

ARTICLE X (Tentative Agreement reached March 8, 2018)**TITLES AND HEADINGS**

The titles of articles and headings that precede text are inserted solely for convenience of reference and shall not limit nor effect the meaning, construction, nor effect of any provision of this Agreement.

PREAMBLE**(VACATED)****ARTICLE 1****(RECOGNITION, VACATED)****ARTICLE 2****(CONSULTATION, VACATED)****ARTICLE 3****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 request use of University facilities. Pursuant to Fla Stat 447.509, the union may not solicit employees during the working hours of any employee who is involved in the solicitation. The union is also prohibited from distributing literature during working hours in areas where the actual work of employees is performed, including but not limited to classrooms, offices, and research labs. Literature may be distributed during an employee's lunch hour, or in areas not specifically devoted to the performance of official duties, such as a faculty lounge or mail room. The UCF email system shall not be utilized for any union or union-related activity.

3.2 COMMUNICATIONS.

(a) The 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 sixty days. In addition, such bulletin boards may not be used for election campaigns for public office.

(b) The University shall place a link to the local UFF Chapter website at 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 preceding 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

47 failure of the UFF to provide the University with a list of designees by the specified deadlines, the University
48 may refuse to honor any late requests.

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

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

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

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

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

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

63

64 **3.4 RELEASED TIME.**

65 (a) The University agrees to provide released time each calendar year to full-time employees designated
66 by the UFF for the purpose of carrying out the UFF's obligations in collective bargaining negotiations,
67 contract enforcement and grievance representation. The Parties shall take coordinated action to facilitate
68 an adequate and mutually convenient bargaining schedule. A maximum of four units of released time shall
69 be granted during each spring and fall semester and three units in each summer session. The UFF may
70 designate employees to receive released time during the year subject to the following conditions:

71 (1) A maximum of three released time units per semester shall be granted to employees in any one
72 college. Only one course release shall be issued per department.

73 (2) The UFF shall provide the University with a list of designees for the academic year no later than
74 May 1 of the preceding academic year. Substitutions for the spring semester shall be made upon written
75 notification submitted by the UFF to the University no later than November 1. A list of designees for the
76 summer shall be submitted no later than April 15 preceding that summer.

77 (3) The UFF shall have the ability to "buy out" one employee per semester and provide one course
78 release to that individual by reimbursing the university for all salary, fringe, and other benefits for that time
79 period.

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

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

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

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

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

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

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

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

108 (h) Employees on released time shall retain all rights and responsibilities as employees but shall not be
 109 considered representatives of the University for any activities undertaken on behalf of the UFF. The UFF
 110 agrees to hold the University harmless for any claims arising from such activities, including the cost of
 111 defending against such claims.
 112

113 **ARTICLE 4**

114 **(RIGHTS OF MANAGEMENT, VACATED)**

117 **ARTICLE 5 (Tentative Agreement reached March 8, 2018)**

118 **ACADEMIC FREEDOM**

119 **5.1 POLICY.** *It is the policy of the University and the UFF to maintain and encourage full academic*
 120 *freedom. Academic freedom and responsibility are essential to the full development of a true university and*
 121 *apply to teaching, research/creative activities, and assigned service. An employee engaged in such activities*
 122 *shall be free to cultivate a spirit of inquiry and scholarly criticism and to examine ideas in an atmosphere of*
 123 *freedom and confidence.*

124
 125 **5.2 ACADEMIC FREEDOM.** *Academic freedom is the freedom to teach, both in and outside the classroom,*
 126 *to conduct research, and to publish the results of that research. Consistent with the exercise of academic*
 127 *responsibility, employees shall have freedom to present and discuss their own academic subjects, frankly and*
 128 *forthrightly, without fear of censorship, and to select instructional materials and determine grades in*
 129 *accordance with University policies. Objective and skillful exposition of such subject matter, including the*
 130 *acknowledgment of a variety of scholarly opinions, is the duty of every employee.*

131
 132 *Faculty are also free to address any matter of institutional policy or action. As individuals, employees are free*
 133 *to express their opinions to the larger community on any matter of social, political, economic, or other public*
 134 *interest, without institutional discipline or restraint due to the content of those messages. Unless specifically*
 135 *authorized by the administration, employees' opinions do not reflect the policies or official positions of the*
 136 *University of Central Florida.*

137
 138 **5.3 ACADEMIC RESPONSIBILITY.** *Academic freedom is accompanied by corresponding responsibility on the*
 139 *part of employees. University faculty are members of a learned profession. As scholars and educators, they*

140 *should remember that the public may judge their profession and their institution by what they say and do.*
 141 *Accordingly, they are required to:*

142
 143 *(a) Be forthright and honest in all professional settings, including teaching, advising, service, and the*
 144 *pursuit and communication of scientific and scholarly knowledge;*

145 *(b) Observe and uphold the ethical standards of their disciplines in the pursuit and communication of*
 146 *scientific and scholarly knowledge;*

147 *(c) Adhere to their proper roles as teachers, researchers, intellectual mentors, or counselors;*

148 *(d) Respect students, staff, and colleagues as individuals; treat them in a professional manner; and avoid*
 149 *any exploitation of such persons for private advantage;*

150 *(e) Respect the integrity of the evaluation process, by evaluating students, staff, and colleagues fairly*
 151 *according to the criteria the evaluation process specifies;*

152 *(f) Contribute to the orderly and effective functioning of their academic unit i.e., program, department,*
 153 *school and/or college and/or the University;*

154 *(g) Observe the regulations of the University, provided they do not contravene the provisions of this*
 155 *Agreement;*

156 *(h) Fulfill their obligations as “responsible employees” to report incidents of sex/gender-based*
 157 *discrimination or harassment, sexual assault, exploitation, relationship violence or stalking that involves a*
 158 *student, to the Office of Institutional Equity, and*

159 *(i) Indicate when appropriate that one is not an institutional representative unless specifically*
 160 *authorized as such.*

162 **ARTICLE 6**

163 **NON-DISCRIMINATION**

164 **6.1 NON-DISCRIMINATION.**

165 (a) Neither the University nor the UFF shall discriminate against or harass any employee based upon
 166 age, disability, gender identity or gender expression, genetic information, marital status, national origin,
 167 political affiliation, pregnancy, race or color, religion, sex, sexual orientation, or veteran status, nor shall the
 168 University or the UFF abridge any rights of employees related to union activity granted under Chapter 447,
 169 Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF.
 170 Personnel decisions shall be based on job-related criteria and performance.

171 (b) Neither the University nor the UFF shall tolerate incidents of sex/gender-based discrimination or
 172 harassment, sexual assault, exploitation, relationship violence, or stalking. Employees shall fulfill their
 173 obligations as “responsible employees,” as defined in UCF’s policy on discrimination, harassment and
 174 interpersonal violence, to report such incidents to the Office of Institutional Equity (“OIE”).

175 (c) Retaliation. Retaliation for exercising civil rights is prohibited by federal and state law. Employees
 176 shall not be subjected to harassment, intimidation, threats, coercion, or discrimination for filing a complaint,
 177 assisting in an investigation or other procedure related to the federal or state civil rights laws, or opposing a
 178 practice made illegal by those laws. Retaliation shall be regarded as seriously as discrimination itself and
 179 may justify discipline pursuant to the procedures established in the Discipline Article.

180 (d) Investigation of Charges. Charges of discrimination, retaliation, or harassment, or any other
 181 violation of UCF Policy, Prohibition of Discrimination, Harassment and Related Interpersonal Violence, shall
 182 be investigated by the Office of Institutional Equity (“OIE”). Employees investigated under such procedures
 183 shall not be disciplined for such offenses until the investigation is complete and a finding of a violation has
 184 been issued. The University reserves the right to reassign or to provide an alternative worksite to an
 185 employee during an investigation as it deems necessary to mitigate the situation and provide protections to
 186 the accuser in addition to the accused.

187 (e) Results of Investigation. In cases alleging discrimination, retaliation, or harassment by an employee,
 188 and in which no finding of discrimination, retaliation, or harassment is made, no record of the complaint
 189 shall be placed in the employee's evaluation file, unless the employee requests otherwise. The employee
 190 may request that a copy of the complete investigation file be placed in the employee's evaluation file.
 191 Where a finding of discrimination, retaliation, or harassment is made, a record of the complete findings shall
 192 be placed in the employee's evaluation file.

193
 194 **6.2 ACCESS TO DOCUMENTS.** No employee shall be refused a request to inspect and copy documents
 195 relating to the employee's claim of discrimination, except for records that are exempt from the provisions of
 196 the Public Records Act, Chapter 119, Florida Statutes, provided, however, that the University may charge for
 197 copies of documents in accordance with law, rule, University procedures, and this Agreement.

198
 199 **6.3 GRIEVANCE PROCEDURES.** Employees may grieve violations of this Article, but all such grievances shall
 200 be handled by the Office of Institutional Equity ("OIE"). Academic Affairs shall determine if it is feasible to
 201 bifurcate alleged violations of this Article from alleged violations of other Articles. If this is possible, the
 202 alleged violations of this Article shall be investigated by OIE and the other alleged violations will be subject
 203 to the grievance procedures in the Assignment of Responsibilities or Grievance Procedures Articles. If it is
 204 not feasible to separate the alleged violations of this Article from alleged violations of other Articles, the
 205 violations of this Article shall be investigated by OIE first, before the remaining alleged violations are heard
 206 under the grievance procedures the Assignment of Responsibilities or Grievance Procedures Articles. The
 207 timeline for the grievance process shall begin within three days after the employee receives the OIE finding.
 208

209 **ARTICLE 7**

210 (Minutes, Regulations, Budgets, and Reports, vacated)

213 **ARTICLE 8**

214 **APPOINTMENT**

215 **8.1 CHANGE IN APPOINTMENT.** An employee serving on a 12-month appointment may be assigned an
 216 academic year appointment. Similarly, an employee serving on an academic year appointment may be
 217 assigned a 12-month appointment. Employees may also request a change in the length of their
 218 appointment. The University's representative shall carefully consider such requests.

220 **8.2 APPOINTMENT TYPES.**

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

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

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

226 (2) Up to five untenured, non-tenure earning employees appointed annually whose rank is
 227 specifically approved by the University's representative;

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

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

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

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

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

238 (c) Non-tenure-earning multiyear renewable appointments of two to five year duration may be offered.
239 Such appointments shall not be provided to employees with the ranks of assistant professor, associate
240 professor, or professor except under the circumstances noted in this section, but shall not be offered to
241 visiting, research, or provisional employees.

242 (d) Visiting Appointments. A visiting appointment is one made to a person having appropriate
243 professional qualifications but not expected to be available for more than a limited period, or to a person in
244 a position which the University does not expect to be available for more than a limited period. A visiting
245 appointment, or a sequence of visiting appointments (i.e., an initial appointment followed by another
246 visiting appointment) may not exceed a total of four years. Similarly, an employee who has already worked
247 any non-renewable (non-searched) appointment at the university may not be offered an additional non-
248 renewable appointment after 12 months have been served.

249 **8.3 SUPPLEMENTAL SUMMER APPOINTMENTS.**

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

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

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

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

272
273 **8.4 STUDY ABROAD APPOINTMENTS.** Available study abroad appointments within the University shall be
274 offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance
275 or rejection. An employee shall not be coerced to accept such an appointment or harmed for rejecting an
276 offer for such an appointment. Study abroad programs may be offered as follows:

277 (a) During the summer term(s).

278 (b) During the fall or spring semester.

