Section 3. Other Fringe Benefits
The University shall continue to offer the following additional fringe benefits, subject to plan terms and policy provisions as may vary from time to time: group life insurance, short and long term disability, tuition remission, adoption assistance, and other benefits commonly available to University employees, except where expressly modified or limited by this Agreement.
Section 4. Leave Benefits for Librarians

Librarians are full time Faculty members who work nine (9), ten (10), or twelve (12) month contracts. Leave shall accrue according to the following schedule:

Nine (9) month and ten (10) month contracts: Forty (40) hours personal leave will be accrued at the beginning of each academic year on August 16th, for use during the academic year. Sick leave shall accrue at the rate of four (4) hours per pay period for the nine (9) month contract period. Days off for personal or sick leave shall be reported by the submission of an Employee Leave Authorization Form to Payroll prior to the leave being taken or, in the case of sick leave, immediately upon return from leave period.

Unused personal leave at the end of the contract work period will not be carried over to the next academic year. Sick leave will continue to accrue to a maximum of ninety-six (96) hours. The eligibility period for using Personal and Sick Leave shall be limited to the nine (9) month or ten (10) month work period, as applicable.

Twelve (12) month contracts: Vacation leave will be accrued at the rate of eight (8) hours per pay period. Sick leave will be accrued at the rate of four (4) hours per pay period.
beginning upon the completion of ninety (90) days of continuous employment. Sick leave will continue to accrue to a maximum of ninety-six (96) hours.

Vacation time must be approved in advance. Leave shall be reported by the submission of an Employee Leave Authorization Form to Payroll prior to the leave being taken or immediately upon return from leave period. Vacation leave will accrue on a semi
monthly basis. The maximum allowable carryover for each fiscal year is 264 hours.

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

Section 5. Retirement Funds

The University will continue to contribute an amount equal to a percentage of each Faculty member’s salary to a retirement fund. Conditioned upon the Faculty member’s written agreement to contribute, the University will match the contribution as follows:

<table>
<thead>
<tr>
<th>Faculty Contribution</th>
<th>University Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1%</td>
<td>3%</td>
</tr>
<tr>
<td>2%</td>
<td>4%</td>
</tr>
<tr>
<td>3%</td>
<td>5%</td>
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<tr>
<td>4%</td>
<td>6%</td>
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<td>8%</td>
<td>8%</td>
</tr>
<tr>
<td>8.5%</td>
<td>8.5%</td>
</tr>
<tr>
<td>10.0%</td>
<td>9.0%</td>
</tr>
</tbody>
</table>
The Faculty member may make changes to the retirement contribution amounts with reasonable written notice using the proper process at any time, subject to IRS regulations and the Saint Leo University Defined Contribution Retirement Plan. So long as the above University contribution schedule is maintained, the University, in consultation with the Union, may make changes to the Saint Leo University Defined Contribution Retirement Plan as needed to meet IRS requirements, to avoid failing nondiscrimination
testing (including initiating auto enrollment for new hires), to control plan fees and costs,
and to otherwise foster and promote the proper administration of the Plan.

Section 6. Sick Leave

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

Community Share Sick Leave Donor Program – Members eligible to receive Short Term Disability or a form of FMLA for which sick leave could be used if available may apply for additional sick leave benefits under the Community Share Sick Leave Program. The Community Share Program is a volunteer program supported by donated sick leave from employees who contribute to an individual employee’s request to bridge the shortfall of accrued leave and the limitations of the Short Term Disability coverage. An employee
may request and receive up to a maximum of thirty donated days of Community Share
time to cover the STD eligibility period, or to cover qualifying FMLA up to the same
amount as would have been needed for the STD eligibility period. Employees who
donate sick leave time cannot recover unused periods. Unused donated Community
Share time remaining at the end of an employee’s STD period will not be allowed to be
carried over for use in subsequent STD periods or any other period by that employee.
The Community Share program is supported entirely by donations of employees and will
be administered by the University and include responsibility for community notifications, requests for donations, and reconciliation of donations and use.

Section 7. Military Leave

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

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

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

(a) Disability Leave: The University provides short-term disability (STD) and long-term
disability (LTD) coverage for Faculty who have a medical illness, injury or condition which requires and extended disability leave. STD and LTD programs are operated in accordance with applicable policies and plan terms available from Human Resources.

STD may be supplemented through the Community Share Sick Leave Program where the employee receives donated sick leave time in the absence of accrued leave (see Section 6, Sick Leave).
(b) **Parental Leave:** One full semester of unpaid parental leave will be granted upon request for birth or adoption of a child. The Faculty member must request this leave in advance of the beginning of the term/semester to the Division Dean through the Department Chair so that Faculty responsibilities will be adequately covered. Parental leave must be completed within one year of the birth or adoption. If this occurs at mid-semester, the Faculty member may be assigned non-teaching duties, or at her/his option, be placed on leave without pay until the end of the semester.

