

**ARTICLE 3 [2016-2017]**  
*[supersedes earlier versions, including 2015-2018]*  
**UFF PRIVILEGES**

**3.1 Use of Facilities and Services.** Subject to the rules and policies of the University, the UFF shall have the right to use University facilities for meetings and to use all other services of the University on the same basis as they are generally available to University-related groups and organizations. For purposes of this Agreement, University-related groups and organizations are groups that are directly related to University operations or the University community and that may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, and direct support organizations.

**3.2 Communications.**

(a) UFF may post bulletins and notices relevant to its position as the collective bargaining agent on at least one bulletin board per building where employees have offices. Specific locations within a building shall be mutually selected by the University and the local UFF Chapter. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the University after having been posted for a period of sixty days. In addition, such bulletin boards may not be used for election campaigns for public office.

(b) The University will place a link to the UFF web site at [www.collectivebargaining.ucf.edu](http://www.collectivebargaining.ucf.edu).

**3.3 Leave of Absence -- Union Activity.**

(a) At the written request of the UFF, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time unpaid leave of absence for the academic year shall be granted to up to two employees designated by the UFF for the purpose of carrying out UFF's obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to one employee for the entire summer term, upon written request by the UFF provided no later than March 15 of the preceding academic year. Upon the failure of the UFF to provide the University with a list of designees by the specified deadlines, the University may refuse to honor any of the requests which were submitted late.

(b) No more than two employees from any college/unit, nor more than one employee per fifteen employees per department/unit, shall be granted such leave at any one time.

(c) The UFF shall reimburse the University for the employee's fringe benefits.

(d) Employees on leave under this paragraph shall be eligible to receive salary increases in accordance with the provisions of Article 17.

(e) An employee who has been granted leave under this Article for four consecutive academic years shall not again be eligible for such leave until one academic year has elapsed following the end of the leave. One employee, designated by the UFF, shall be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the University upon prior written request by the UFF.

(f) The University shall not be liable for the acts or omissions of said employees during the leave and the UFF shall hold the University harmless for any such acts or omissions, including the cost of defending against such claims.

(g) An employee on such leave shall not be evaluated for this activity nor shall such activity be considered by the University in making personnel decisions.

**3.4 Released Time.**

(a) The University agrees to provide released time each calendar year to full-time employees designated by the UFF for the purpose of carrying out the UFF's obligations in collective bargaining negotiations, contract enforcement and grievance representation. The Parties will take coordinated action to

51 facilitate an adequate and mutually convenient bargaining schedule. A maximum of five units of released  
52 time shall be granted during each spring and fall semester and four units in each summer session. The UFF  
53 may designate employees to receive released time during the year subject to the following conditions:

54 (1) A maximum of three released time units per semester shall be granted to employees in  
55 any one college.

56 (2) The UFF shall provide the University with a list of designees for the academic year no  
57 later than May 1 of the preceding academic year. Substitutions for the spring semester shall be made upon  
58 written notification submitted by the UFF to the University no later than November 1.

59 (3) Released time shall not become part of the status quo.

60 (b) Each "unit" of released time shall consist of a reduction in teaching load of one course per fall  
61 or spring semester for instructional employees or, for non-teaching employees, a reduction in workload of  
62 ten hours per week, which shall include a 25% reduction in assigned duties. One unit of released time may be  
63 used during the summer term at a rate of 12.5% of the employee's nine-month salary and shall be considered  
64 the equivalent of one summer term course's FTE for instructional employees. For non-teaching twelve-  
65 month employees, one unit of summer released time shall include a reduction in workload of ten hours per  
66 week, which shall include a 25% reduction in assigned duties.

67 (c) Released time shall be used only by members of UFF's designated collective bargaining team  
68 and by the UFF's designated grievance representatives, at the University or state level, and shall not be used  
69 for lobbying or other political representation.

70 (d) Employees who are on leave of any kind shall not be eligible to receive released time.

71 (e) Upon the failure of the UFF to provide a list of designees by the specified deadlines, the  
72 University may refuse to honor any released time requests that were submitted late. Substitutions submitted  
73 after the November 1 deadline shall be allowed at the discretion of the University.

74 (f) An employee who has been granted released time for either or both semesters during four  
75 consecutive academic years shall not again be eligible for released time until two academic years have  
76 elapsed following the end of the fourth academic year in which such released time was granted.

77 (1) As an exception to this limitation, three employees designated by the UFF shall be  
78 eligible for released time for responsibilities at the UFF state level for one additional year. These employees  
79 shall not again be eligible for released time until two academic years have elapsed following the end of the  
80 fifth academic year of released time. These employees shall be identified by the UFF no later than May 1 of  
81 the preceding academic year; substitutions may be approved by the University at its discretion.

82 (2) One employee, designated by the UFF, shall be exempt from the released time  
83 limitations of Article 3.4(f). Other exceptions may be granted at the discretion of the University upon prior  
84 written request by the UFF.

85 (g) Employees on released time shall be eligible for salary increases on the same basis as other  
86 employees. Their released time activities shall not be evaluated and the University shall not use such activity  
87 against the employee in making personnel decisions.

88 (h) Employees on released time shall retain all rights and responsibilities as employees but shall  
89 not be considered representatives of the University for any activities undertaken on behalf of the UFF. The  
90 UFF agrees to hold the University harmless for any claims arising from such activities, including the cost of  
91 defending against such claims.