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

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

284 (e) Compensation. The minimum number of students required to offer a study abroad program
285 (referred to in this section as "the minimum") shall be determined and put in writing in advance of allowing
286 enrollment in the program. An employee shall not receive additional compensation for a study abroad
287 program during the academic year. Employees shall be compensated as follows:

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

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

296 (3) For any course in which the course content is delivered by an instructor other than the 9-month
297 employee during the summer (for example, an instructor associated with an institution in the host country),
298 but the employee is listed as "Instructor of Record," is traveling with students, and has administrative duties
299 such as recording grades, overseeing excursions, dealing with any food, lodging, or transportation issues,
300 supervising students, etc., the employee shall receive a daily allowance of \$100 per day up to \$1,500.00.

301 (4) If a 9-month employee is teaching more than one course in a single summer study abroad
302 program, and one or more of those courses does not meet the minimum, the department chair or unit head
303 may combine the course enrollments in order to meet the minimum. In such a case, the employee shall
304 receive a supplemental summer appointment for the number of courses the student enrollment would
305 allow, given the minimum. For example, if the minimum is twenty, the program includes two courses, and
306 fourteen students enroll producing the equivalent of twenty-eight students in one course, the employee will
307 receive a supplemental summer appointment for one course. As another example, if the minimum number
308 of students is twenty, the program includes three courses, and fourteen students enroll producing the
309 equivalent of forty-two students in one course, the employee will receive a supplemental summer
310 appointment for two courses.

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

316 (6) If a 9-month employee is teaching a credit-bearing course in a study abroad program during the
317 fall or spring semester, or a spring extended semester, the appointment shall either be a part of the
318 employee's in-load assignment or taught on an overload basis. If the course is taught on an overload basis,
319 the employee shall be compensated.

320 (7) If a 12-month employee is teaching a credit-bearing course in a study abroad program, the
321 appointment shall either be a part of the employee's in-load assignment or taught on an overload basis.

323 **ARTICLE 9**

324 **ASSIGNMENT OF RESPONSIBILITIES**

325 **9.1 POLICY.** The assignment of responsibilities to employees is one of the primary practical mechanisms
326 by which the University establishes its priorities, carries out its mission and creates opportunities to increase

327 the quality and integrity of its academic programs and enhance its reputation and stature as a major
328 research university.

329

330 **9.2 CONSIDERATIONS IN ASSIGNMENT.**

331 (a) No employee's assignment shall be imposed arbitrarily or unreasonably. If an employee believes that
332 the assignment has been so imposed, the employee should proceed to address the matter through the
333 procedures in the exclusive assignment dispute resolution (ADR) grievance procedure within this Article,
334 which shall be the exclusive method for resolving such disputes.

335 (b) Recognizing that members of the bargaining unit differ in employee classification, tenure status,
336 length of appointment, and work requirements, their schedules and assignments will vary. However, each
337 employee shall be given assignments that provide equitable opportunity, in relation to other employees in
338 the same department/unit, with the same type/length of appointment and responsibilities, to meet the
339 required standards for promotion, merit salary increases, and, if applicable, tenure, or renewal of multi-year
340 appointments.

341 (c) The University shall make a reasonable effort to provide employees with resources, training, facilities
342 and equipment for carrying out their assignments.

343 (d) The employee shall be granted, upon written request, a conference with the person responsible for
344 making the assignment to express concerns regarding:

345 (1) the needs of the program or department/unit;

346 (2) the employee's qualifications and experiences, including professional growth and development
347 and preferences;

348 (3) for employees who have an instructional assignment, the character of the assignment, including
349 but not limited to the number of hours of instruction, the preparation required, whether the employee has
350 taught the course in the past, the average number of students enrolled in the course in past semesters and
351 the time required by the course, whether travel to another location is required, the number of preparations
352 required, the employee's assignments in other semesters, the terms and conditions of a contract or grant
353 from which the employee is compensated, the use of instructional technology, the availability and adequacy
354 of materials and equipment, clerical services, student assistants, and other support services needed to
355 perform the assignments, and any changes that have been made in the assignment, including those which
356 may have resulted from previous evaluations of the employee;

357 (4) for A&P employees and other employees without an instructional assignment, the preparation
358 required, the number of students or clients served, whether the responsibilities of the position have
359 appreciably changed or increased since the past year, whether travel to another location is required, the
360 availability and adequacy of materials and equipment and other support services needed to perform the
361 assignment, any changes in the assignment that may have resulted from previous evaluations, and

362 (5) the opportunity to fulfill applicable criteria for tenure, promotion, multi-year appointments, and
363 merit salary increases.

364 (e) If the conference with the person responsible for making the assignment does not resolve the
365 employee's concerns, the employee shall be granted, upon written request, an opportunity to discuss those
366 concerns with an administrator at the next higher level.

367 (f) The University and the UFF recognize that, while the Legislature has described the minimum full
368 academic assignment in terms of twelve contact hours of instruction or equivalent research and service, the
369 professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In
370 like manner, the professional obligation of other professional employees is not easily susceptible of
371 quantification. The University has the right, in making assignments, to determine the types of duties and
372 responsibilities that comprise the professional obligation and to determine the mix or relative proportion of
373 effort an employee may be required to expend on the various components of the obligation.

374 (g) Furthermore, the University properly has the obligation constantly to monitor and review the size
375 and number of classes and other activities, to consolidate inappropriately small offerings, and to reduce
376 inappropriately large classes.
377

378 **9.3 ANNUAL ASSIGNMENT.**

379 (a) Communication of Assignment. Employees shall be apprised in writing, at the beginning of their
380 employment and each year of employment thereafter, of the assignment of effort expected in teaching,
381 research and other creative activities, public service, and of any other specific duties assigned for that year.

382 Except for an assignment made at the beginning of an employee's employment, the person
383 responsible for making an assignment shall notify the employee prior to making the final written
384 assignment. The assignment shall be communicated to employees no later than six weeks in advance of its
385 starting date, if practicable.

386 (b) Instructional Assignment. The period of an instructional assignment during an academic year shall
387 not exceed an average of seventy-five days per semester and the period for testing, advisement, and other
388 scheduled assignments shall not exceed an average of ten days per semester. Within each semester,
389 activities referred to above shall be scheduled during contiguous weeks with the exception of spring break,
390 if any. The course assignment shall be communicated to employees no later than six weeks in advance of its
391 starting date, if practicable.

392 (c) Change in Assignment. Should it become necessary to make changes in an employee's assignment,
393 the person responsible for making the change shall notify the employee prior to making such change and
394 shall specify such change in writing.

395 (d) For employees, the employment agreement indicates when they are "on contract." Nine-month
396 employees are typically on assignment from August 8 until May 7, and twelve-month employees from
397 August 8 until August 7, annually. As soon as practicable, employees must request appropriate leave in
398 advance of any travel or other work absence during this period.
399

400 **9.4 SUMMER ASSIGNMENT.**

401 (a) The supplemental summer instructional assignment, like that for the academic year, includes the
402 normal activities related to such an assignment as defined by the department/unit and the nature of the
403 course, such as course preparation, minor curriculum development, lectures, evaluation of student efforts,
404 academic advising, research, and service, including, but not limited to, department, college, and university
405 committee meetings.

406 (b) The employee may be assigned reasonable and necessary non-instructional duties related to the
407 summer instructional appointment prior to the conclusion of the academic year appointment.
408

409 **9.5 PLACE OF EMPLOYMENT.**

410 (a) Principal. Each employee shall be assigned one principal place of employment, as stated on the
411 annual employment agreement. Where possible, an employee shall be given at least one full semester
412 notice of a change in principal place of employment. The employee shall be granted, upon written request, a
413 conference with the person responsible for making the change to express concerns regarding such change,
414 including concerns regarding considerations in assignment as described in the Section above. Voluntary
415 changes and available new positions within the department shall be considered prior to involuntary
416 changes, if practicable.

417 (b) Secondary. Each employee, where possible, shall be given at least ninety days written notice of
418 assignment to a secondary place of employment. The employee shall be granted, upon written request, a
419 conference with the person responsible for making the change to express concerns regarding such change.
420 Travel expenses shall be paid at the state rate and in accordance with the applicable provisions of state law.

421

422 9.6 TEACHING SCHEDULE.

423 (a) An employee's teaching preferences should be honored to the extent possible, however, the
424 supervisor must also attend to programmatic need, budget availability, student demand, and maximization
425 of classroom utilization.

426 (b) Teaching schedules should be established, if practicable, so that the time between the beginning of
427 the first assignment and the end of the last assignment for any one day does not exceed nine hours unless
428 the employee and the supervisor agree to a schedule with longer hours.

429 (c) The usual length of time between the end of the last assignment on one day and the beginning of
430 the first assignment on the next day shall be at least twelve hours, unless the employee and the supervisor
431 agree to a schedule with a shorter time off between days.

432

433 **9.7 EQUIPMENT.** When equipment is required for classes, it is desirable that there be sufficient
434 equipment to accommodate the students assigned thereto. The University and the UFF are committed to
435 seek funding to provide for the replacement of obsolete equipment, recognizing the necessity for
436 maintaining an adequate inventory of technologically current equipment.

437

438 **9.8 WORKWEEK.** Scheduled hours for all employees shall not normally exceed forty hours per week.
439 Time shall be allowed within the normal working day for research, teaching, or other activities required of
440 the employee, when a part of the assigned duties. Supervisors are encouraged to make appropriate
441 adjustments in the timing of scheduled hours in recognition of evening, night, and weekend assignments,
442 and for periods when an employee is on call. Evenings, nights, and weekends when an employee is on call
443 shall be considered in making other duty assignments. See the Leaves Article regarding schedule adjustment
444 for holiday assignment.

445

446 9.9 ASSIGNMENT DISPUTE RESOLUTION.

447 (a) Policy. The University and the UFF agree to the following procedure as the exclusive method of
448 resolving disputes under the Assignment of Responsibilities Article of the Agreement that allege that an
449 employee's assignment has been imposed arbitrarily or unreasonably.

450 (b) Grievance Filing. An employee who alleges that the assignment has been imposed arbitrarily or
451 unreasonably may file a grievance under the Grievance Procedures Article only to enforce the exclusive
452 Assignment Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to
453 whether an assignment has been arbitrarily or unreasonably imposed.

454 (c) Representation. The UFF shall have the right to represent any Grievant in a grievance filed
455 hereunder, unless the Grievant elects self-representation or to be represented by legal counsel. If a Grievant
456 elects not to be represented by the UFF, the University shall promptly inform the UFF in writing that the
457 ADR has been filed. Resolution of any individually processed ADR Grievance shall be consistent with the
458 terms of this Agreement and for this purpose the UFF shall have the right to have an observer present at all
459 meetings called for the purpose of discussing this dispute and shall be sent copies of all decisions at the
460 same time as they are sent to the other parties.

461 (d) Timely Processing. Time limits noted in this ADR procedure give the maximum amount of time
462 allotted to each part of this procedure. All parties are encouraged to complete their portion of the ADR
463 procedure as quickly as possible, while also allowing enough time to complete the work in a competent
464 manner.

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9.10 TIME LIMITS.

(a) Calendar Days. All references to "days" within this ADR procedure refer to "calendar days." The "end of the day" shall refer to the end of the business day, i.e., 5:00 p.m. The "day of receipt" of the assignment, a response to Part 1, Part 2 or Part 3 of the ADR process shall not be included in the count of days.

(b) Receipt of Assignment. The dispute shall not be processed unless it is filed within thirty days after the receipt of the assignment by the Grievant. If the Grievant's assignment begins prior to final resolution of the dispute, he or she shall perform the assignment until the matter is resolved using this procedure.

(c) Delivery of Information. In order to comply with the short time limits imposed by this expedited process, all information, including documents, shall be exchanged via:

(1) email or

(2) hand-delivered and date-stamped by appropriate staff.

All oral exchanges of information related to the ADR including, but not limited to, scheduling and extension of deadlines, must be confirmed in writing.

