

APPENDICES

APPENDIX A

POSITION CLASSIFICATIONS IN THE BARGAINING UNIT

All employees in the following position classifications holding regular, visiting, provisional, research, affiliate, clinical, or joint appointments:

2015-2018 CBA

9001 - Professor
9002 - Associate Professor
9003 - Assistant Professor
9004 - Instructor
9005 - Lecturer
9006 - Graduate Research Professor
9007 - Distinguished Service Professor
9009 - Eminent Scholar
9014 – Associate Instructor
9015 – Associate Lecturer
9016 - University School Professor
9017 - University School Associate Professor
9018 - University School Assistant Professor
9019 - University School Instructor
9024 – Senior Instructor
9025 – Senior Lecturer
9053 - University Librarian
9054 - Associate University Librarian
9055 - Assistant University Librarian
9056 - Instructor Librarian
9115 - Coordinator
9120 - Associate in _____
9121 - Assistant in _____

9126 - Program Director
9150 - Curator
9151 - Associate Curator
9152 - Assistant Curator
9153 - Staff Physicist
9160 - Scholar/Scientist/Engineer
9161 - Associate Scholar/Scientist/Engineer
9162 - Assistant Scholar/Scientist/Engineer
9166 - Research Associate
9173 - Counselor/Advisor
9178 - Instructional Specialist
9334 - Specialist, Computer Research
9394 - Coordinator, Cooperative Education
9419 - Coordinator, Research Information
9433 - Specialist, Music
9434 - Psychologist
9435 - Resident Advisor to Students
9460 - Psychiatrist
9462 - Physician
9464 - Physician's Assistant
9490 - Dentist
9495 - Specialist, Student Counseling
9506 – Specialist, Social Work Services

And employees in the above classifications with the following administrative titles: Associate Chair (C2), Assistant Chair (C3), Coordinator (N1), Program Director (G1), Associate Program Director (G2), Assistant Program Director (G3), Department Head (H1), Associate Department Head (H2), Assistant Department Head (H3), and Counselor/Advisor (B1).

EXCLUDED: President, Vice-President, Provost, Chairpersons and all other employees on administrative contracts, managerial, confidential, and all other employees of the University of Central Florida.

APPENDIX B
UNITED FACULTY OF FLORIDA DUES CHECK-OFF AUTHORIZATION FORM

I authorize the University of Central Florida to deduct from my pay, starting with the first full biweekly pay period commencing not earlier than seven days from the date this authorization is received by the University, membership dues of the United Faculty of Florida in such amount as may be established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the University by the UFF, and I direct that the sum so deducted be paid over to the UFF.

UFF dues payments are not tax deductible as charitable contributions for federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

The above deduction authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University and to UFF, or (2) my transfer or promotion out of this bargaining unit. Unless this Dues Check-off Authorization is revoked in the manner heretofore stated, this authorization shall remain in full force and effect in accordance with the provisions of Section 447.007 Florida Statute.

Date

Employee's Signature

Employee Identification Number

Name-printed

Department/Unit

College/Area

APPENDIX C

University of Central Florida Board of Trustees/United Faculty of Florida
GRIEVANCE FORM – STEP 1

(Deliver to Faculty Relations – Millican Hall 338)

I. This grievance was received by the University on _____ (date).

Delivered by (check one):

_____ personal delivery;

_____ certified or registered return receipt requested mail;

_____ fax - original document containing grievant's & grievance representative's signature (if applicable) must be received by Faculty Relations as soon as possible;

_____ other (please specify: _____).

GRIEVANT

NAME: _____

MAILING ADDRESS: _____

EMAIL: _____

COLLEGE: _____

DEPARTMENT: _____

OFFICE PHONE: _____

GRIEVANCE REPRESENTATIVE

(if elected by grievant as per Section III)

NAME: _____

MAILING ADDRESS: _____

EMAIL: _____

COLLEGE: _____

DEPARTMENT: _____

OFFICE PHONE: _____

If grievant is represented by the UFF or legal counsel, all university communications should go to the grievant's representative unless otherwise agreed to in writing by the grievant and grievant's representative.