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**ARTICLE 8**  
***APPOINTMENT***

5 **8.1 Policy.** The University shall exercise its authority to determine the standards, qualifications, and  
6 criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In  
7 furtherance of this aim, the University shall

- 8 (a) advertise such appointment vacancies, receive applications and screen candidates therefore,  
9 and make such appointments as it deems appropriate under such standards, qualifications, and criteria;  
10 (b) identify and seek qualified and diverse candidates for vacancies and new positions; and  
11 (c) continue to support spousal hires.  
12

13 **8.2 Advertisement of Vacancies.** Bargaining unit vacancies shall be advertised through appropriate  
14 professional channels. Employees of lower or equivalent ranks, and employees who are local residents shall  
15 not, in the hiring process, be advantaged or disadvantaged for that reason. Prior to making the decision to  
16 hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider  
17 recommendations which have resulted from the review of candidates by employees in the department/unit.  
18

19 **8.3 Employment Agreement.** All appointments shall be made on a University employment agreement  
20 and signed by the president or representative and the employee. The University may enclose informational  
21 addenda, except that such addenda shall not abridge the employee's rights or benefits provided in this  
22 Agreement. The University employment agreement shall contain the following elements:

- 23 (a) Date;  
24 (b) Professional Classification System title, class code, rank, and appointment status;  
25 (c) Principal place of employment;  
26 (d) Employment unit (e.g., department, college, institute, area, center, etc.);  
27 (e) Length of the appointment;  
28 (f) A statement that the position is (1) tenured, (2) non-tenure earning, (3) tenure-earning  
29 (specifying prior service in another institution to be credited toward tenure, where applicable), or (4)  
30 multiyear/non-tenure earning;  
31 (g) Percent of full time effort (FTE) assigned;  
32 (h) Salary;  
33 (i) Budget entity;  
34 (j) The following statement, if the appointment is not subject to the notice provisions of Article  
35 12: "Your employment under this agreement will cease on the date indicated. No further notice of cessation  
36 of employment is required."  
37 (k) Special conditions of employment, including what part, if any, of the salary is provided as a  
38 temporary salary adjustment (stipend) subject to the terms of Section 8.4;  
39 (l) A statement that the appointment is subject to the Constitution and laws of the State of Florida  
40 and the United States, the regulations of the University, and this Agreement;  
41 (m) A statement that the employee's signature on the employment agreement shall not be deemed  
42 a waiver of the right to process a grievance with respect thereto in compliance with Article 20;  
43 (n) The statement: "The University of Central Florida is an equal opportunity employer.  
44 University policy and regulation prohibit discrimination against or harassment of any employee based upon  
45 age, disability, gender identity or gender expression, genetic information, marital status, national origin,  
46 political affiliation, race or color, religion, sex, sexual orientation, or veteran status, or employee rights  
47 related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the  
48 University may be presented as grievances pursuant to Article 20, Grievance Procedure."  
49 (o) A statement informing the employee of the obligation to report outside activity, conflict of  
50 commitment, and conflict of interest under the provisions of Article 19 of the Agreement; and

51 (p) The statement: "If you have not been provided with a copy of the BOT/UFF Collective  
52 Bargaining Agreement, notify your supervisor and you will be given one. A copy may also be found at  
53 <http://www.collectivebargaining.ucf.edu/>."

#### 54 55 **8.4 Change in Appointments.**

56 (a) An employee serving on a calendar year appointment may request an academic year  
57 appointment. Similarly, an employee serving on an academic year appointment may request a calendar year  
58 appointment. The president or representative shall carefully consider such requests, although staffing  
59 considerations and other relevant University needs may prevent their being granted.

60 (b) Effective August 8, 2009, if a calendar year appointment includes a temporary salary  
61 adjustment (stipend), the employment agreement shall specify what part if any of the stipend shall be  
62 included in salary calculations when converting from a calendar year to an academic year appointment. In  
63 the absence of a statement on the employment agreement stating otherwise, all stipends shall be included  
64 when converting an employee's salary from a calendar year to an academic year appointment or vice versa.

65 (c) Upon approval by the president or the president's representative, and assuming that the  
66 assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by 81.82  
67 percent when changing from a calendar year to an academic year appointment or by 133.3 percent when  
68 changing from an academic year to a calendar year appointment. For an employee whose appointment was  
69 previously changed from an academic year to calendar year appointment at a salary adjustment other than  
70 133.3 percent or from a calendar year to academic year appointment at a salary adjustment other than 81.82  
71 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary  
72 adjustment.

#### 73 74 **8.5 Appointment Types.**

75 (a) Appointments may be offered on a tenured, tenure-earning, or non-tenure-earning basis.

76 (b) The ranks assistant professor, associate professor, and professor shall be provided to  
77 employees who have tenured or tenure-earning appointments except under the following circumstances:

78 (1) When an employee holding one of these ranks is placed on a terminal contract, the  
79 employee's rank will be retained for the duration of that contract;

80 (2) Up to five untenured, non-tenure earning employees appointed annually whose rank is  
81 specifically approved by the president or president's representative;

82 (3) Individuals who have officially retired from universities or other organizations who  
83 are least 55 years of age;

84 (4) Tenured employees who decide to give up their tenured status to take advantage of  
85 whatever incentives might be offered by such an appointment;

86 (5) Individuals who have held the rank of professor for at least seven years at an  
87 institution of higher education;

88 (6) Employees with the prefix visiting, provisional, courtesy, clinical, or research  
89 appended to the rank of assistant professor, associate professor, or professor; and

90 (7) Non-tenure earning employees whose rank, as of the date of ratification of this  
91 Agreement, violates the preceding provision.