(d) Time Limit Extensions. All time limits contained within this Article may be extended by mutual agreement of the administrator at the level at which the extension is requested and the Grievant or the Grievant's representative. Upon failure of the Grievant or the Grievant's representative to comply with the time limits herein, the dispute shall be deemed to have been finally determined at the prior step.

9.11 ASSIGNMENT DISPUTE RESOLUTION PROCEDURES.

(a) A Grievant who believes that his or her assignment has been imposed arbitrarily or unreasonably shall, within thirty days after receipt of the assignment, file Part 1 of the ADR Form to the University's representative responsible for handling grievances. The University's representative shall notify the individual responsible for making the assignment or that individual's representative within three days of the filing of the ADR Grievance. The filing of Part 1 of the ADR Form shall be accompanied by a brief and concise statement of the Grievant's arguments, and any relevant documentation supporting his or her position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute Resolution File," which shall be kept separate from the Grievant's evaluation file. Additional documentation shall not be considered in the ADR process except by agreement of the University's representative unless it is specifically named documentation that the Grievant or the Grievant's representative requested from the university prior to the conference held pursuant to (b) below, but did not receive before such conference.

(b) Within four days of receipt of Part 1 of the ADR Form, the individual responsible for making the assignment in question or his/her representative shall schedule and hold a meeting to discuss the dispute. Twenty-four hours after this conference, the individual responsible for making the assignment or his or her representative shall complete Part 1 of the ADR Form and deliver it to the Grievant and/or Grievant's representative, the Dean or the Dean's representative and the University's representative.

(c) If the Grievant continues to be aggrieved following the initial conference, he or she shall file the ADR Form, with Part 2 completed, with the Dean or the Dean's representative no later than four days after receipt of the ADR Part 1 decision.

(d) The Dean or the Dean's representative shall schedule a meeting with the Grievant and/or the Grievant's representative to be held no later than four days after filing Part 2 of the ADR Form. At this meeting, the Grievant, the Grievant's representative, and the Dean or appropriate administrator shall discuss the dispute and attempt to resolve it. Within twenty-four hours after the conclusion of this meeting, the Dean or the Dean's representative shall complete Part 2 of the ADR Form and deliver it to the Grievant and/or Grievant's representative, the individual responsible for making the assignment or that person's representative and the University's representative.

(e) If consultation with the Dean or the Dean's representative does not resolve the matter, the Grievant and/or the Grievant's representative may file, within four days of receipt of the Part 2 decision and with the

513 approval of the UFF, Part 3 of the ADR Form (with supporting documentation) with the University's
514 representative, indicating an intention to submit the dispute to a Mediator certified in Florida.

515 (f) Within seven days of receipt of Part 3 of the ADR Form and other documentation, the University's
516 representative shall place a written statement of the University's position, a list of the University's expected
517 witnesses, and other relevant documentation in the Grievant's ADR file. As soon as practicable thereafter, a
518 copy of all documents placed in the Grievant's ADR File shall be presented to the Grievant and the
519 Grievant's representative, who shall provide the University's representative with a list of the Grievant's
520 expected witnesses, which will be placed in the Grievant's ADR File. Any change in either the University's or
521 the Grievant's witness list shall be shared with everyone involved in the ADR within twenty-four hours of
522 that change.

523 (g) Within seven days of receipt of all materials in (e) and (f) above, the University's representative shall
524 schedule a meeting with the Grievant and/or the Grievant's representative for the purpose of selecting a
525 Mediator and alternate(s). Selection of the Mediator shall be by mutual agreement.

526 (h) The University's representative shall contact the selected Mediator no later than three days
527 following the selection. Should the Mediator selected be unable to serve, the University's representative
528 shall notify the Grievant and/or Grievant's representative and contact an alternate Mediator within three
529 days. If neither Mediator can serve, the University's representative shall contact the Grievant and/or the
530 Grievant's representative within three days and schedule another selection meeting.

531 (i) Upon the agreement of the Mediator to participate, the University's representative shall provide the
532 Mediator with the Grievant's ADR File.

533 (j) The ADR Meeting with the Mediator shall be scheduled as soon as practicable after the Mediator has
534 received the Grievant's ADR File. The University's representative shall notify the Grievant and/or the
535 Grievant's representative of the time and place of the ADR Meeting no later than forty-eight hours prior to
536 it being convened.

537 (k) No person concerned with, or involved in, the assignment dispute shall attempt to lobby the decision
538 of the Mediator.

539 (l) The ADR Meeting shall be conducted as follows:

540 (1) The Mediator shall conduct and have total authority at the ADR Meeting. The Mediator may
541 conduct the ADR Meeting in whatever fashion, consistent with this Agreement, which will aid in arriving at a
542 just decision.

543 (2) The Grievant's representative shall be the sole representative for the Grievant, and the
544 University's representative shall be the sole representative of the University. Each representative may have
545 one individual present to assist in the presentation of the Grievant's case.

546 (3) Each representative may present documentary evidence from the employee's ADR File, question
547 witnesses, offer arguments and cross-examine witnesses.

548 (4) The Mediator shall submit to all parties, on Part 4 of the ADR Form within forty-eight hours after
549 the close of the ADR Meeting, a written, binding decision as to whether the assignment was imposed
550 arbitrarily or unreasonably. The decision shall include the reasons for the Mediator's determination.

551 (5) If the Mediator decides that the Grievant's assignment was imposed arbitrarily or unreasonably,
552 the Mediator may also suggest an appropriate remedy. This suggestion is not binding on the University but
553 shall be used by the University's representative in fashioning an appropriate remedy.

554 9.12 MEDIATOR PANEL.

555 (a) The University's representative and the UFF Grievance Representative shall meet within two (2)
556 weeks of the ratification of this Agreement for the purpose of selecting an odd-numbered Mediator Panel.
557 The Panel shall consist of no fewer than five (5) and no more than nine (9) individuals.

558 (b) Panel Membership Review. Panel membership may be reviewed at the initiation of the University or
559 the UFF, through written notice provided before the end of preceding fiscal year.
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ARTICLE 10

EMPLOYEE PERFORMANCE EVALUATIONS

10.1 ANNUAL EVALUATIONS.

(a) Policy. Performance evaluations are primarily intended to communicate to an employee an assessment of that employee's performance of assigned duties by providing written constructive feedback that will assist in improving the employee's performance and expertise. Evaluations may be considered in employment related decisions such as salary, retention, assignments, awards, tenure, and promotion. Each employee's performance shall be evaluated in writing at least once annually. Employees shall be evaluated according to the University Criteria for Annual Performance Evaluations (Section 10.1(d) below).

(b) Annual Evaluation Period. The annual evaluation period shall be the academic year, beginning August 8th, and shall include the preceding summer, as appropriate. The evaluation period for research may be longer than one year if specified in the approved Annual Evaluation Standards and Procedures. The evaluation period used to distinguish between ratings of Conditional and Unsatisfactory in any area of assignment may be longer than one year.

(c) Evaluation Ratings. Evaluations shall use the rating categories of outstanding, above satisfactory, satisfactory, conditional, and unsatisfactory in each area of assignment and for the overall evaluation. The overall evaluation shall be consistent with the employee's annual assignment, the evaluations in each assignment area, the department or unit's Annual Evaluation Standards and Procedures and the supervisor's judgment. An employee shall not be evaluated in and the overall evaluation shall not be affected by an area in which the employee had no assignment. A supervisor may require an employee to receive a minimum rating in each area of assignment with an assignment of effort of five percent (5%) or more in order to receive an overall rating of Satisfactory or above, etc. for each level of achievement. If not explicitly stated in the Annual Evaluation Standards and Procedures, that document shall be deemed to require that the employee's overall rating shall be no higher than one level above the lowest rating in any assignment area, regardless of performance in the remaining assignment areas. For example, if an employee has an assignment of ten percent effort in service, and receives a rating of Conditional in that category, the overall rating may be Conditional, even if the remaining ninety percent effort is Outstanding. Similarly, if one of the areas of assignment has a rating of Above Satisfactory, the supervisor has the ability to award an overall rating of Above Satisfactory, even if the other areas of assignment are rated at Outstanding, regardless of FTE assigned.

(d) University Criteria for Annual Performance Evaluations. The annual performance evaluation shall be based upon the professional performance of assigned duties and shall carefully consider the nature of the assignments and quality of the performance in terms, where applicable, of:

(1) Teaching effectiveness, including effectiveness in imparting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, workshop, practical experience, student perceptions of instruction, assessment of and engagement with student work, and direct consultation with students.

a. The evaluation shall include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students' critical thinking and/or creative abilities, the development or revision of curriculum and course structure, effective student performance evaluation procedures, and adherence to accepted standards of professional behavior in meeting responsibilities to students. The learning objectives of each course, the means of assessing learning objectives, and the outcomes of the assessment should be assessed as part of the teaching performance.

b. The evaluation shall include consideration of other assigned university teaching duties, such as advising, counseling, supervision, or duties of the position held by the employee.

608 c. The evaluator shall take into account any relevant materials submitted by the employee such
609 as class notes, syllabi, student exams and assignments, an employee's teaching portfolio, results of peer
610 evaluations of teaching, and any other materials relevant to the employee's instructional assignment.

611 d. The evaluator shall consider all information available in forming an assessment of teaching
612 effectiveness.

613 (2) Contribution to the discovery of new knowledge, development of new educational techniques,
614 and other forms of research/scholarship/creative activity.

615 a. Evidence of research/scholarship/creative activity, either print or electronic, shall include, but
616 not be limited to, as appropriate, published books; chapters in books; articles and papers in professional
617 journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings
618 of professional societies; funded grant activities; reviews; and research and creative activity that has not yet
619 resulted in publication, funding, display, or performance.

620 b. The evaluation shall include consideration of the quality and quantity of the employee's
621 research/scholarship and other creative programs and contributions during the evaluation period, and
622 recognition by the academic or professional community of what has been accomplished.

623 (3) Performance of assigned professional duties.

624 (4) Public service that extends professional or discipline-related contributions to the community; the
625 state, including public schools; and the national and international community. Such service includes
626 contributions to scholarly and professional conferences and organizations, governmental boards, agencies,
627 and commissions that are beneficial to such groups and individuals.

628 (5) Service within the university and participation in the governance processes of the institution
629 through significant service on committees, councils, and senates, attendance at commencement, and the
630 employee's contributions to the governance of the institution through participation in regular departmental
631 or college meetings.

632 (6) Service for UFF activities is not considered university service and shall not be evaluated.

633 (7) Other assigned university duties such as academic administration.

634 (e) Annual Evaluation Standards and Procedures (AESPs). Each University department or unit shall
635 maintain written AESPs by which to evaluate each employee according to the University Criteria for Annual
636 Performance Evaluations specified in this Article. AESPs shall be clarifications of the University criteria in
637 terms tailored to the department or unit's discipline(s), employee positions (e.g., tenured or tenure earning,
638 non-tenure-earning, library faculty), and assigned duties. These discipline-specific clarifications shall:

639 (1) take into consideration the University's mission, the college's or division's mission the
640 department's mission, and the expectations for the different ranks;

641 (2) be adaptable to various assigned duties;

642 (3) address, as appropriate, how various research/scholarship/creative activities are valued and the
643 outlets in which employees might be expected to publish, exhibit, or perform.

644 (4) be rigorous and detailed enough that a reasonable employee should not be uncertain or
645 confused about what performance or accomplishment is sufficient in teaching,
646 research/scholarship/creative activity, professional duties commonly assigned in the department or unit,
647 and service to earn each performance evaluation rating. The clarifications shall identify for each assignment
648 area some representative examples of the achievements or performance characteristics that would earn
649 each performance evaluation rating, consistent with an employee's assigned duties. Examples shall be
650 included for typical assignments within the department or unit (e.g., for 2-2 and 3-2 teaching assignments
651 with correspondingly larger and smaller research assignments, if typically assigned), and must demonstrate
652 the equitable opportunity required by (2) above.