II. GRIEVANCE

Article(s) and Section(s) of the Agreement allegedly violated (If necessary, attach additional page):

Statement of grievance (must include date of acts or omissions complained of). Please be specific and include as much detail as possible to clarify the issues. Use additional sheets of paper if necessary and attach supporting documents.

Remedy Sought (Please attach additional sheets of paper, if necessary):

III. AUTHORIZATION

I will be represented in this grievance by: (check one - representative must sign on appropriate line):

<input type="checkbox"/> UFF	_____
<input type="checkbox"/> Legal Counsel	_____
<input type="checkbox"/> Myself	_____

I (do)____(do not)____want a postponement for up to 30 days to seek informal resolution of this grievance.

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

Signature of Grievant
(Grievant must sign if grievance is to be processed.)

The Step 1 decision shall be transmitted to grievant's Step 1 representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall also be sent to the UFF grievance representative if grievant elected self-representation or representation by legal counsel.

APPENDIX D

University of Central Florida Board of Trustees/United Faculty of Florida

GRIEVANCE FORM – STEP 2

(Deliver to Faculty Relations – Millican Hall 338)

I. This grievance was received by the University on _____ (date).

Delivered by (check one):

- _____ personal delivery;
_____ certified or registered return receipt requested mail;
_____ fax - original document containing grievant's & grievance representative's signature (if applicable) must be received by Faculty Relations as soon as possible;
_____ other (please specify:_____).

NAME: _____ MAILING ADDRESS: _____
NAME: _____ MAILING ADDRESS: _____
E-MAIL: _____ COLLEGE: _____
DEPARTMENT: _____ DEPARTMENT: _____
OFFICE PHONE: _____ OFFICE PHONE: _____

If grievant is represented by the UFF or legal counsel, all university communications should go to the grievant's representative unless otherwise agreed to in writing by the grievant and grievant's representative.

II. PLEASE MARK AND COMPLETE APPROPRIATE SECTION BELOW:

_____ REQUEST FOR REVIEW OF STEP 1 DECISION
Grievant's representative received the Step 1 decision on: _____ (date)

I hereby request that the president or president's representative review the attached decision made in connection with the attached grievance because (If necessary, attach additional page):

A copy of the following documents must be attached to this Step 2 Grievance Form at the time of its filing with Faculty Relations:

- 1. A copy of the completed Step 1 grievance form filed by the grievant
2. All documentation submitted by grievant at Step 1 filing
3. Step 1 Decision
4. All attachments to the Step 1 decision

_____ INITIAL GRIEVANCE IS BEING FILED AT STEP 2 LEVEL

I (do)____(do not)____ want a postponement for up to 30 days to seek informal resolution of this grievance.

GRIEVANCE

Article(s) and Section(s) of the Agreement allegedly violated (If necessary, attach additional pages):

Statement of grievance (must include date of acts or omissions complained of). Please be specific and include as much detail as possible to clarify the issues. Use additional sheets of paper if necessary and attach supporting documents.

Remedy Sought (Please attach additional sheets of paper, if necessary):

III. AUTHORIZATION

I will be represented in this grievance by: (check one - representative must sign on appropriate line):

- UFF _____
- Legal Counsel _____
- Myself _____

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

Signature of Grievant
(Grievant must sign if grievance is to be processed.)

The Step 2 decision shall be transmitted to grievant's Step 2 representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall also be sent to the UFF grievance representative if grievant elected self-representation or representation by legal counsel.

APPENDIX E

**University of Central Florida Board of Trustees/United Faculty of Florida
NOTICE OF ARBITRATION**

The United Faculty of Florida hereby gives notice of its intent to proceed to in connection with the decision of the University dated _____ and received by the UFF State Office on _____ in this grievance of:

NAME: _____

DATE OF FILING: _____

The following statement of issue(s) before the Arbitrator is proposed:

This notice was filed with the Office of Faculty Relations, Academic Affairs on _____(date) by (check one):

- mail (certified or registered, restricted delivery, return receipt requested) _____;
- personal delivery _____;
- other (specify) _____.