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

**Section 9. Leave Without Pay**
A leave of absence without pay may be granted by the VPAA with the approval of the President of the University upon a favorable recommendation by the appropriate Dean or Director of Library Services. A leave of absence without pay may be granted for formal study, research, scholarly pursuit, family leave, parental leave, extended illness, or other reasons the University deems to be in the best interest of the University and of the Faculty member.
Ordinarily, permission for a leave without pay shall be requested one semester before the semester when it is to begin. Permission shall normally be granted for only one year.

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

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

Section 10. Emergency Leave
Faculty members shall, at the discretion of the University, be granted leave for personal reasons, including bereavement. Such leave shall not be unreasonably denied.

Bereavement leave shall be granted for up to five (5) business days for the death of a member of the Faculty member's immediate family. Immediate family shall be defined
to include spouse, child, brother, sister, parent, grandparent, grandchild, and other
permanent household residents.

The Faculty member shall notify the Department Chair or Director and the appropriate
Dean of the need for such leave as soon as practical.

Section 11. Faculty Employment Phase-Out

Full-time, tenure-tracked faculty may elect to retire, with the approval of the VPAA, from
University service through a two year Phase-Out plan. The requirements for eligibility
are:

1. The faculty member must reach at least age 62 within the academic year prior to
taking Phase-Out and have 18 years of combined full-time service at Saint Leo
University as a faculty member, or the faculty member must reach at least age 65
within the academic year prior to taking Phase-Out and have 15 years of
combined full-time service at Saint Leo University as a faculty member.

2. The faculty member must notify his/her department chair or Dean in writing by
January 15 of their intention to utilize the Phase-Out.
The Phase-Out plan provides that eligible faculty shall get a one-course per semester relief during the first year of Phase-Out and remain responsible for all other duties required of faculty. In the second year of Phase-Out, faculty will have a two-course semester relief and remain responsible for all other duties required of faculty except for the requirement to serve on committees. In year two of Phase-Out, faculty may serve on committees, if he/she chooses. Absent extraordinary circumstances as approved by the
VPAA, a faculty member is not eligible for sabbatical or course overload during Phase Out. Under Phase Out, the faculty member electing Phase Out is automatically retired effective at the end of the second academic year of Phase Out.

Section 12. Required Changes

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

ARTICLE 16

MANAGEMENT RIGHTS

Section 1. University Rights

By this Agreement, the University and UFSLU have agreed to certain limitations to the management prerogatives of the University. However, it is the intention of the parties that the University shall retain all of its legal rights and privileges except those, which it has agreed to limit by the express and specific terms of this Agreement.
Nothing in this Agreement shall be construed to limit or impair the rights of the University to exercise its own exclusive discretion on all of the following matters without prior negotiation with UFSLU and without being subject to the grievance and arbitration procedures of this Agreement except as specifically and expressly provided for elsewhere in this Agreement:
(a) To manage the University and exercise sole, exclusive control and discretion over the organization of the University and its operations thereof;

(b) To determine the goals, purposes, and functions of the University;

(c) To perform those duties and exercise those responsibilities which are assigned to it by law.

(d) To determine and adopt such policies and standards, rules, and regulations as are deemed by it necessary for the efficient operation and general improvement of the University system;

(e) To select management, supervisory, administrative, instructional, and other personnel;

(f) To appoint, terminate, define workload, compensate, establish standards of performance, and otherwise direct the performance of a Department Chair or Graduate Program Director in those roles;

(g) To determine the University curriculum in accordance with the Criteria for accreditation of the Southern Association of Colleges and Schools Commission on Colleges and as set forth by any applicable state or federal regulatory agencies and the by-laws, policies and procedures to be established by the Governance Committee;
(h) To direct the workforce, and in accordance with the provisions of this Agreement to hire, promote, reappoint, grant leaves, and terminate or take other disciplinary action against a Faculty member for just cause; and

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

Section 2. Interpreting Agreement
In interpreting this Agreement, there shall be absolute and complete regard for the rights, responsibilities, and prerogatives of management, and this Article shall be so construed that there shall be no interference with or restrictions on such rights, responsibilities and prerogatives except as it may be expressly limited in this Agreement.

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

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

[Signature Page Follows]
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,

have entered into this Agreement on June 6, 2013, with the Article 13, Section 1 salary

increases effective February 16, 2013. No other provision provides for retroactivity.

SAINT LEO UNIVERSITY, INC.

By: ________________________________

Name: Arthur F. Kirk, Jr.

Title: President, Saint Leo University

Witness:

By: ________________________________

Name: Jeanne Plecenik

Title: Vice President for Business Affairs and CFO

THE UNITED FACULTY OF SAINT LEO UNIVERSITY

UNITED FACULTY OF FLORIDA, AFFILIATED WITH

THE NATIONAL EDUCATION ASSOCIATION

By: ________________________________
Name: Doris Van Kampen-Breit

Title: President, United Faculty of Saint Leo University

Witness:

By: ____________________________

Name: Jeanne Plecenik

Title: Vice President for Business Affairs and CFO