653 (f) Process for developing AESPs.

654 (1) In tenure-granting departments or units, a committee of six members including four unit
655 employees (at least two must have tenure) elected by the employees in the unit, the department chair or

656 unit head, and one representative appointed by the dean will develop or revise AESPs. If a department or
657 unit has fewer than two tenured employees, the entire department or unit shall vote to elect up to four
658 employees to serve on the committee, along with the department chair or unit head and one member
659 appointed by the dean.

660 (2) Employees in the department or unit shall propose AESPs or changes thereto as developed by
661 the committee by a majority vote in a secret ballot. If a majority exists, the proposed AESPs shall be
662 forwarded to the dean or the appropriate vice president.

663 (3) The proposed AESPs or revisions thereto shall be reviewed by the dean or vice president. If the
664 dean/vice president determines the proposed AESPs do not meet their expectations, the dean/vice
665 president may refer them back to the department or unit for revision with a written statement of the
666 reasons for non-acceptance.

667 (4) Once the dean or vice president determines the proposed AESPs or revisions are acceptable, they
668 shall be forwarded to the university's representative for review to ensure they are consistent with the
669 mission and goals of the University and comply with this Agreement. If the university's representative
670 determines that the proposed AESPs or revisions thereto are acceptable, they shall be approved. If not, they
671 shall be referred back to the college or division for revision by the department or unit with a written
672 statement of reasons for non-approval.

673 (5) If, one year after the initiation of the process described in this subsection, AESPs acceptable to
674 the dean/vice president and university's representative have not been approved by the department or unit,
675 draft AESPs, committee and department votes, and comments from employees, committee, and the
676 dean/vice president shall be forwarded to the university's representative for consideration. The university's
677 representative shall, in conjunction with the dean/vice president and department head, and in
678 consideration of the opinions of the employees and of approved AESPs for other departments and units,
679 develop and institute new department or unit AESPs. These AESPs shall remain in place until such time as
680 new AESPs are developed and approved according to the procedure outlined in this subsection.

681 (6) Approved AESPs and revisions thereto shall be kept on file in the department or unit office. Upon
682 written request, employees in each department or unit shall be provided an electronic copy of that
683 department or unit's current AESPs.

684 (7) Review of AESPs must occur on a regular basis and must begin no later than five (5) years after
685 the adoption or most recent review of those AESPs. The university's representative, the dean, or a majority
686 of employees in the department or unit may initiate the review of AESPs at any time. The process for
687 reviewing a department or unit's AESPs shall be the same as the process for developing them, as described
688 in this Article. The effective date for AESPs or revisions thereto shall be the start of the annual evaluation
689 period that begins after the date the AESPs or revisions are approved by the university's representative and
690 the employees of the department or unit are so informed in writing.

691 (g) Process for and Sources of Evaluation.

692 (1) Employee Annual Report. Every year, each employee shall submit to the department chair or unit
693 head (hereafter, "evaluator") a report of the employee's performance in each area of assignment. This
694 report shall be due to the evaluator on May 7 of each year. The supervisor, may, at the written request from
695 the employee, provide an extension of up to twenty-one days to submit the annual report. The employee
696 annual report may include any interpretive comments and supporting data that the employee deems
697 appropriate for evaluating the employee's performance and shall also include an up-to-date and accurate
698 CV. The employee shall submit the report in the format determined by the college.

699 (2) The evaluator shall also consider, where appropriate and available, information from the
700 following sources: immediate supervisor, peers, students, employee, other university officials who have
701 responsibility for supervision of the employee, and individuals to whom the employee may be responsible in
702 the course of a service assignment, including public school officials when the employee has a service
703 assignment to the public schools. Copies of materials to be used in the evaluation process submitted by

704 persons other than the employee shall be provided to the employee, who may attach a written response
705 within thirty days of receiving that document.

706 (3) All assigned activities for which an employee receives compensation from the university,
707 including summer assignments, shall be reported upon and evaluated. An employee may report activities
708 related to the areas of assignment that are performed during times when the employee is not compensated
709 by the university; if reported upon, these activities shall be evaluated.

710 (4) Observation/Visitation. The evaluator or the evaluator's representative may conduct classroom
711 observation/visitation in connection with the employee's evaluation. If such classroom
712 observations/visitations are conducted, no fewer than two observations/visitations shall be completed
713 during the evaluation period.

714 a. Absent immediate concerns described below, the evaluator shall notify the employee at least
715 two days in advance of the date and time of any direct classroom observation or visitation. If the employee
716 determines this date is not appropriate because of the nature of the scheduled class activities, the
717 employee may suggest a more appropriate date.

718 b. If the evaluator has received a complaint or other information that gives rise to immediate
719 concerns about the conduct of the class, the evaluator or the evaluator's representative may observe or visit
720 the class at any time without notice to the employee.

721 c. Observation/visitation of online classroom settings is permitted at any time.

722 d. A written report of the observation/visitation shall be submitted to the employee, if the
723 employee requests a report, within two weeks of the observation/visitation. If the observation/visitation
724 involves a course that was assigned to the employee with less than six weeks' notice, such change shall be
725 noted in the report. The employee shall be offered the opportunity to discuss the evaluation with the
726 evaluator prior to its being finalized and placed in the employee's evaluation file and may submit a written
727 reply within thirty days of receipt, which shall be attached to the report.

728 e. Peer Assessment. An employee has the right to have the evaluator assign a peer to
729 observe/visit the employee's teaching and to have an assessment of that observation/visitation included as
730 part of the employee's annual report. A department or unit may require peer observation/visitation, which
731 shall be carried out in accordance with the requirements of this subsection. In these cases, the peer may be
732 a colleague within the University, a retired colleague, or a colleague in the same discipline from another
733 university.

734 (5) Written Evaluation.

735 a. The proposed written annual evaluation shall be provided to the employee at the start of the
736 fall semester. Annual evaluations are not required for employees who have been non-reappointed or whose
737 employment ends before December 31 of the new academic year.

738 b. The employee shall be offered the opportunity to discuss the evaluation with the evaluator
739 prior to its being finalized and placed in the employee's evaluation file. The evaluation shall be signed and
740 dated by the evaluator and by the employee, to acknowledge receipt of it. The employee may attach a
741 concise comment to the evaluation within thirty days of receipt. A copy of the evaluation shall be provided
742 to the employee.

743 c. Upon written request from the employee, the evaluator shall endeavor to assist the
744 employee in addressing any performance deficiencies.

745

746 **10.2 CUMULATIVE PROGRESS EVALUATIONS.**

747 (a) Policy. Tenure earning or tenured employees eligible for consideration for promotion to the rank of
748 associate professor and/or tenure shall be informed annually of their progress toward promotion and/or
749 tenure. Each year's cumulative progress evaluation shall build upon prior cumulative progress evaluations so
750 an employee's progress toward tenure and/or promotion in a given year will be viewed in the context of
751 attainments over the entire tenure and/or promotion earning period. Employees eligible for promotion to

752 professor shall be similarly apprised of their progress toward promotion at least once prior to submitting
753 their promotion dossier. The cumulative progress evaluations are intended to provide an accurate
754 assessment of cumulative performance as leading to attainment of promotion and/or tenure, and to
755 provide assistance and counseling to candidates to help them qualify themselves for tenure and/or
756 promotion.

757 (b) Process. All cumulative progress evaluations shall be completed during the spring semester.
758 Beginning with the second year of employment (or the first year, if tenure credit was given) and continuing
759 annually, an employee who is eligible for tenure and/or promotion to the rank of associate professor shall
760 receive a cumulative progress evaluation. Separate cumulative progress evaluations shall be provided by the
761 tenured members of the department or unit (excluding the chair/head and dean), the chair/head, and dean.
762 For cumulative evaluations of progress towards promotion to professor, only tenured professors participate
763 in the employee's evaluation. If the department or unit has fewer than three tenured members or tenured
764 professors, as appropriate, the dean may increase the committee membership to three using tenured
765 members of appropriate rank from other departments or units. If the chair/head of the department or unit
766 does not hold the rank of professor or is not a tenured member of the department/unit, the dean may
767 appoint a tenured faculty member of an appropriate rank from another department/unit to serve in this
768 role for the purpose of completing the cumulative progress evaluations. The employee may request, in
769 writing, a meeting with the chair/head and/or dean to discuss concerns regarding the cumulative progress
770 evaluation.

771 (c) Criteria.

772 (1) Progress toward the promotion to the rank of associate professor with tenure will be assessed
773 based on professional performance of teaching, research, and service, and the likelihood of future
774 contributions at or exceeding current levels of performance.

775 (2) Progress toward tenure for tenure-earning associate professors will be assessed based on the
776 professional performance of teaching, research, and service, and the likelihood of future contributions at or
777 exceeding current levels of performance.

778 (3) Progress toward tenure for tenure-earning professors will be assessed based on the professional
779 performance of teaching, research, and service, the achievement of national and/or international
780 prominence, evidence of advancing their field of study, and the likelihood of future contributions at or
781 exceeding current levels of performance.

782 (4) When requested by the employee, progress toward the rank of professor will be assessed based
783 on the professional performance of teaching, research, and service, the achievement of national and/or
784 international prominence, evidence of advancing their field of study, and the likelihood of future
785 contributions at or exceeding current levels of performance.

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788 **10.3 SUSTAINED PERFORMANCE EVALUATIONS.**

789 (a) Policy. Tenured employees shall receive a sustained performance evaluation at least once every
790 three years following the award of tenure or their most recent promotion. The purpose of this evaluation is
791 to document sustained performance during the previous three years of assigned duties to evaluate
792 continued professional growth and development.

793 (b) Process.

794 (1) At the end of three years of tenured or post-promotion service, and each subsequent three year
795 period, or at any time the employee has not maintained productivity expectations, an employee's sustained
796 performance will be evaluated. This evaluation will consist of a review of the overall annual evaluation
797 ratings and productivity during that period of interest. If the employee's overall performance is deemed to
798 be below satisfactory, then the employee shall be issued a performance improvement plan. The average
799 shall be determined by assigning a value of 4 for Outstanding, 3 for Above Satisfactory, 2 for Satisfactory, 1

800 for Conditional, and 0 for Unsatisfactory to each of the employee's annual evaluation ratings over the
 801 appropriate period. If the average value is less than 2.0, the employee's performance shall be deemed
 802 below satisfactory.

803 (2) A performance improvement plan shall be developed by the department chair or unit head and
 804 shall include specific measurable performance targets with target dates that must be completed in a period
 805 of two years. The performance improvement plan requires the approval of the dean and the university's
 806 representative.

807 (3) When an employee has a performance improvement plan, the department chair or unit head
 808 shall provide an annual evaluation of the employee's performance on the plan. Adherence to the
 809 performance improvement plan, including its targets and target deadlines, shall be the governing criteria for
 810 performance improvement plan evaluations.

811 (4) It is the responsibility of the employee to attain the performance targets specified in the
 812 performance improvement plan. Lack of success may result in dismissal. The employee may attach a concise
 813 response to the sustained performance evaluation, the performance improvement plan, and annual
 814 evaluations of performance on the sustained performance plan. Any such responses shall be included in the
 815 evaluation file.

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817 **10.4 PROFICIENCY IN SPOKEN ENGLISH.**

818 (a) Requirement. Employees must, to be involved in classroom instruction beyond one (1) semester,
 819 establish proficiency in the oral use of English, as set forth in Section 1012.93, Florida Statutes, and any
 820 applicable Board of Education or Board of Governors rule or resolution.

821 (b) Deficiency. Failure to correct the deficiencies may result in termination.