Date of receipt by Faculty Relations: _____

Signature of UFF President or Director of Arbitrations

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the University or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

Signature of Grievant

This notice should be sent to:
OFFICE OF FACULTY RELATIONS, ACADEMIC AFFAIRS
UNIVERSITY OF CENTRAL FLORIDA

APPENDIX F

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE FORM

PART 1: STATEMENT OF DISPUTE

I believe the assignment was arbitrarily or unreasonably imposed because:

Grievant's Signature

UFF Grievance Representative's Signature

THIS FORM MUST BE ACCOMPANIED BY ALL DOCUMENTATION THAT THE EMPLOYEE WANTS TO HAVE REVIEWED, EXCEPT FOR DOCUMENTATION THE EMPLOYEE HAS REQUESTED BUT NOT RECEIVED.

I UNDERSTAND AND AGREE THAT BY FILING THIS ADR GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES THAT MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

APPENDIX F
EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE FORM

PART 1: DECISION OF INDIVIDUAL MAKING THE ASSIGNMENT OR THAT PERSON'S REPRESENTATIVE

Date Filed Receipt Acknowledged by Individual Making
Assignment or Representative

Date of Meeting

_____ The assignment was not arbitrarily or unreasonably imposed
_____ The disputed assignment has been resolved in the following manner:

Signature of Person making the assignment Date of Decision

APPENDIX F

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE FORM

PART 2: NOTICE TO AND DECISION OF DEAN OR DEAN’S REPRESENTATIVE

The decision of the Individual making the assignment or that person’s representative is not satisfactory and the grievant and/or the UFF grievance representative hereby give notice that the ADR shall be referred to the dean or dean’s representative.

Grievant's Signature

Date of Receipt

UFF Grievance Representative Receipt

Acknowledged by Dean or
Dean’s Representative

Date of Conference

- _____ The assignment was not arbitrarily or unreasonably imposed:
- _____ The disputed assignment has been resolved in the following manner:

Dean or Dean’s Representative

Date of Decision

APPENDIX F
EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE FORM

PART 3: NOTICE OF INTENT TO REFER ASSIGNMENT DISPUTE TO MEDIATOR

The decision of the dean or the dean's representative is not satisfactory and the UFF grievance representative hereby gives notice of intent to refer the ADR grievance to a mediator.

Grievant's Signature

Date of Receipt by President's
Representative

UFF Grievance Representative

Receipt Acknowledged by
President's Representative

APPENDIX F

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE FORM

PART 4: MEDIATOR’S DECISION

The disputed assignment was _____/was not _____ arbitrarily or unreasonably imposed.

Reasons for the determination that the assignment was arbitrarily or unreasonably imposed are:

Suggested Remedy (Optional):

UFF Grievance Representative’s Signature

Grievant's Signature

Mediator’s Signature

Date Decision Issued

*APPENDIX G**ARTICLE 3***2014-2015, for reference [superseded by 2015-2016 version] 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 a reasonable number of existing bulletin boards but on at least one bulletin board per building where a substantial number of employees have offices. Specific locations shall be mutually selected by the University and the local UFF Chapter in the course of consultation pursuant to Article 2, Consultation. 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 thirty (30) days. In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.

(b) The University will place a link to the UFF web site in an appropriate place on the University web site, as determined by the University.

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 (2) 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 (1) 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 (2) employees from any college/unit, nor more than one employee per fifteen (15) employees per department/unit, need be granted such leave at any one time.

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

(d) Employees on full-time leave under this paragraph shall be eligible to receive salary increases in accordance with the provisions of Article 17. Employees on less than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as other employees.

(e) An employee who has been granted leave under this Article for two (2) consecutive academic years shall not again be eligible for such leave until two (2) consecutive academic years have elapsed following the end of the leave. One (1) 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, representing employees and administering this Agreement. The Parties will take coordinated action to facilitate an adequate and mutually convenient bargaining schedule. A maximum of five units of released time shall be granted for spring 2015, four units of released time for summer 2015, five units of released time for fall 2015, five units of released time for spring 2016. The UFF may designate employees to receive released time during the year subject to the following conditions:

(1) A maximum of three (3) released time units per semester shall be granted to employees in any one (1) college.