92 (c) Non-tenure-earning multiyear renewable appointments of two to five year duration may be  
93 offered. Such appointments shall not be provided to employees with the ranks of assistant professor,  
94 associate professor, or professor except under the circumstances of 8.5(b)(2) through 8.5(b)(7), but shall not  
95 be offered to visiting, research, or provisional employees.

96 (d) Visiting Appointments. A visiting appointment is one made to a person having appropriate  
97 professional qualifications but not expected to be available for more than a limited period, or to a person in a  
98 position which the University does not expect to be available for more than a limited period. A visiting  
99 appointment, or a sequence of visiting appointments (i.e., an initial appointment followed by another visiting  
100 appointment) may not exceed a total of four years. Similarly, a non-renewable (non-searched) appointment  
101 may not exceed a total of 12 months.

## 8.6 Supplemental Summer Appointments.

(a) Policy. Supplemental summer appointments, when available, shall be offered equitably and as appropriate to qualified employees, not later than five weeks prior to the beginning of the appointment, if practicable. Course offerings and summer assignments will be made taking into consideration programmatic needs, student demand, and budget availability. The criteria shall be made available in each department or unit.

(b) Compensation. Compensation for summer employment shall be twelve and one half percent (12.5%) of the employee's 9-month base salary for the first three credit hours of summer assignment, including teaching, research, and service; twelve and one half percent (12.5%) of the employee's 9-month base salary for the second three credit hours of summer assignment, including teaching, research, and service; and eight percent (8.0%) of the employee's 9-month base salary for the third three credit hours of summer assignment, including teaching, research, and service. Courses of greater or fewer than three credit-hours shall be prorated. Supplemental summer assignments, like those for the fall and spring semesters, include the normal activities related to such an assignment as defined by the department/unit and the nature of the course, including office hours, course preparation, curriculum development, lectures, evaluation of student efforts, academic advising, research, and department, college, and University committee meetings. Supplemental summer appointments also include activities such as thesis or dissertation supervision, directed individual studies, and/or supervision of student interns.

(c) When an employee is not provided a supplementary summer appointment, the employee is not obligated to perform any normal duty or activity for the university during the summer.

(d) Supplemental summer appointments shall be made in accordance with Section 1012.945, Florida Statutes (the "twelve hour law").

**8.7 Overload Appointments.** Overload compensation is defined as compensation for any duties in excess of a full appointment (1.0 FTE). Available overload compensation appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection. Courses of greater or fewer than three credit hours shall be prorated.

(a) An employee's overload compensation for teaching a three credit hour course in a premium tuition program shall be eleven and one half percent (11.5%) of the mean academic year salary of the tenured and tenure-earning employees in the employee's department/unit.

(1) If the employee's department/unit does not offer tenure, the compensation for a three credit hour course shall be eleven and one half percent (11.5%) of the mean 9-month salary of the faculty pay plan employees in the department/unit.

(2) The calculation of mean salary shall be as follows. For a course that begins during the fall, spring, or subsequent summer of an academic year, compensation shall be based on the employees in the unit and their salary rates as of January 1st of the previous academic year. Any 12-month employee salaries will be multiplied by 81.82 percent to obtain an academic year salary.

(b) Compensation for overload appointments for instruction other than those described in 8.7(a) shall be no less than the adjunct rate for the employee's department, unit, or college.

**8.8 Study Abroad Appointments.** Available study abroad appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection. An employee shall not be coerced to accept such an appointment or harmed for rejecting an offer for such an appointment. Study abroad programs may be offered as follows:

(a) During the summer term(s).

(b) During the fall or spring semester.

(c) During the spring extended semester. The spring extended semester may continue until three days before the start of classes for the summer term(s).

151 (d) Training. An employee shall attend appropriate training prior to participating in a study  
152 abroad program. This training shall include written instructions regarding the employee's responsibilities for  
153 students who are participating in the study abroad program.

154 (e) Compensation. The minimum number of students required to offer a study abroad program  
155 (referred to in this section as "the minimum") shall be determined and put in writing in advance of allowing  
156 enrollment in the program. Employees shall be compensated as follows:

157 (1) All employees serving in study abroad programs shall receive travel, housing, and  
158 expense reimbursement defined in the program budget at rates established by the State of Florida or, at rates  
159 established in advance, in writing, by the University;

160 (2) For any course that meets the minimum and in which the course content is delivered  
161 by a 9-month employee during the summer, the employee shall receive a supplemental summer appointment  
162 for one course. The University may provide a supplemental summer appointment for the employee even if  
163 the program does not meet the minimum, as long as such decisions are made on an equitable basis, based on  
164 programmatic needs.

165 (3) For any course in which the course content is delivered by an instructor other than the  
166 9-month employee during the summer (for example, an instructor associated with an institution in the host  
167 country), but the employee is listed as "Instructor of Record," is traveling with students, and has  
168 administrative duties such as recording grades, overseeing excursions, dealing with any food, lodging, or  
169 transportation issues, supervising students, etc., the employee shall receive a stipend of \$1,500.00.

170 (4) If a 9-month employee is teaching more than one course in a single summer study  
171 abroad program, and one or more of those courses does not meet the minimum, the department chair or unit  
172 head may combine the course enrollments in order to meet the minimum. In such a case, the employee shall  
173 receive a supplemental summer appointment for the number of courses the student enrollment would allow,  
174 given the minimum. For example, if the minimum is twenty, the program includes two courses, and fourteen  
175 students enroll producing the equivalent of twenty-eight students in one course, the employee will receive a  
176 supplemental summer appointment for one course. As another example, if the minimum number of students  
177 is twenty, the program includes three courses, and fourteen students enroll producing the equivalent of forty-  
178 two students in one course, the employee will receive a supplemental summer appointment for two courses.