822

823 **10.5 EMPLOYEE ASSISTANCE PROGRAMS.** Neither the fact of an employee's participation in an employee
 824 assistance program nor information generated by participation in the program shall be used as evidence of a
 825 performance deficiency within the evaluation processes described in this Article, except for information
 826 relating to an employee's failure to participate in an employee assistance program consistent with the terms
 827 to which the employee and the university's representative have agreed.

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829 **ARTICLE 11 (Tentative Agreement reached May 22, 2018)**

830 **EVALUATION FILE**

831 **11.1 POLICY.** *One evaluation file shall contain a dated copy of all documents used in the evaluation*
 832 *process, other than evaluations for tenure and/or promotion. Only documents contained in the evaluation*
 833 *file shall be used for evaluations and personnel decisions, other than for tenure and/or promotion. Such*
 834 *documents shall be placed in the evaluation file within a week after receipt by the custodian of the file. It is*
 835 *permissible for some documents, such as faculty annual reports, to be preserved in a mainstream electronic*
 836 *format.*

837

838 **11.2 ACCESS.** *An employee may examine the evaluation file, during regular business hours of the office in*
 839 *which the file is kept, normally within the same business day, or as soon as practicable, as the employee*
 840 *requests to see it, and under such conditions as are necessary to ensure its integrity and safekeeping. The*
 841 *employee may numerically paginate the physical materials in the file, and may attach a concise signed and*
 842 *dated statement in response to any item therein. An employee is entitled to one free copy of any material in*
 843 *the evaluation file. Additional copies may be obtained by the employee upon the payment of a reasonable*
 844 *fee for photocopying and the time required to carry out the task. Only a person with written authorization*
 845 *from the employee may examine that employee's evaluation file, subject to the same access limitations*
 846 *applicable to the employee.*

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848 **11.3 INDEMNIFICATION.** *The UFF agrees to indemnify and hold the University, its officials, agents, and*
849 *representatives harmless from and against any and all liability for any improper, illegal, or unauthorized use*
850 *by the UFF of information contained in such evaluation files.*

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852 **11.4 USE OF EVALUATIVE MATERIALS.** *The University, UFF grievance representatives, the arbitrator, and the*
853 *grievant shall have the right to use copies of materials from the employee's evaluation file in grievance*
854 *proceedings.*

855

856 **11.5 ANONYMOUS MATERIAL.** *No anonymous material shall be in the evaluation file except numerical*
857 *summaries of student evaluations that are part of a regular evaluation procedure of classroom instruction*
858 *and/or written comments from students obtained as part of that regular evaluation procedure. If written*
859 *comments from students in a course are included in the evaluation file, all comments obtained in the same*
860 *course must be included.*

861

862 **11.6 PEER COMMITTEE EVALUATIONS.** *Evaluative materials prepared by peer committees and signed by a*
863 *committee representative as part of a regular evaluation system, or summaries thereof, may be placed in an*
864 *evaluation file.*

865

866 **11.7 REMOVAL OF CONTENTS.** *Materials shown to be contrary to fact shall be removed from the file within*
867 *three business days. This section shall not authorize the removal of materials from the evaluation file when*
868 *there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be*
869 *removed pursuant to resolution of a grievance.*

870

871 **11.8 LIMITED ACCESS RECORDS.** *Pursuant to Florida Statute 1012.91, the following records are confidential*
872 *and exempt from s.119.07(1).*

873 *(a) Information reflecting academic evaluation of employee performance shall be available for inspection*
874 *only by the employee, and by officials of the University responsible for supervision of the employee. However,*
875 *such limited access status shall not apply to summary data, by course, for the common "core" items*
876 *contained in Student Perception of Instruction ("SPOI") form, which have been selected as such by the*
877 *University and made available to the public on a regular basis.*

878

879 *(b) Records maintained for investigation of employee misconduct, disciplinary proceedings, or grievances*
880 *shall be available for inspection only by the employee, those investigating the possibility of misconduct,*
881 *university officials conducting a grievance proceeding, arbitrators or others engaged by the parties to resolve*
882 *disputes, and others by court order. However, if the investigation becomes inactive as defined at s.1012.91,*
883 *or a final decision in such proceedings has been made and the results provided to the employee, the records*
884 *are no longer confidential.*

885

886 *(c) Notwithstanding the foregoing, any records or portions thereof which are otherwise confidential by*
887 *law shall continue to be exempt from the provisions of s.119.07(1). In addition, for sexual harassment*
888 *investigations, portions of such records that identify the complainant, a witness, or information that could*
889 *reasonably lead to identification of the complainant or a witness, are limited access records.*

889

890

ARTICLE 12

891

NON-REAPPOINTMENT

892

893

12.1 NO PROPERTY RIGHT. *No appointment or assignment shall create any right, interest, or expectancy in*
any other appointment or assignment beyond its specific terms.

894

895 **12.2 NOTICE.** The provision of notice under this section does not provide rights to a summer appointment
896 beyond those provided in the Appointment Article. For all the categories below that require continuous
897 service, that continuous service must be within the same salary administration plan.

898 (a) A&P Employees: Employees in Administrative and Professional (A&P) E&G positions not described in
899 Sections 12.2(c) or (d) below whose employment the University intends to terminate are entitled to written
900 notice depending on their length of continuous University service in that salary administration plan, as
901 follows, with:

902 (1) fewer than six months continuous university service, two weeks;

903 (2) six months but fewer than two years of continuous university service, four weeks;

904 (3) two years but fewer than five years of continuous university service, twelve weeks;

905 (4) five years but fewer than ten years of continuous university service, sixteen weeks.

906 (5) ten or more years of continuous university service, twenty weeks.

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

909 (1) For employees in their first seven years of continuous University service, six weeks if the
910 employee will not be continued in his or her multiyear appointment or will not be given another
911 appointment.

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

914 (c) "Soft money" appointments: The University is not obligated to continue employment for employees
915 on "soft money" appointments (e.g., contracts and grants, sponsored research funds, and grants and
916 donations trust funds) if funds are not available. If practicable, employees who are on these appointments
917 with seven or more years of continuous University service shall be provided with sixty days' notice.

918 (d) Not entitled to notice: Employees who are appointed for less than one academic year, who are
919 appointed to a visiting appointment, or who are employed in an auxiliary entity are not entitled to notice
920 that they will not be offered further appointment.

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

923 (1) For employees in their first six years of continuous University service, the remainder of a
924 semester or six weeks, whichever is greater;

925 (2) Notice period for employees after six or more years of continuous University service, one full
926 semester or 16 weeks, whichever is greater.

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

934

935 **12.3 GRIEVABILITY.** An employee who receives written notice of non-reappointment may, according to
936 the Grievance Procedures Article, contest the decision because of an alleged violation of a specific term of
937 the Agreement or because of an alleged violation of the employee's constitutional rights. Such grievances
938 must be filed within thirty (30) calendar days of receipt of the statement of the basis for the decision not to
939 reappoint pursuant to Section 12.2(f), or receipt of the notice of non-reappointment if no statement is
940 requested.

941

942 **12.4 RESIGNATION.** An employee who wishes to resign has the professional obligation, when possible, to
 943 provide the University with sufficient notice to avoid scheduling and classroom disruptions or, where the
 944 employee does not have an instructional assignment, four weeks' notice. Upon resignation, all consideration
 945 for tenure and reappointment shall cease. Insufficient notice may result in an "ineligible for rehire"
 946 statement in the file.

947
 948 **12.5 PAYOUT.** At the time of or following issuance of a notice of nonrenewal to any employee, the
 949 University may elect in its discretion to pay the employee for all or a portion of the notice period, as may be
 950 allowed under Florida law. If the University elects this option, it shall pay the employee an amount, less
 951 withholding, equal to the salary for that portion of the notice period which the University is paying out, and
 952 the employee's employment shall terminate immediately.

954 **ARTICLE 13**

955 **LAYOFF**

956 **13.1 LAYOFF.**

957 (a) Layoff. A layoff occurs as a result of adverse financial circumstances; reallocation of resources;
 958 reorganization of degree or curriculum offerings or requirements; reorganization of academic or
 959 administrative structures, programs, or functions; or curtailment or abolition of one or more programs or
 960 functions.

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

964
 965 **13.2 LAYOFF CONSIDERATIONS.** The selection of employees in the layoff unit to be laid off will be
 966 determined as follows:

967 (a) No tenured employee shall be laid off if there are non-tenured employees in the layoff unit. No non-
 968 tenured but tenure-earning employees shall be laid off if there are non-tenured, non-tenure earning
 969 employees in the layoff unit.

970 (b) The sole instance in which only one employee will constitute a layoff unit is when the functions that
 971 the employee performs constitute an area, program, or other level of organization at the University.

972 (c) Employees will be retained who, in the judgment of the University, will best contribute to the
 973 mission and purpose of the University, including its commitment to diversity. In making such judgment, the
 974 University shall carefully consider an employees' length of continuous University service, and shall take into
 975 account other appropriate factors, including but not limited to performance evaluation by students, peers,
 976 and supervisors, and the employee's academic training, professional reputation, teaching effectiveness,
 977 research record or quality of the creative activity in which the employee may be engaged, and service to the
 978 profession, community, and public.

979 (d) No tenured employee shall be laid off solely for the purpose of creating a vacancy to be filled by an
 980 administrator entering the bargaining unit.

981
 982 **13.3 NOTICE.** Eligible employees should be informed of layoff as soon as practicable and, where
 983 circumstances permit, after six or more years of continuous UCF service, employees should be provided at
 984 least one full semester's notice or 16 weeks' notice for employees with an assignment greater than an
 985 academic year; those in their first six years of continuous University service, the remainder of a semester, or
 986 six weeks, whichever is greater. Formal written notice of layoff is to be sent by certified mail, return receipt
 987 requested, or delivered in person to the employee with written documentation of receipt obtained. The
 988 notice shall include effective date of layoff; reason for layoff; a statement of appeal/grievance rights and

989 applicable dates for filing; and information on how to access the University Vacancy Listing. The University
990 shall copy the local UFF Chapter on the layoff notice provided to the employee. The UFF may request a
991 consultation with the University's representatives to discuss the noticed layoff.
992

993 **13.4 LIMITATIONS.** Multiyear appointments, A&P employees, "soft money" appointments such as Auxiliary
994 or C&G funded positions, visiting or provisional appointments, or employees who are appointed for less
995 than one academic year are subject to layoff, but the notice provisions of 13.3 shall not apply to employees
996 with these appointments.
997

998 **13.5 RE-EMPLOYMENT/RECALL.**

999 (a) For one year following the last day of employment, an employee who has been laid off and who is
1000 not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or
1001 similar position at the University should an opportunity for such re-employment arise. It shall be the
1002 employee's responsibility to check the vacancy listing and notify Academic Affairs if he or she sees a vacancy
1003 that he or she is interested in and qualified for. Any offer of re-employment pursuant to this section must be
1004 accepted within fourteen days after the date of the offer and shall take effect no later than the beginning of
1005 the semester following the date the offer was made. If an employee rejects an offer of re-employment, the
1006 employee shall receive no further consideration pursuant to this Article.

1007 (b) An eligible employee shall resume the same status upon recall, as applicable.

1008 (c) Upon recall or reemployment, under this section, the eligible employee shall normally receive the
1009 same credit for years of service as held on the date of layoff.