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

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

(b) Each "unit" of released time shall consist of a reduction in teaching load of one (1) course per fall or spring semester for instructional employees or, for non-teaching employees, a reduction in workload of ten (10) hours per week, which shall include a 25% reduction in assigned duties. One unit of released time may be used during the summer term at a rate of 12.5% of the employee's nine-month salary and shall be considered the equivalent of one summer term course's FTE for instructional employees. For non-teaching twelve-month employees, one unit of summer released time shall include a reduction in workload of ten (10) hours per week, which shall include a 25% reduction in assigned duties.

(c) Released time shall be used for conducting UFF business, at the University or state level, and shall not be used for lobbying or other political representation.

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

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

(f) An employee who has been granted released time for either or both semesters during four (4) consecutive academic years shall not again be eligible for released time until two (2) academic years have elapsed following the end of the fourth academic year in which such released time was granted.

As an exception to this limitation, three (3) employees designated by the UFF shall be eligible for released time for responsibilities at the UFF state level for one (1) additional year. These employees shall not again be eligible for released time until two (2) academic years have elapsed following the end of the fifth academic year of released time. These employees shall be identified by the UFF no later than May 1 of the preceding academic year; substitutions may be approved by the University at its discretion.

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

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

ARTICLE 23

2014-2015, for reference [superseded by 2015-2016 version] SALARIES

23.1 Policy. The parties of this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs and quality scholarship that is recognized nationally and internationally. To that end, the parties are committed to working toward the common goals of the University of Central Florida. This policy statement is not subject to Article 20, Grievance Procedure.

23.2 Promotion Increases.

(a) Promotion salary increases shall be granted in an amount equal to 9.0% of the employee's previous year's base salary rate in recognition of promotion to one of the ranks described below:

(1) To Assistant in _____, and Assistant University Librarian;

(2) To Associate Professor, Associate Instructor, Associate Lecturer, Associate Scholar/Scientist/Engineer, Associate in _____, and Associate University Librarian;

(3) To Professor, Senior Instructor, Senior Lecturer, Scholar/Scientist/Engineer, and University Librarian.

(b) Promotion salary increases shall be effective on August 8 for promotion approved during that year.

23.3 Legislatively Mandated Increases.

(a) Any such increases would be implemented as soon as practicable.

23.4 Other Increases.

(a) **Across-the Board Salary Increases.** Effective August 8, 2014, each eligible employee shall receive a three percent (3%) increase to the employee's base salary. An employee shall be eligible if the employee's most recent annual evaluation, if provided, was Satisfactory or above; the employee was in an employment relationship with the University prior to May 7, 2014; and the employee remains in an employment relationship at the date of implementation. Employees employed in 2013 and not evaluated shall be provided with an evaluation for that period and shall be eligible for the increase.

(b) **Merit Salary Increases.** Effective August 8, 2014 for the 2014-2015 year, the University shall provide merit salary increases to each department/unit equal to two percent (2%) of the total base salary of employees in the department/unit as of May 7, 2014. All employees who are not members of a department/unit shall be grouped together and treated as a department/unit for the purpose of calculating and providing merit salary increases. Merit salary increases shall be provided to eligible employees in each department/unit according to the following criteria and procedures.

(1) **Eligibility.** Departments with approved standards may participate in merit increase programs. For the 2014-2015 year, an employee is eligible under this Section if he or she received an *Above Satisfactory* or *Outstanding* on his or her most recent annual evaluation and is still employed at the University on the date of BOT ratification.

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

23.5 Incentive Award Programs. Incentive Award Programs shall be implemented as set forth in Paragraphs (a) through (c) below, to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida. The president shall give the final approval for awards to the successful faculty. Regardless of the contract length (9 months through 12 months), award recipients shall receive a \$5,000 increase to their base salary retroactive to the start of the employment agreement for the academic year in which the award was given. These awards shall be made according to existing criteria and procedures.

(a) **UCF-Teaching Incentive Program.** The UCF-Teaching Incentive Program ("UCF-TIP") rewards teaching productivity and excellence. Each academic year the University shall award up to forty (40) new UCF-TIP awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.