179 (5) If the maximum size of a study abroad program is limited by the nature or location of  
180 the program, if a 9-month employee chooses to take a smaller number of students, or if the minimum is not  
181 met but the employee still wishes to lead the program, the 9-month employee may volunteer in writing to opt  
182 out of receiving any summer supplemental compensation other than travel, housing, and pre-determined  
183 expense reimbursement.

184 (6) If a 9-month employee is teaching a credit-bearing course in a study abroad program  
185 during the fall or spring semester, or a spring extended semester, the appointment shall either be a part of the  
186 employee's in-load assignment or taught on an overload basis. If the course is taught on an overload basis,  
187 the employee shall be compensated according to 8.7(b).

188 (7) If a 12-month employee is teaching a credit-bearing course in a study abroad program,  
189 the appointment shall either be a part of the employee's in-load assignment or taught on an overload basis. If  
190 the course is taught on an overload basis, the employee shall be compensated according to 8.7(b).

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192 **8.9 Reclassification of an Employee to a Non-Unit Classification.** Employees shall be provided  
193 written notice fourteen days in advance, where practicable, when the University proposes to reclassify the  
194 employee to a classification that is not contained in the bargaining unit. The University will notify the local  
195 UFF Chapter of such a proposed reclassification within a reasonable period after the department/unit  
196 recommends such a reclassification to Academic Affairs. The employee may request a review of such action  
197 consistent with the provisions of Article 28. The UFF may discuss such action pursuant to Article 2,  
198 Consultation.



47 (1) Eligibility. For the 2016-2017 year, an employee is eligible under this Section  
48 if he or she received an *Above Satisfactory* or *Outstanding* on his or her most recent annual  
49 evaluation, has had no break in service between May 7, 2016 and the implementation date, and is  
50 still employed in unit at the University on the date of BOT ratification.

51 (2) Distribution. The merit salary increases for eligible employees shall be  
52 calculated as a percentage of their base salary. Such increases shall be distributed proportionately to  
53 those employees whose most recent annual evaluations are *Above Satisfactory* or *Outstanding* in a  
54 ratio of 1.0 for *Above Satisfactory* and 1.7 for *Outstanding*.

55 (d) Equity Increases. Effective December 16, 2016, for the 2016-2017 year, the  
56 University shall provide an amount equal to one-fifth of one percent (0.20%) of the total base salary  
57 of all E&G employees as of August 12, 2016 to all regular, clinical, research, non-visiting  
58 employees whose August 12, 2016, 1.0 FTE base salary was less than \$45,000 for those with a  
59 Ph.D. or equivalent terminal degree, or less than \$42,000 for all others or whose 12-month salary  
60 was less than \$60,000 for those with a Ph.D. or equivalent degree or less than \$56,000 for all others.  
61 Equity increases shall be distributed proportionately to the difference between the employee's  
62 August 12, 2016 salary and the thresholds above.

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64 **23.5 Annual Incentive Award Programs.** Incentive Award Programs recognize and promote  
65 employee excellence and productivity that respond to and support the mission of the University of  
66 Central Florida, including its strategic initiatives and five key goals. The provost or his or her  
67 designee shall give final approval for awards to successful faculty.

68 Each year, the University shall make available to eligible employees 120 Incentive Awards.  
69 The awards shall be distributed in the next award cycle after ratification of this document as set  
70 forth in Paragraphs (a) through (f) below. Regardless of the contract length (9 months through 12  
71 months), award recipients shall receive a one-time award of \$5,000 as soon as practicable and a  
72 \$5,000 increase to their salary effective at the beginning of the succeeding academic year.

73 Employees on visiting and other temporary appointments are not eligible for incentive awards.

74 (a) **UCF-Teaching Incentive Program.** The UCF-Teaching Incentive Program ("UCF-  
75 TIP") rewards teaching productivity and excellence. Each academic year the University shall make  
76 available up to fifty-five UCF-TIP awards to employees. The UCF-TIP award recognizes faculty  
77 contributions to UCF's key goals of offering the best undergraduate education available in Florida  
78 and achieving international prominence in key programs of graduate study. Employees applying for  
79 TIPs must meet current productivity criteria.

80 (b) **UCF-Research Incentive Award Program.** The UCF-Research Incentive Award  
81 ("UCF-RIA") program recognizes outstanding research, scholarly, or creative activity that advances  
82 the body of knowledge in a particular field, including interdisciplinary research and collaborations.  
83 Each academic year the University shall make available up to fifty-five UCF-RIA awards to  
84 employees. The UCF-RIA award recognizes employee contributions to UCF's key goal of  
85 achieving international prominence in research and creative activities.

86 (c) **Scholarship of Teaching and Learning Awards (SoTLs).** SoTLs use discovery,  
87 reflection, and evidence-based methods to research effective teaching and student learning. While  
88 the implementation of SoTL outcomes can result in teaching excellence and increasing teaching  
89 effectiveness, this award recognizes not teaching excellence but scholarly efforts. For academic  
90 year 2016-2017, the University shall make available up to ten (10) SoTL awards.

91 (d) **Applications for Incentive Awards.** Beginning with the 2016-2017 awards, the  
92 Office of Faculty Excellence will initiate an electronic application process.