1010 (d) Employee Assistance Programs. Employees participating in an employee assistance program who
1011 receive a notice of layoff may continue to participate in that program for a period of ninety days following
1012 the layoff.
1013

1014 **ARTICLE 14**

1015 **PROMOTION PROCEDURE**

1016 **14.1 POLICY.** Promotion decisions are not merely a totaling of an employee's annual performance
1017 evaluations. Rather, the University, through its faculty, professional employees, and administrators,
1018 assesses the employee's potential for growth and scholarly contribution as well as past meritorious
1019 performance.
1020

1021 **14.2 CUMULATIVE PROGRESS EVALUATIONS.**

1022 (a) Beginning with the second year of employment, tenure earning Assistant Professors eligible for
1023 consideration for promotion to Associate Professor shall be apprised of their progress toward promotion.
1024 For example, employees hired in Fall 2019 or Spring 2020 will receive their first cumulative progress
1025 evaluation in Spring 2021. The appraisal shall be included as a separate component of the annual evaluation
1026 and is intended to provide assistance and counseling to candidates to help them to qualify themselves for
1027 promotion. Tenured employees eligible for consideration for promotion to Professor shall be apprised of
1028 their progress toward promotion at least once prior to submitting their promotion dossier. The employee
1029 may request, in writing, a meeting with an administrator at the next higher level to discuss concerns
1030 regarding the promotion appraisal which were not resolved in previous discussions with the evaluator.

1031 (b) Other employees who are eligible for promotion may, at their option and upon written request, be
1032 similarly apprised of their progress toward promotion.
1033

14.3 CRITERIA.

(a) Promotion decisions shall be a result of meritorious performance and shall be based upon established criteria specified in writing by the University. All affected employees shall be notified where to locate a copy of the criteria. The University and/or unit faculty may modify these criteria so long as the majority of the tenured faculty in the department/unit or the dean has initiated this change. Changes in criteria shall not become effective until one year following adoption of the changes, unless mutually agreed to by majority secret ballot of the department or unit's tenured faculty (or all faculty in the department, if there are fewer than three tenured faculty in the department) and approval by the university's representative. The date of adoption shall be the date on which the changes are approved by the administrator at the highest level required under applicable University policies and procedures. Any proposal to develop or modify promotion criteria shall be available for discussion by members of the affected departments/units before adoption.

(b) The University is encouraged to review its promotion criteria which may exist at the University, college/school, or department/unit level to ensure that such criteria comport with the mission of the University and its various academic units.

(c) Except in cases where an employee is hired with tenure or service credit, the employee normally must have at least five years of university service in their current regular 1.0 FTE non-visiting position since the date of last promotion or the date of hire into the current position, whichever is more recent, to be eligible to apply for promotion.

14.4 PROCEDURES.

(a) The only documents which may be considered in making promotion recommendations are those contained or referenced in the promotion dossier. The provisions of the Evaluation File Article shall apply to the contents of the promotion dossier. It shall be the responsibility of the employee to see that the dossier is complete and accurate. Prior to the consideration of the employee's promotion, the employee shall have the right to review the contents of the promotion dossier and may include a brief response to any material therein. If any material is added to the dossier after the commencement of consideration, a copy shall be sent to the employee within five days (by personal delivery, by mail, return receipt requested, or through the eP&T portal, if applicable). The employee may attach a brief response within five days of his/her receipt of the added material. The dossier shall not be forwarded until either the employee submits a response or until the second five day period expires, whichever occurs first. If a document that is not part of the promotion dossier is considered, then, prior to the committee's decision, it shall be added to the promotion file and the procedures for notifying the employee described in this section shall be followed.

(b) Applications for promotion shall include a copy of applicable promotion criteria, the employee's annual assignments and annual evaluations, and, the employee's promotion appraisal(s). Only employees seeking promotion to Associate Professor are required to include their cumulative progress evaluations in the promotion file.

14.5 NOTICE OF DENIAL. If any employee is denied promotion, the employee shall be notified in writing by the appropriate administrative official, within ten days or as soon as possible thereafter, of that decision. Upon written request by an employee within twenty days of the employee's receipt of such decision, the University shall provide the employee with a written statement of the reasons why the promotion was denied.

14.6 INSTRUCTOR/LECTURER CHANGE IN TITLE. If an employee with an instructor title earns a terminal degree from an accredited institution in an appropriate field of specialization, the employee's title shall be changed to a lecturer title. The employee's rank shall remain the same (e.g., an Associate Instructor shall

1081 become an Associate Lecturer) and years of service earned toward eligibility for promotion to the next rank
1082 shall not be affected.

1084 **ARTICLE 15**

1085 **TENURE**

1086 **15.1 ELIGIBILITY.** Employees with the rank of Associate Professor and Professor shall normally be eligible
1087 for tenure. Tenure shall be in a department/unit or other appropriate administrative unit. Tenure shall not
1088 extend to those with visiting, courtesy, clinical, research, provisional, or administrative appointments in the
1089 General Faculty or Administrative and Professional classification plans.

1091 **15.2 TENURE DECISION.**

1092 (a) A full-time employee shall normally be considered for tenure during the sixth year of continuous
1093 service in a tenure-earning position, including any prior service credit granted at the time of initial
1094 employment. An employee's written request for early tenure consideration is subject to the University's
1095 written agreement.

1096 (b) By the end of six years of service at the University, an employee eligible for tenure shall either be
1097 awarded tenure by the Board of Trustees or given notice that further employment will not be offered. Upon
1098 written request by an employee within twenty days of the employee's receipt of such notice, the University
1099 shall provide the employee with a written statement of reasons by the president or representative why
1100 tenure was not granted.

1101 (c) Decision by the Board of Trustees. The Board of Trustees shall award tenure. This decision shall
1102 normally be made at the May Board Meeting but no later than the following meeting. The employee shall
1103 be notified in writing by the president or representative within five days of the decision of the Board.

1104 (d) An employee being considered for tenure prior to the sixth year may withdraw from consideration
1105 before the Provost issues a final written recommendation without prejudice.

1107 **15.3 CRITERIA FOR TENURE.**

1108 (a) The decision to award tenure to an employee shall be a result of meritorious performance and shall
1109 be based on established criteria specified in writing by the University. The decision shall take into account
1110 the following:

- 1111 (1) annual performance evaluations;
- 1112 (2) the needs of the department/unit, college/unit, and University;
- 1113 (3) the contributions of the employee to the employee's academic unit (program, department/unit,
1114 college/unit); and
- 1115 (4) the contributions the employee is expected to make to the institution.

1116 (b) The University shall make available a copy of the criteria for tenure to employees eligible for tenure,
1117 and, beginning with the second year of employment, each such employee shall be apprised in writing once
1118 each year of the employee's progress toward tenure. For example, employees hired without tenure credit in
1119 Fall 2019 or Spring 2020 will receive their first cumulative progress evaluation in Spring 2021. The appraisal
1120 shall be included as a separate component of the annual evaluation and is intended to provide assistance
1121 and counseling to candidates to help them to qualify themselves for tenure. The employee may request, in
1122 writing, a meeting with an administrator at the next higher level to discuss concerns regarding the tenure
1123 appraisal that were not resolved in previous discussions with the evaluator.

1124 (c) Tenure criteria shall be available in the department/unit office and/or at the college/unit level.
1125

15.4 MODIFICATION OF CRITERIA.

(a) Modifying Criteria. The University may modify the criteria for tenure so long as the majority of the tenured faculty in the department/unit or the dean has initiated this change. Changes in criteria shall not become effective until one year following adoption of the changes, unless mutually agreed to by majority secret ballot of the department or unit's tenured faculty (or all faculty in the department, if there are fewer than three tenured faculty in the department) and approval by the university's representative. The date of adoption shall be the date on which the changes are approved by the administrator at the highest level required under applicable university policies and procedures.

(b) Effect on Employees. If an employee has at least four years of tenure-earning credit as of the date on which the tenure criteria are adopted above, the employee shall be evaluated for tenure under the criteria as they existed prior to modification unless the employee notifies the university at least thirty days prior to commencement of the tenure consideration that he/she chooses to be evaluated under the newly adopted criteria.

15.5 RECOMMENDATIONS AND PROCEDURES.

(a) Recommendations for the awarding of tenure shall be made by the employee's supervisor and shall include a poll by secret ballot of the tenured members of the employee's department/unit. The performance of an employee during the entire term of employment at the institution shall be considered in determining whether to grant tenure. Recommendations regarding tenure shall include a copy of applicable tenure criteria, the employee's annual assignments and annual evaluations, and the employee's cumulative progress evaluations. Prior to the consideration of the employee's candidacy, the employee shall have the right to review the contents of the tenure dossier and may attach a brief and concise response to any materials therein. It shall be the responsibility of the employee to see that the dossier is complete and accurate.

(b) If any material is added to the dossier after the commencement of consideration, a copy shall be sent to the employee within five days (by personal delivery, by mail, return receipt requested, or through the eP&T portal, if applicable). The employee may attach a brief response within five days of his/her receipt of the added material. The dossier shall not be forwarded until either the employee submits a response or until the second five-day period expires, whichever occurs first. The only documents which may be considered in making a tenure recommendation are those contained or referenced in the tenure dossier. If a document that is not part of the tenure dossier is considered, then, prior to the committee's decision, it shall be added to the tenure dossier and the procedures for notifying the employee described in this section shall be followed.

15.6 OTHER CONSIDERATIONS.

(a) During the period of tenure-earning service, the employee is subject to non-reappointment.

(b) An employee who is credited with tenure-earning service at the time of initial appointment may request, in writing, that the university's representative withdraw all or a portion of such credit. An employee may make such a request only one time, and the request must be received before the end of the spring semester prior to the fall semester of the employee's final year of eligibility.

15.7 TRANSFER OF TENURE. When a tenured employee is transferred as a result of a reorganization or program curtailment within the University and is employed in the same or similar discipline in which tenure was granted, the employee's tenure shall be transferred to the new department.

15.8 TENURE UPON APPOINTMENT. Tenure may be granted to an employee by the Board of Trustees at the time of initial appointment, upon recommendation of the appropriate administrator. The administrator shall

1173 consider the recommendation of the department or equivalent unit prior to making his/her final tenure
1174 recommendation.
1175

1176 **15.9 LEAVE.** Authorized leaves of absence shall be credited or not credited toward the period of tenure-
1177 earning service according to the provisions of the Leaves Article.
1178

1179 **15.10 TERMINATION/LAYOFF.** Tenure/permanent status guarantees annual reappointment for the
1180 academic year until voluntary resignation, retirement, removal for just cause, failure to complete conditions
1181 of compulsory leave, or layoff.
1182

1183 **ARTICLE 16**

1184 **LETTERS OF COUNSEL, DISCIPLINARY ACTION, AND JOB ABANDONMENT**

1185 **16.1 LETTERS OF COUNSELING/INSTRUCTION.** Letters of Counseling or Instruction may be given to employees
1186 to provide information regarding university policies, rules, or provisions of the Collective Bargaining
1187 Agreement or information about UCF's Employee Assistance Program. Such letters are not considered
1188 discipline and are not placed in the employee's Evaluation File unless requested by the employee. They may
1189 be used only as evidence to demonstrate the employee's awareness of University expectations. Since
1190 Letters of Counseling or Instruction do not constitute discipline, they are not subject to the Grievance
1191 Procedures Article.
1192

1193 **16.2 JUST CAUSE.**

1194 (a) The purpose of this section is to provide a prompt and equitable procedure for disciplinary action
1195 taken with just cause. Just cause shall be defined as:

- 1196 (1) incompetence, or
- 1197 (2) misconduct.

1198 (b) An employee's activities which fall outside the scope of employment shall constitute misconduct
1199 only if such activities adversely affect the legitimate interests of the University.
1200

1201 **16.3 NOTICE OF INTENT.**

1202 (a) Oral Reprimand and Written Reprimand. No notice of intent or employee response time is required
1203 when an employee receives an oral reprimand or written reprimand.