(b) **UCF-Research Incentive Award program.** The UCF-Research Incentive Award ("UCF-RIA") program recognizes outstanding research, scholarly, or creative activity that advances the body of knowledge in a particular field. Each academic year the University shall award up to twenty (20) new UCF-RIA awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.

(c) **Scholarship of Teaching and Learning Program.** The Scholarship of Teaching and Learning (SoTL) program recognizes success in research related to the scholarship of teaching and learning. Each academic year the University shall award up to ten (10) new SoTL awards in addition to recycled awards.

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

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

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

(2) Each academic year, the University shall award up to eight (8) Trustee Chair Professorships.

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

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

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

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

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

(c) **Excellence Awards**

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

(2) Each academic year, the University shall award Excellence in Undergraduate Teaching awards, one (1) University Award for Excellence in Undergraduate Teaching, Excellence in Graduate Teaching awards, one (1) University Award for Excellence in Graduate Teaching, two (2) University Awards for Excellence in Faculty Academic Advising, one (1) University Award for Excellence in Professional Academic Advising, Excellence in Research awards, one (1) University Distinguished Research award, two (2) University Awards for Excellence in Professional Service, and one (1) Excellence in Librarianship award.

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

23.7 Salary Increases for Employees Funded by Contracts and Grants.

- (a) Employees on contracts or grants shall receive salary increases equivalent to similar employees on Education and General funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the president or president's representative shall seek to have the contract or grant modified to permit or fund such increases.
- (b) Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement if such increases are provided by the granting agency.

23.8 Administrative Discretion Increases. On December 24, 2014, through May 7, 2016, the University may provide Administrative Discretion Increases up to one and one-half percent (1.5%) of the total salary rate of education and general (E&G) employees who were in an employment relationship with the University on the 7th of May, 2014. Any Administrative Discretion Increase provided to contract and grant (C&G) employees, any court-ordered or court-approved salary increase, any prevailing wage adjustment for the purpose of qualifying for immigration status, or any salary increase to settle a legitimate, broad-based employment dispute shall not be subject to the terms and limitations of this Section.

- (a) The University may provide Administrative Discretion Increases for verified written offers of employment, special achievements, compression and inversion, equity and market equity considerations, and similar special situations to employees in the bargaining unit.
- (b) UFF Notification. At least 14 days prior to the effective date of any such increase, the University shall provide to the UFF a written notification of the increase which states the name of the employee, the rank and discipline of the employee, the amount of the increase, and the reason for the increase.
- (c) The University's ability to provide Administrative Discretion Increases shall expire May 7, 2016, and shall not become part of the status quo.

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

23.10 Type of Payment for Assigned Duties.

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

23.11 Twelve-Month Payment Option. The parties agree that a twelve-month payment option for 9-month employees shall be offered. The plan shall allow for employees to select a fixed savings amount to be deducted from each of the nineteen (19) full bi-weekly paychecks received during the Fall and Spring semesters with a change in that amount to account for those paychecks from which double premiums are deducted. The total savings shall be returned to the employee in equal amounts for the five (5) full bi-weekly paychecks received during the summer semester. The University shall provide an online calculator and assistance as reasonable, taking into account time and resources, to assist the employee in determining a savings amount and fixed reduction amount that will allow the employee's net paychecks to remain approximately level across the 24 pay periods. Pay received for supplemental summer assignments shall be unaffected by this plan. This pay plan is subject to tax limitations.

23.12 Administrative Salary Stipends. A temporary salary increase which is provided to an employee as compensation for performing a specific, titled administrative function shall be permitted under this agreement as an Administrative Salary Stipend. At least 14 days prior to the effective date of any Administrative Salary Stipend, the University shall provide UFF a written notification of the stipend which states the name of the employee, the rank and discipline of the employee, the amount of the stipend, and the reason for the stipend. If all or part of the stipend is later added to the employee's base salary, the amount so converted shall be treated as an Administrative Discretion Increase during the year in which the conversion takes place and shall be subject to Section 23.8.

23.13 Salary Rate Calculation and Payment. The biweekly salary rate of employees serving on twelve (12) month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by 26.1 pay periods.

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