93 (e) **Incentive Award Selection.**



94 (1) TIPS/RIAs. College or unit committees for the TIP and RIA award programs  
95 shall be elected by and from the unit employees. The committees shall equitably represent the  
96 departments or units within them. Employees who plan to apply for a particular award in the current  
97 or immediately following cycle shall not be eligible to serve on the committee. A committee  
98 chairperson for each incentive award program shall be elected by and from the college/unit  
99 committee. The chairperson shall charge the committee that members shall only consider the merits  
100 of the application. No additional outside information or discussion of position, e.g., instructor vs.  
101 tenure track faculty, past awards, current salary, etc., may be considered. The committee shall  
102 review the award applications and shall submit a ranked list of recommended employees to the dean  
103 or dean's representative. In ranking the applicants, committee members shall only consider the  
104 merits of the application. The committee shall not impose any numerical criteria or weightings  
105 during the ranking process, and for completed applications, departures from the application  
106 specifications may impact but shall not disqualify an application.

107 (a) Each committee member shall review all applications and transmit a  
108 preliminary ranking to the committee chair. Committee members may rank as many applicants as  
109 they deem merit the award, with the highest rank given to the top candidate (i.e., the highest rank  
110 equals the number of applicants, N), the next highest rank being N-1, and so on. Applications that  
111 are not deemed acceptable for an award shall be left unranked.

112 (b) In larger colleges or units, subcommittees may be formed from  
113 the committee at-large in the interest of efficient evaluation of the incentive award applications.  
114 Each subcommittee must include at least three members, and every member of the committee  
115 at-large must serve on a subcommittee. The applications to be reviewed will be equitably  
116 partitioned among the subcommittees. The subcommittees will follow the ranking procedure  
117 outlined above to determine which applications they will recommend to the committee at-large.  
118 Then the committee at-large will be convened to review the applications recommended by the  
119 subcommittees. The members of the committee at-large will discuss the subcommittee  
120 recommendations and, finally, use the ranking procedure described above to rank the  
121 applications recommended by the subcommittees. In the event of ties, the ties will be broken as  
122 described below.

123 (c) The committee chair shall convene the committee and review their  
124 initial rankings. Discussion shall be limited to information contained in the application and may  
125 focus on applicants with a large variance in rankings, to try to identify the cause of and reduce  
126 disparate rankings.

127 (d) Following this discussion, the committee shall use a secret ballot to  
128 rank candidates using the procedure stated above in this section.

129 (e) A majority of voting committee members present must rank an  
130 applicant for that employee to be eligible for an incentive award.

131 (f) The applicant with the highest mean score will have the highest  
132 priority for an incentive award, the applicant with the next highest mean score the next highest  
133 priority, and so on, until all applicants who received a majority of votes are ranked in order.

134 (g) In the case of a tie vote that must be resolved to allocate available awards,  
135 the committee shall vote on just the tied candidates. The candidate with the most votes shall be  
136 ranked ahead of those with fewer votes. Voting shall continue using this procedure until all such ties  
137 are resolved.

138 (h) The committee chair will transmit this ranked list to the dean or  
139 dean's representative, or unit head who approves the awards. If the selection committee awards  
140 fewer than the number of awards available or if the dean or unit head does not approve an award

141 from the list submitted by the selection committee, then the award(s) shall be retained in the same  
142 college or unit for one additional cycle before it is returned to the overall pool for apportionment.

143 (i) If the number of previously awarded (i.e., awarded prior to 2018) but  
144 relinquished (e.g., due to retirement or resignation) TIP and RIA awards exceeds fifty after the 2017  
145 award cycle, then the relinquished pre-2018 awards beyond fifty shall be pooled at the university  
146 level, along with the new awards for that year, and distributed in proportion to the number of  
147 eligible faculty in each college. No Incentive awards issued after ratification of this document that  
148 are relinquished shall be eligible for re-issuance (future awards are not pooled for redistribution)

149 (j) For purposes of TIP/RIA selection as stated above, "college" shall  
150 also include the group of employees whose primary assignment is in the College of Undergraduate  
151 Studies, the College of Graduate Studies, an institute or center. These employees shall be grouped  
152 together for purposes of calculating the number of awards available for each award category. The  
153 college committee shall consist of a member from each of the units represented.

154  
155 **23.6 Excellence Awards.** The University shall implement the merit-based bonuses set forth  
156 below to recognize and promote employee excellence and productivity that respond to and support  
157 the mission of the University of Central Florida.

158 (a) Trustee Chair Professorship. The UCF Trustee Chair Professorship is a multi-year  
159 appointment awarded to employees with an extraordinary record of accomplishment in the three  
160 primary areas of academic endeavor: teaching, research and service. The objective of this  
161 appointment is to recognize and celebrate outstanding performance with a title and resources  
162 commensurate with accomplishment.

163 (1) Award recipients shall receive an annual stipend of \$50,000 funded by the  
164 University. Up to \$25,000 can be used as a salary supplement. These chairs have a five-year  
165 renewable appointment.

166 (2) Each academic year, the University shall award up to eight Trustee Chair  
167 Professorships.

168 (3) These awards shall be made according to existing criteria and procedures.

169 (b) Pegasus Professor. The Pegasus Professor award recognizes excellence in the three  
170 primary areas of academic endeavor: teaching, research and service.

171 (1) Award recipients shall receive a one-time payment of \$5,000 from  
172 Foundation funds as well as a Pegasus statue.

173 (2) Each academic year, the University may award Pegasus Professor awards.

174 (3) These awards shall be made according to existing criteria and procedures.

175 (c) Excellence Awards

176 (1) Award recipients shall receive a one-time payment of \$2,000.