1204 (b) Suspension or Termination. When the University's representative has reason to believe that
1205 suspension or termination should be imposed, the University's representative shall provide the employee
1206 with a written notice of the proposed action and the reasons therefore. Such notice shall be sent via
1207 certified mail, return receipt requested, or delivered in person with written documentation of receipt
1208 obtained. The employee shall be given seven days to respond in writing to University's representative
1209 before the proposed action is taken. The University's representative then may issue a notice of disciplinary
1210 action.
1211

1212 **16.4 NOTICE OF DISCIPLINARY ACTION.** All disciplinary notices shall be sent via certified mail, return receipt
1213 requested, or delivered in person to the employee with written documentation of receipt obtained.
1214

1215 **16.5 DISCIPLINARY ACTION OTHER THAN TERMINATION.** The University retains its right to impose disciplinary
1216 action other than termination for just cause including, but not limited to, suspension with or without pay.
1217 Should the university require, as part of the disciplinary process, participation in training or counseling,
1218 failure to provide evidence of completion would be considered just cause for further discipline.
1219

1220 **16.6 TERMINATION.** A tenured appointment or any appointment of definite duration may be terminated
1221 during its term for just cause.
1222

1223 **16.7 EMPLOYEE ASSISTANCE PROGRAM.** Neither the fact of an employee's participation in an Employee
1224 Assistance Program, nor information generated by participation in the program, shall be used as a reason
1225 for discipline under this Article, except for information relating to an employee's failure to participate in an
1226 Employee Assistance Program consistent with the terms to which the employee and the University have
1227 agreed.
1228

1229 **16.8 JOB ABANDONMENT.**

1230 (a) If an employee is absent without authorized leave for seven or more days, the employee shall be
1231 considered to have abandoned the position and voluntarily resigned from the University.

1232 (b) Notwithstanding paragraph (a), above, if the employee's absence is for reasons beyond the control
1233 of the employee and the employee or a representative notifies the University as soon as practicable with a
1234 reasonable and supportable explanation, the employee will not be considered to have abandoned the
1235 position.
1236

1237 **ARTICLE 17**

1238 **LEAVES**

1239 **17.1 REQUESTS FOR A LEAVE OR EXTENSION OF LEAVE OF ONE SEMESTER OR MORE.** There are various types of
1240 leave that the university offers. Employees are responsible for filling out all necessary paperwork, meeting
1241 deadlines, working with their supervisors to discuss their requests, and completing all paperwork prior to
1242 their return.

1243 (a) For a leave of one semester or more, an employee shall make a written request not less than 120
1244 days prior to the beginning of the proposed leave, if practicable.

1245 (b) For an extension of a leave of one semester or more, an employee shall make a written request not
1246 less than sixty days before the end of the leave, if practicable.

1247 (c) The University shall approve or deny such request in writing not later than thirty days after receipt of
1248 the request.

1249 (d) An absence without approved leave or extension of leave shall subject the employee to the
1250 provisions of the Discipline Article.

1251 (e) An employee's request for use of leave for an event covered by the provisions of the Family and
1252 Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance
1253 with the provisions of the FMLA and its implementing regulations.
1254

1255 **17.2 RETURN FROM LEAVE.** An employee who returns from an approved leave of absence with or without
1256 pay shall normally be returned to the same classification, unless the University and the employee agree in
1257 writing to other terms and conditions. The return from FMLA leave shall be governed by the FMLA and its
1258 implementing regulations, as discussed in this Article.
1259

1260 **17.3 ACCRUAL DURING LEAVE WITH PAY.** An employee shall accrue normal leave credits while on
1261 compensated leave in full-pay status, or while participating in the sabbatical or professional development
1262 programs. If an employee is on compensated leave in less than full-pay status for other than sabbaticals or
1263 professional development programs, the employee shall accrue leave in proportion to the pay status.
1264 Employees who are on leave without pay will not accrue leave.
1265

1266 **17.4 TENURE CREDIT DURING PERIODS OF LEAVE.** A semester during which an employee is on compensated
1267 or uncompensated leave for no more than 160 total hours shall be considered tenure-earning for the
1268 purpose of determining eligibility for tenure, except by mutual agreement of the employee and the
1269 University. A semester during which an employee spends more than 160 hours on family and medical,
1270 parental, administrative, or military leave, whether paid or unpaid, shall not be tenure-earning unless
1271 otherwise mutually agreed to by the employee and the University's representative in writing at the time
1272 such leave begins unless the leave is to perform research activity. Upon return from military leave, an
1273 employee may make a request to the university's representative that the time spent on military leave be
1274 tenure-earning. Time spent on paid or unpaid leave for any purpose not otherwise listed herein shall be
1275 tenure-earning unless otherwise mutually agreed to by the employee and the university's representative in
1276 writing at the time such leave begins.
1277

1278 **17.5 HOLIDAYS.**

1279 (a) An employee shall be entitled to observe all official holidays designated in accordance with Section
1280 110.117, Florida Statutes. No classes or examinations shall be scheduled on holidays. Classes not held
1281 because of a holiday shall not be rescheduled.

1282 (b) Supervisors are encouraged not to require an employee to perform duties on holidays; however, an
1283 employee required to perform duties on holidays shall have the employee's schedule adjusted to provide
1284 equivalent time off, up to a maximum of eight hours for each holiday worked.

1285 (c) If an employee who has performed duties on a holiday terminates employment prior to being given
1286 time off, the employee shall be paid, upon termination, for the holiday hours worked within the previous
1287 twelve month period.
1288

1289 **17.6 FAMILY AND MEDICAL LEAVE ACT (FMLA) ENTITLEMENTS.**

1290 (a) The Family and Medical Leave Act of 1993 ("FMLA") is the common name for the Federal law
1291 providing eligible employees an entitlement of up to twelve weeks of leave without pay for qualified family
1292 or medical reasons during a one-year period. This Act entitles the employee to take leave without pay;
1293 where University policies permit, employees may use accrued leave with pay during any qualifying family or
1294 medical leave. Employees are entitled to use FMLA in accordance with law and University policies. The
1295 failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no
1296 way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through
1297 the FMLA.
1298

1299 **17.7 MODIFIED INSTRUCTIONAL DUTIES (MID) IN CASE OF BIRTH OR ADOPTION.** Employees who elect the MID
1300 are ineligible for Paid Parental Leave. Once a modified plan is agreed to by the employee and his or her
1301 supervisor, it shall be reviewed by the dean or vice president. The dean or vice president shall either
1302 approve the modified work plan, or work in collaboration with the supervisor and employee to try to reach
1303 an acceptable solution. If the employee normally has an instructional assignment, then, after consultation
1304 with the employee, the supervisor shall determine that the:

1305 (a) assignment be changed to a non-instructional assignment for the academic semester during which
1306 the child is expected to arrive; or

1307 (b) employee's work schedule may be altered.
1308

1309 **17.8 PARENTAL LEAVE OPTIONS.** The University of Central Florida provides a supportive environment that
1310 enables employees to address the complexity of balancing their work and family commitments. The
1311 University provides the following leave options when an employee becomes a biological parent, a child is

1312 placed for adoption in the employee's home, or the employee becomes the legal guardian of a child.

1313 Modified Instructional Duties are not available for an employee on paid or unpaid parental leave.

1314 (a) Paid Parental Leave. Paid Parental Leave is designed to minimize classroom disruption. Paid parental
1315 leave may be used no more than twice during the employee's employment at the University. If both parents
1316 are employees of the University, only one parent may request paid parental leave under this program for
1317 each qualifying event (birth or adoption). Employees are eligible for paid parental leave as follows for the
1318 birth, adoption, or assumption of legal guardianship of a child. Upon request, one of the following paid
1319 parental leave options may be offered to employees as follows:

1320 (1) Nine or twelve month instructional employees may receive one regular (Fall or Spring) semester;

1321 (2) Twelve month instructional employees have the option of taking leave for the duration of the
1322 summer term (usually May 8 until August 7);

1323 (3) Twelve month non-instructional, research, and clinical employees may receive up to 13
1324 contiguous weeks

1325 (4) In order to participate in this program, an employee must be employed for a minimum of one
1326 academic year on at least a 0.75 FTE line. This program does not apply to individuals on a temporary, a term
1327 limited, or a visiting appointment. Furthermore, employees on soft money shall be eligible to the extent that
1328 such benefits are permitted by the terms of the contract or grant, the ability to meet a grantor's
1329 deliverables, the rules of the funding agency, and adequate funds are available.

1330 (5) The employee will request the use of paid parental leave in writing no later than three months
1331 prior to the anticipated beginning of the leave and the leave must occur no later than a semester
1332 immediately following the birth or adoption event. A shorter notice period may be permitted for good
1333 cause and/or special circumstances at the discretion of the provost or designee. Parental leave is separate
1334 from, but may run concurrent with, medical or FMLA leave.

1335 (6) The employee will sign a written agreement detailing the terms of the paid parental leave.
1336 Participation in paid parental leave is contingent upon execution of the signed agreement.

1337 (7) The employee must agree in writing to return to University employment for at least one
1338 academic year following participation in the program. This time does not include time awarded for a
1339 sabbatical or other type of leave. For example, it would be possible for a nine-month employee to take a
1340 sabbatical and then opt for the paid parental leave program. In that case, the employee would need to
1341 return to active university service for one year for each of the programs; in this case, two academic years.

1342 (8) Repayment of salary, retirement, benefits, and expenses received during paid parental leave shall
1343 be required in those instances where payments are made in the absence of a signed agreement by the
1344 employee, or when the employee fails to comply with the terms of the program.

1345 (9) An employee who makes use of paid parental leave and who remains in University employment
1346 for at least one academic year (calendar year for non-instructional faculty) following participation in the
1347 parental leave program shall have the total number of hours used deducted from the employee's sick leave
1348 and/or annual leave balance (with sick leave being deducted first) that the employee has remaining at the
1349 time of separation from the University, or upon transferring between an annual leave and non-annual leave
1350 accruing contract.

1351 (10) Employees on paid parental leave cannot engage in outside employment unless approved in
1352 advance.

1353 (b) Unpaid Parental Leave.

1354 (1) If an employee is ineligible or chooses not to use a modified work assignment (MID) or paid
1355 parental leave, the employee may request an unpaid parental leave not to exceed six months when the
1356 employee becomes a biological parent or a child is placed for adoption in the employee's home.

1357 (2) Employees on parental leave may use up to six weeks of paid sick leave for the period of leave
1358 immediately following the birth of a child (or eight weeks following a C-Section). Parental leave beyond the
1359 six week period may be covered by other accrued paid leave or remain a period of unpaid leave.

1360 (3) The period of parental leave shall begin no more than two weeks before the expected date of the
1361 child's arrival. Employees must complete the appropriate forms 30 days before the anticipated date of birth
1362 or adoption.

1363 a. the university's representative or designee shall acknowledge to the employee in writing the
1364 period of leave to be granted, and the date of return to employment.

1365 b. any illness caused or contributed to by pregnancy, when certified by a health care provider,
1366 shall be treated as temporary disability if requested, and the employee shall be allowed to use accrued sick
1367 leave credits. In such a case, a Medical or Parental Leave Request Form and a UCF Medical Certification
1368 Form is required.

1370 **17.9 LEAVES DUE TO ILLNESS/INJURY.** When an employee is absent with a serious health condition and
1371 wishes to request FMLA protection or is absent more than 10 days due to illness or injury, a Medical or
1372 Parental Leave Request Form and a UCF Medical Certification Form must be submitted to Human Resources
1373 as soon as practicable. Illness/Injury is defined as any physical or mental impairment of health, including
1374 such an impairment proximately resulting from pregnancy, which does not allow an employee to fully and
1375 properly perform the duties of the employee's position. When an employee's illness/injury may be covered
1376 by the Americans with Disabilities Act, the provisions of Public Law 101-336 shall apply.

