

entitled to one (1) free copy of any material in the evaluation file. Additional copies may be obtained by the employee upon the payment of a reasonable fee for photocopying. A person designated by the employee may examine that employee's evaluation file with the written authorization of the employee concerned, and subject to the same limitations on access that are applicable to the employee.

11.3 Indemnification. The UFF agrees to indemnify and hold the University, its officials, agents, and representatives harmless from and against any and all liability for any improper, illegal, or unauthorized use by the UFF of information contained in such evaluation files.

11.4 Use of Evaluative Materials. In the event a grievance is filed, the University, UFF grievance representatives, the arbitrator, and the grievant shall have the right to use, in the grievance proceedings, copies of materials from the grievant's evaluation file.

11.5 Anonymous Material. There shall be no anonymous material in the evaluation file except for numerical summaries of student evaluations that are part of a regular evaluation procedure of classroom instruction and/or written comments from students obtained as part of that regular evaluation procedure. If written comments from students in a course are included in the evaluation file, all of the comments obtained in the same course must be included.

11.6 Peer Committee Evaluations. Evaluative materials, or summaries thereof, prepared by peer committees as part of a regular evaluation system, may be placed in an evaluation file when signed by a representative of the committee.

11.7 Removal of Contents. Materials shown to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance.

11.8 Limited Access Information. Pursuant to Florida Statute 1012.91, information reflecting academic evaluation of employee performance shall be available for inspection only by the employee, the employee's representative, University officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, those investigating the possibility of discrimination or retaliation, arbitrators or others engaged by the parties to resolve disputes, and others by court order. However, such limited access status shall not apply to summary data, by course, for the common "core" items contained in student course evaluations, which have been selected as such by the University and made available to the public on a regular basis.

Article 12 (TA 11/30/2012)

ARTICLE 12

NON-REAPPOINTMENT

12.1 No Property Right. No appointment or assignment shall create any right, interest, or expectancy in any other appointment or assignment beyond its specific terms, except as provided in Articles 8, 13, and 15.

12.2 Notice.

(a) Employees in Academic and Professional (A&P) positions whose employment the University intends to terminate are entitled to written notice depending on their length of continuous University service, as follows:

- (1) With less than six months continuous university service, two weeks;
- (2) With six or more months but less than one year of continuous university service, one month;
- (3) With one year or longer but less than two years of continuous university service, three months;
- (4) With two or more years of continuous university service, six months.

(b) Employees who are on multiyear appointments who will not be offered further appointment are entitled to the following written notices:

(1) For employees in their first three (3) years of continuous University service, twelve months if the employee:

- (i) will not be continued in his or her multiyear appointment; or
- (ii) will not be given another appointment.

(2) For employees with three (3) or more years of continuous University service, notice will be given twelve months before expiration of the multiyear appointment term if the appointment will not be renewed.

(c) Employees who are on "soft money" (e.g., contracts and grants, sponsored research funds, and grants and donations trust funds) are entitled to the following written notice if they will not be offered further appointment:

(1) For employees in their first five (5) years of continuous University service, no notice need be provided and the following statement shall be included in their employment agreements:

"Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.";

(2) For employees who had five (5) or more years of continuous University service as of June 30, 1991, one year;

(3) For other employees with five (5) or more years of continuous University service, ninety (90) days' notice shall be provided contingent upon funds being available in the contract or grant.

(d) Employees who are appointed for less than one (1) academic year, who are appointed to a visiting appointment, or who are employed in an auxiliary entity are not entitled to notice that they will not be offered further appointment, and the following statement shall be included in their employment agreements: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required."

(e) Employees not described in (a), (b), (c), and (d) above are entitled to the following written notice if they will not be offered further appointment:

(1) For employees in their first two (2) years of continuous University service, one full semester (or its equivalent, 19.5 weeks, for employees appointed for more than an academic year);

(2) For employees with two (2) or more years of continuous University service, notice will be given by May 7 if employment will not be renewed after the next academic year (e.g., notice given by May 7, 2014 means no appointment in the 2015-2016 academic year).

(3) The provision of notice under this section does not provide rights to a summer appointment beyond those provided in Article 8. Summer is not a semester for purposes of this Section.

(f) An employee who is entitled to written notice of non-reappointment in accordance with the provisions of Section 12.2 who receives written notice that the employee will not be offered further appointment shall be entitled, upon written request within twenty (20) days following receipt of such notice, to a written statement of the basis for the decision not to reappoint. Thereafter, the president or representative shall provide such statement within twenty (20) days following receipt of such request. All such notices and statements are to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

12.3 Grievability. An employee who receives written notice of non-reappointment may, according to Article 20, contest the decision because of an alleged violation of a specific term of the Agreement or because of an alleged violation of the employee's constitutional rights. Such grievances must be filed within thirty (30) calendar days of receipt of the statement of the basis for the decision not to reappoint pursuant to Section 12.2(f), or receipt of the notice of non-reappointment if no statement is requested.

12.4 Non-Reappointment Considerations. If the decision not to reappoint was based solely upon adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs, or functions, and/or curtailment or abolition of one or more programs or functions, the University shall take the following actions:

(a) Make a reasonable effort to locate appropriate alternative or equivalent employment within the University.

(b) If that effort is not successful, the employee shall have recall rights as set forth in Article 13.

12.5 Resignation. An employee who wishes to resign has the professional obligation, when possible, to provide the University with sufficient notice to avoid scheduling and classroom disruptions or, where the employee does not have an instructional assignment, one full semester's notice. Upon resignation, all consideration for tenure and reappointment shall cease.

Article 13 (TA 10/5/2012, no changes from white (handshake) book)

ARTICLE 13

LAYOFF AND RECALL

13.1 Layoff Notification.

(a) Layoff. When a layoff is to occur as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions; the University shall notify the local UFF Chapter and the UFF state office no less than thirty (30) days prior to taking such action. UFF may request a consultation with the president or president's representatives pursuant to Article 2 during this period to discuss the layoff.

(b) Layoff Unit. The layoff unit may be at an organizational level of the University, such as a campus, division, college/unit, school, department/unit, area, program, or other level of organization as the University deems appropriate.