177 (2) Each academic year, the University shall award Excellence in Undergraduate  
178 Teaching awards, one University Award for Excellence in Undergraduate Teaching, Excellence in  
179 Graduate Teaching awards, one University Award for Excellence in Graduate Teaching, two  
180 University Awards for Excellence in Faculty Academic Advising, one University Award for  
181 Excellence in Professional Academic Advising, Excellence in Research awards, one University  
182 Distinguished Research award, two University Awards for Excellence in Professional Service, one  
183 Excellence in Librarianship award, one Excellence in English Language Institute Instruction and  
184 one Excellence in Instructional Design award.

185 (3) These awards shall be made according to existing criteria and procedures  
186 published by the Office of Faculty Excellence.

187

188 **23.7 Salary Increases for Employees Funded by Contracts and Grants.**

189 (a) Employees on contracts or grants shall receive salary increases equivalent to similar  
190 employees on Education and General (E&G) funding, provided that such salary increases are  
191 permitted by the terms of the contract or grant and adequate funds are available for this purpose in  
192 the contract or grant. In the event such salary increases are not permitted by the terms of the  
193 contract or grant, or in the event adequate funds are not provided, the president or president's  
194 representative shall seek to have the contract or grant modified to permit or fund such increases.

195 (b) Nothing contained herein shall prevent employees whose salaries are funded by grant  
196 agencies from being allotted raises higher than those provided in this Agreement if such increases  
197 are provided by the granting agency.

198  
199 **23.8 Administrative Discretion Increases.** On September 1, 2016 through August 31, 2017, the  
200 University may provide Administrative Discretion Increases up to one and one-half percent (1.5%)  
201 of the total salary rate of Education and General (E&G) employees who were in an employment  
202 relationship with the University on May 7, 2016. Any Administrative Discretion Increase provided  
203 to contract and grant (C&G) employees, any court-ordered or court-approved salary increase, any  
204 prevailing wage adjustment for the purpose of qualifying for immigration status, or any salary  
205 increase to settle a legitimate, broad-based employment dispute shall not be subject to the terms and  
206 limitations of this Section.

207 (a) The University may provide Administrative Discretion Increases for verified written  
208 offers of outside employment, special achievements, merit, compression and inversion, equity and  
209 market equity considerations, and similar special situations to employees in the bargaining unit.

210 (b) Administrative Discretionary Increases for verified written offers of outside  
211 employment shall not contribute to the calculation of the salary rate.

212 (c) UFF Notification. At least 14 days prior to the effective date of any such increase,  
213 the University shall provide to the UFF a written notification of the increase which states the name  
214 of the employee, the rank and discipline of the employee, the amount of the increase, and the reason  
215 for the increase.

216 (d) The University's ability to provide Administrative Discretion Increases shall expire  
217 August 31, 2017, and shall not become part of the status quo.

218  
219 **23.9 Report to Employees.** All employees shall receive notice of their salary increases prior to  
220 implementation.

221  
222 **23.10 Type of Payment for Assigned Duties.**

223 (a) Duties and responsibilities assigned by the University to an employee that do not  
224 exceed the available established FTE for the position shall be compensated through the payment of  
225 salary, not Other Personal Services (OPS) wages.

226 (b) Duties and responsibilities assigned by the University to an employee that are in  
227 addition to the available established FTE for the position shall be compensated through OPS wages,  
228 not salary.

229  
230 **23.11 Twelve-Month Payment Option.** The parties agree that a twelve-month payment option for  
231 9-month employees shall be offered each year during an annual open enrollment period from April  
232 1 to June 30. If chosen by the employee, this payment option shall become effective for one year  
233 starting with the first full pay period beginning after August 8. The plan shall allow for employees  
234 to select a fixed savings amount to be deducted from each of the nineteen full bi-weekly paychecks

235 received during the Fall and Spring semesters with a change in that amount to account for those  
236 paychecks from which double premiums are deducted. The total savings shall be returned to the  
237 employee in equal amounts for the five full bi-weekly paychecks received during the Summer  
238 semester. The University shall provide an online calculator and assistance as reasonable, taking into  
239 account time and resources, to assist the employee in determining a savings amount and fixed  
240 reduction amount that will allow the employee's net paychecks to remain approximately level  
241 across the 24 pay periods. Pay received for supplemental summer assignments shall be unaffected  
242 by this plan. This pay plan is subject to tax limitations.

243  
244 **23.12 Administrative Salary Stipends.** A temporary salary increase that is provided to an  
245 employee as compensation for performing a specific, titled administrative function shall be  
246 permitted under this agreement as an Administrative Salary Stipend. At least 14 days prior to the  
247 effective date of any Administrative Salary Stipend, the University shall provide UFF a written  
248 notification of the stipend which states the name of the employee, the rank and discipline of the  
249 employee, the amount of the stipend, and the reason for the stipend. If all or part of the stipend is  
250 later added to the employee's salary, the amount so converted shall be treated as an Administrative  
251 Discretion Increase during the year in which the conversion takes place and shall be subject to  
252 limitations of that section.

253  
254 **23.13 Salary Rate Calculation and Payment.** The biweekly salary rate of employees serving on  
255 twelve month (calendar year) appointments shall be calculated by dividing the calendar year salary  
256 rate by 26.1 pay periods.

## **ARTICLE 24**

### ***BENEFITS***

**24.1 Benefits Improvements.** The University and UFF support legislation to provide adequate and affordable health insurance to all employees.

**24.2 Part-Time Employees.** Part-time employees, except those in positions funded from Other Personal Services (OPS) funds, are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services. Part-time employees should contact the Human Resources office to determine the nature and extent of the benefits for which they are eligible.

**24.3 Retirement Credit.** Retirement credit for employees who are authorized to take uncompensated or partially compensated leaves of absence shall be granted in accordance with State law and the rules of the Division of Retirement as they may exist at the time leave is granted. The current Florida Retirement System rules also require that to receive full retirement credit, the employee on uncompensated or partially compensated leave must make payment of the retirement contribution that would otherwise be made by the university, plus interest, if applicable. Employees who are to take such a leave of absence should contact the personnel office at their university for complete information prior to taking the leave.

#### **24.4 Benefits for Retirees.**

(a) Employees who are retired from the University shall be eligible, upon request, and on the same basis as employees, subject to University policies, to receive the following benefits at the University.

- (1) Retiree identification card;
- (2) Use of the University library (i.e., public rooms, lending and research service);
- (3) Listing in the University directory;
- (4) Placement on designated University mailing lists;
- (5) A free University parking decal for use by the retiree;
- (6) Use of University recreational facilities (retirees may be charged fees different from those charged to other employees for the use of such facilities);
- (7) The ability to enroll in courses at the University without payment of fees, on a space available basis, subject to the provisions of Florida Statutes;
- (8) A mailbox in the department/unit from which they retired, subject to space availability; and
- (9) University sponsored e-mail address. The University shall forward e-mails from the employee e-mail account (name@ucf.edu) to the retiree's e-mail account for 12 months.

(b) In accordance with University policy, and on a space available basis, the University is encouraged to grant a retiree's request for office or laboratory space.

(c) With the exception of retirees who participated in the Optional Retirement Program and for whom provisions have been made, as stipulated in Section 24.5(a)(5) of this Agreement, retirees of any State-administered retirement system are entitled to health insurance subsidy payments in accordance with Section 112.363, Florida Statutes.

#### **24.5 Optional Retirement Program.**

(a) An Optional Retirement Program is provided for employees who are employed for no less than one academic year including the following provisions:

- (1) Faculty and A&P employees who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.
- (2) Any employee whose Optional Retirement Program eligibility results from initial employment will be enrolled as a member of the Optional Retirement Program. If the employee does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division

of Retirement in writing within 90 days, the employee will be enrolled as a member of the Florida Retirement System.

(3) No accrued service credit or vested retirement benefits will be lost if an employee participates in the Optional Retirement Program;

(4) Benefits under the Optional Retirement Program shall be fully and immediately vested in the participating employees;

(5) The employer shall contribute to the Optional Retirement Program, on behalf of each employee participating in the program, an amount equal to the normal cost portion of the employer's contribution to the Florida Retirement System, as well as an amount equal to the employer's contribution to the Retiree Health Insurance Subsidy program on behalf of non-Optional Retirement participants (see Section 121.35, Florida Statutes), less a reasonable and necessary amount, as determined by the Legislature, which shall be provided to the Division of Retirement for administering the program; and

(6) A participating employee may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the employee's gross compensation not to exceed the percentage amount contributed by the employer to the Optional Retirement Program, but in no case may such contribution exceed federal limitations.

(b) The parties agree to inform eligible employees regarding the existence and impact of the Optional Retirement Program upon their retirement benefits.

(c) If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, whether administered by the University or another State agency, the UFF has a right to consult with the president or president's representative regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the University's statutory authority.

(d) The parties agree that the Optional Retirement Program and the Florida Retirement System are governed by Florida Statutes and regulations of the responsible division of state government. The parties agree to be bound by any changes in those statutes and regulations, regardless of whether such changes increase or decrease benefits to employees. If a change in statutes or regulations decreases benefits to employees the parties shall enter into immediate negotiations to address the impact of the change.

**24.6 Phased Retirement Program.** The UCF Phased Retirement Program (PRP) allows eligible employees to transition to retirement while their department or unit benefits from their effort and experience. The PRP is voluntary and provides reduced duties for one to five years at commensurate compensation. Eligible employees may elect annually to participate in the PRP.

(a) Eligibility.

(1) Employees who have accrued at least six years of creditable service, prior to 2011, or eight years after 2011, in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those who have received notice of non-reappointment, layoff, or termination, and those who participate in the State's Deferred Retirement Option Program (DROP). Such eligibility shall expire on the employee's 67th birthday.

(2) Employees who choose to participate must submit written notice of intent to retire not later than 180 days, nor less than ninety days, after they submit such written notice, except that when the end of this 180-day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).

(b) Program Provisions. All participants must retire and thereby relinquish all rights to tenure as described in Article 15, except as stated otherwise in this Article. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.

(1) Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.

(2) Re-employment.

a. Prior to re-employment, participants in the Phased Retirement Program must remain off the State or University payroll for six full calendar months following the effective date of retirement to validate their retirement, as required by the Florida Division of Retirement. The effective date

of retirement for employees in the ORP begins when her or his investment company processes their retirement distribution.

b. Participants must comply with the re-employment limitations that apply to the second through twelfth month of retirement, pursuant to the provisions of either the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.

c. Participants shall be offered re-employment, in writing, by the University for a period of at least one but not greater than five academic years, at either 0.75 or 0.5 FTE initially and 0.5 FTE in the final year. The FTE in each year of the PRP will be specified in advance of the re-employment period. Assigned duties may be limited to a single semester (e.g., 1.0 FTE in one semester and no assigned duties in the other semester) or be distributed across semesters (e.g., 0.5 FTE in both semesters).

d. Compensation during the period of re-employment shall be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount.

e. Participants shall notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty days after the employee's receipt of the written re-employment offer.

(3) Leave for Illness/Injury.

a. Each participant shall be credited with five days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave shall be credited on a pro-rata basis with the assigned FTE.

b. Such leave may be accumulated; however, it may not be used for participation in the Sick Leave Pool, and upon termination of the post-retirement re-employment period, the participant shall not be reimbursed for unused leave.

(4) Personal Non-Medical Leave.

a. Each participant who was on a 12-month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the 12-month appointment shall be credited with five days of leave with pay at the beginning of each full-time semester appointment. Except in the case of emergency, the employee shall provide at least two days' notice of the intended leave. Approval of the dates on which the employee wishes to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.

b. Such leave shall not be accumulated, nor shall the participant be reimbursed for unused leave upon termination of the post-retirement period.

(5) Re-employment Period.

a. The period of re-employment obligation shall extend over two to five consecutive academic years, beginning with the academic year next following the date of retirement. No further notice of cessation of employment is required.

b. The university shall not shorten the period of re-employment obligation nor reduce the annual FTE assignment, except under the provisions of Articles 16 and 17.10 of the Agreement. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured employees or non-tenure-earning employees with five or more years of continuous service, as appropriate, for purposes of Sections 13.2(a) and (b) of the Agreement.

c. At the conclusion of the re-employment period, the university may, at its option, continue to re-employ participants in this program on a year-to-year basis.

(6) Declining Re-employment.

a. A participant may decline an offer of re-employment during any academic year. However, the participant has a professional obligation to notify the University of such a decision sufficiently in advance of the participant's anticipated start date. Such a decision shall not extend the period of re-employment beyond the period described in Section 24.6(5)a.

b. Similarly, the participant has the professional obligation, following acceptance of an offer of re-employment, to provide reasonable and sufficient notice of changed circumstances and/or intentions to the effect that the participant will not be honoring the re-employment acceptance. Failure to provide reasonable and sufficient notice shall result in the participant's termination from the PRP and all rights provided therein. For these purposes, two months shall be deemed reasonable and sufficient. Where, due to the lateness of an offer of re-employment, two months are not available, then one-half the period of time between the offer and the anticipated start date shall be deemed reasonable and sufficient.

c. Resignation. A participant who wishes to terminate his/her PRP re-employment contract prior to the end of the contract ending date, has the professional obligation, when possible, to provide the University with sufficient notice to avoid scheduling and classroom disruptions. If the participant has a funded research assignment only, he/she has a professional obligation to provide a minimum of a one-month notice of resignation. Failure to provide reasonable and sufficient notice may result in the participant's termination from the PRP.

(7) Salary Increases. Participants shall receive all increases guaranteed to employees in established positions, in an amount proportional to their part-time appointment, and shall be eligible for non-guaranteed salary increases on the same basis as other employees.

(8) Preservation of Rights. Participants shall retain all rights, privileges, and benefits of employment, as provided in laws, regulations, the BOT-UFF Agreement, and University policies, subject to the conditions contained in this Article.

(9) Payroll Deductions. The UFF payroll deductions, as specified in Article 26, if applicable, shall be continued for a program participant during each re-employment period.

(10) Contracts and Grants. Nothing shall prevent the employer or the participant, consistent with law and rule, from supplementing the participant's employment with contracts or grants.

(11) The decision to participate in the Phased Retirement Program is irrevocable after the required approval document has been executed by all parties.

(12) PRP Information Document. The University shall distribute information describing the PRP to the UFF, upon request. The Human Resources Department provides retirement information and assistance for employees of the University, including information about the Phased Retirement Program.

**24.7 Tuition Waiver Benefit Programs.** The University offers an employee benefit program to provide tuition waivers to full-time employees, including employees on sabbaticals, professional development, and grants-in-aid, medical, educational leave, or involuntarily called to active military service, to enroll in up to six credit hours in eligible courses per term on a space-available basis. Employees using the employee tuition waiver and contingent waiver recipients shall be allowed to register two hours ahead of state employees. Eligibility guidelines and procedures are available on UCF's Human Resources or UCF Regulations websites. To be eligible for a waiver, one must first be accepted at the university as a student.

(a) Tuition Waiver Benefit Limitations. Courses ineligible for the tuition waiver benefit include, but are not limited to: courses offered through other State Universities, State Colleges; Continuing Education classes or courses; Graduate Medical Education programs; Cost Recovery programs; Market Rate programs; independent study; supervised research; supervised teaching labs; thesis hours; dissertation; internships; co-ops; or applied, individualized instruction in Music, Art, or Dance. Penalty Fees, including excess hour fees and repeat course fees, also are not covered by the tuition waiver benefit. Limitations apply to all recipients of this benefit.

(b) Contingent Waiver Program. If an employee does not use the employee tuition waiver benefit program or does not use the full six credit hour benefit during a semester or summer, then the spouse or dependents (up to the age of 26) of the employee may receive a tuition waiver for that semester or summer. The spouse or dependent may use up to six credit hours not used by the employee to enroll in eligible courses on a space-available basis per term. This contingent waiver may be used by up to two individuals during any given term.



**24.8 Employee Assistance Programs.** The University is encouraged to expand its existing Employee Assistance Program (EAP) to include assessment, referral, follow-up consultation, short-term counseling, and other services for employees with personal, family, job stress, or substance abuse problems. Any policies created or revised by the University in the development or operation of its EAP shall be discussed in consultation with the local UFF Chapter.

**24.9 Pre-tax Benefits Program.** The University shall continue to provide a pre-tax benefits program for employees which includes the opportunity to: (1) pay for their University insurance premiums on a pre-tax basis and, (2) utilize flexible spending accounts for medical and dependent care expenses.