1377 (a) Sick Leave.

1378 (1) Accrual of Sick Leave.

1379 a. A full-time employee shall accrue four hours of sick leave for each biweekly pay period, or the
1380 number of hours that are directly proportionate to the number of days worked during less than a full-pay
1381 period, without limitation as to the total number of hours that may be accrued.

1382 b. A part-time employee shall accrue sick leave at a rate directly proportionate to the percent of
1383 time employed.

1384 (2) Uses of Sick Leave. It is the responsibility of the employee to report sick leave when any
1385 scheduled time (such as a meeting, office hours, teaching, committee work), or if, due to illness or
1386 hospitalization, fewer than eighty hours are worked during the reporting time period. The employee has an
1387 obligation to inform their chair/supervisor as far in advance as possible to mitigate disruption to the
1388 department/college. When utilizing sick leave, it is not permissible to engage in outside employment or to
1389 receive payment for services.

1390 a. Sick leave shall be accrued before being taken, provided that an employee who participates
1391 in a sick leave pool shall not be prohibited from using sick leave otherwise available to the employee
1392 through the sick leave pool.

1393 b. Sick leave shall be authorized for the following:

1394 1. The employee's personal illness, exposure to a contagious disease which would endanger
1395 others, or disability where the employee is unable to perform his/her assigned duties.

1396 2. The employee's personal appointments with a health care provider.

1397 3. The illness or injury of a member of the employee's immediate family, at the discretion of
1398 the supervisor. Approval of requests for use of reasonable amounts of sick leave for caring for a member of
1399 the employee's immediate family shall not be unreasonably withheld. "Immediate family" means the
1400 spouse and the grandparents, parents, brothers, sisters, children, and grandchildren of both the employee
1401 and the spouse and dependents living in the household.

1402 4. The death of a member of the employee's immediate family, at the discretion of the
1403 supervisor. Approval of requests for use of reasonable amounts of sick leave for the death of a member of
1404 the employee's immediate family shall not be unreasonably withheld.

1405 c. A continuous period of sick leave commences with the first day of absence and includes all
1406 subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official
1407 holidays observed by the State shall not be counted unless the employee is scheduled to perform services

1408 on such days. During any seven day period, the maximum number of days of sick leave charged against any
1409 employee shall be five days, or 40 hours.

1410 d. An employee who requires the use of sick leave must notify the supervisor as soon as
1411 practicable and shall report such leave to UCF's timekeeping system.

1412 e. An employee who becomes eligible for the use of sick leave while on approved annual leave
1413 shall, upon notifying the supervisor, substitute the use of accrued sick leave to cover such circumstances.

1414 (3) Certification. If an employee's request for absence or absence exceeds four consecutive days, or
1415 if a pattern of absence is documented, the University may require an employee to furnish certification
1416 signed by an attending health care provider affirming the medical reasons necessitating the absence and/or
1417 the employee's ability to return to work. If the medical certification furnished by the employee is not
1418 acceptable, the employee may be required to submit to a medical examination by a health care provider
1419 who is not a University staff member which shall be paid for by the University. If the medical certification
1420 indicates that the employee is unable to perform assigned duties, the president or representative may place
1421 the employee on compulsory leave under the conditions set forth in that Section.

1422 (4) Transfer of Credits. Currently, there are no statutory provisions for the transfer of accrued sick
1423 and, if applicable, annual leave balances between the University and any other state university or any state
1424 agency.

1425 (5) Payment for Unused Sick Leave.

1426 a. An employee with less than ten years of State service who separates from State government
1427 shall not be paid for any unused sick leave.

1428 b. An eligible employee who has completed ten or more years of State and/or University
1429 service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any
1430 embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a
1431 court of competent jurisdiction of having violated any State law against or prohibiting strikes by public
1432 employees, and separates from State government because of retirement for other than disability reasons,
1433 termination, or death, shall be compensated for the employee's unused sick leave at the employee's current
1434 regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-
1435 fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused
1436 sick leave since 1973 does not exceed 480 hours.

1437 c. Upon layoff, an eligible employee with ten or more years of University service shall be paid
1438 for unused sick leave as indicated above.

1439 d. All payments for unused sick leave shall be made in lump sum and shall not be used in
1440 determining the average final compensation of an employee in any State administered retirement system.
1441 An employee shall not be carried on the payroll beyond the last official day of employment, except that an
1442 employee who is unable to perform duties because of a disability may be continued on the payroll until all
1443 sick leave is exhausted.

1444 e. If an employee has received a lump sum payment for accrued sick leave, the employee may
1445 elect in writing, upon re-employment within 100 days, to restore the employee's accrued sick leave.
1446 Restoration will be effective upon the repayment of the full lump sum leave payment.

1447 f. In the event of the death of an employee, payment for unused sick leave at the time of death
1448 shall be made to the employee's beneficiary, estate, or as provided by law.

1449 (b) Job-Related Illness/injury.

1450 (1) An employee who sustains a job-related illness/injury that is compensable under the Workers'
1451 Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to
1452 exceed seven days immediately following the illness/injury, or for a maximum of forty work hours if taken
1453 intermittently without being required to use accrued sick or annual leave.

1454 (2) If, as a result of the job-related illness/injury, the employee is unable to resume work at the end
1455 of the period provided above:

1456 a. The employee may elect to use accrued leave in an amount necessary to receive salary
1457 payment that will increase the Workers' Compensation payments to the total salary being received prior to
1458 the occurrence of the illness/injury. In no case shall the employee's salary and Workers' Compensation
1459 benefits exceed the amount of the employee's regular salary payments; or

1460 b. The employee shall be placed on leave without pay and shall receive normal Workers'
1461 Compensation benefits if the employee has exhausted all accrued leave, or the employee elects not to use
1462 accrued leave.

1463 (3) This period of leave with or without pay shall be in accordance with Chapter 440 (Worker's
1464 Compensation), Florida Statutes.

1465 (4) If, at the end of the leave period, the employee is unable to return to work and perform assigned
1466 duties, the president or representative should advise the employee, as appropriate, of the Florida
1467 Retirement System's disability provisions and application process, and may, based upon a current medical
1468 certification by a health care provider prescribed in accordance with Chapter 440 (Worker's Compensation),
1469 Florida Statutes, and taking the University's needs into account:

1470 a. offer the employee part-time employment;

1471 b. place the employee in leave without pay status or extend such status;

1472 c. request the employee's resignation; or

1473 d. release the employee from employment, notwithstanding any other provisions of this
1474 Agreement.

1475 (c) Compulsory Leave.

1476 (1) Placing Employee on Compulsory Leave.

1477 a. If an employee is perceived to be unable to perform assigned duties due to illness/injury,
1478 medical certification, or subpar performance, the president or representative may require the employee to
1479 submit to a medical examination, the results of which shall be released to the University, by a health care
1480 provider chosen and paid by the University, or by a health care provider chosen and paid by the employee
1481 who is also acceptable to the president or representative. Such health care provider shall submit the
1482 appropriate medical certification(s) to the University.

1483 b. If the University agrees to accept the employee's choice of a health care provider, the
1484 University may not then require another University-paid examination.

1485 c. If the medical examination confirms that the employee is unable to perform assigned duties,
1486 the president or representative shall place the employee on compulsory leave.

1487 (2) Conditions of Compulsory Leave.

1488 a. Written notification to the employee placing the employee on compulsory leave shall include
1489 the duration of the compulsory leave period and the conditions under which the employee may return to
1490 work. These conditions may include the requirement of the successful completion of, or participation in, a
1491 program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as
1492 appropriate.

1493 b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory
1494 leave combines the use of accrued leave with leave without pay, the use of such leave shall be in
1495 accordance with this Article.

1496 c. If the employee fulfills the terms and conditions of the compulsory leave and receives a
1497 current medical certification that the employee is able to perform assigned duties, the president or
1498 representative shall return the employee to the employee's previous duties, if possible, or to equivalent
1499 duties.

1500 (3) Duration. Compulsory leave, with or without pay, shall be for a period not to exceed one year.

1501 (4) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the
1502 employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work
1503 and perform assigned duties at the end of a leave period, the president or representative should advise the

employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:

- a. offer the employee part-time employment;
- b. place the employee in leave without pay status or extend such status;
- c. request the employee's resignation; or
- d. release the employee from employment, notwithstanding any other provisions of this

Agreement.

17.10 ANNUAL LEAVE.

(a) Accrual of Annual Leave.

(1) Full-time employees appointed for more than nine months, except employees on academic year appointments, shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time employees), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of December 31, shall have any excess converted to sick leave on an hour-for-hour basis on January 1 of each year.

(2) Part-time employees appointed for more than nine months, except employees on academic year appointments, shall accrue annual leave at a rate directly proportionate to the percent of time employed.

(3) Academic year employees and employees appointed for less than nine months shall not accrue annual leave.

(4) At the request of the employee, he or she shall be permitted to use accrued annual leave for all or part of medical or parental leave.

(b) Use and Transfer of Annual Leave.

(1) Annual leave shall be accrued before being taken, except in those instances where the president or representative may authorize the advancing of annual leave. When leave has been advanced and employment is terminated prior to the employee accruing sufficient annual leave to credit against the leave that was advanced, the University shall deduct from the employee's warrant the cost of any annual leave advanced under this provision. All requests for annual leave shall be submitted by the employee to the supervisor as far in advance as possible and appropriate. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.

(2) An employee may transfer into an annual leave accruing position up to forty-four days of unused leave accrued in the University classification and pay plan in which previously employed, provided the employee has not received payment for such leave and no more than thirty-one days have elapsed between jobs.

(3) When an annual leave accruing employee moves to a position in State government, the transfer of leave shall be governed by the rules of the plan to which the employee is transferring. Should all unused leave not be transferable, up to forty-four days (352 hours) of the remaining balance shall be paid in lump sum, effective the last day of University employment, without affecting other leave benefits.

(4) The transfer of unused annual leave from a local government to an annual leave accruing position is not permitted unless a reciprocal agreement in writing between the University or its representative and the previous employing entity is in effect.

(c) Payment for Unused Annual Leave.

(1) Upon termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year contract, the University shall pay the employee for up to forty-four days (352 hours) of unused annual leave at the calendar year rate the employee was accruing as of the

employee's last day of work, provided that a determination has been made by the university's representative that the employee was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year contract. All unused annual leave in excess of forty-four days (352 hours) shall be transferred to the employee's sick leave.

(2) Upon layoff, an employee shall be paid for up to forty-four days (352 hours) of unused annual leave in lump sum.

(3) If an employee has received a lump sum payment for accrued annual leave, the employee may elect in writing, upon re-employment within 100 days, to restore the employee's accrued annual leave. Restoration will be effective upon the repayment of the full lump sum leave payment.

(4) In the event of the death of an employee, payment for all unused annual leave at the time of death, up to 352 hours, shall be made to the employee's beneficiary, estate, or as provided by law.

17.11 ADMINISTRATIVE LEAVES.

(a) Jury Duty and Court Appearances.

(1) An employee who is summoned as a member of a jury panel or subpoenaed as a witness in a matter not involving the employee's personal interests, shall be granted leave with pay and any jury or witness fees shall be retained by the employee; leave granted hereunder shall not affect an employee's annual or sick leave balance.

(2) An appearance as an expert witness for which an employee receives professional compensation falls under the Conflict of Interest/Commitment Article and the University's policies and regulations relative to outside employment/conflict of interest. Such an appearance may necessitate the employee requesting annual leave or, if a non-annual leave accruing employee, may necessitate the employee seeking an adjustment of the work schedule.

(3) If an employee is required, as a direct result of the employee's employment, to appear as an official witness to testify in the course of any action as defined in Section 92.142(2), Florida Statutes, such duty shall be considered a part of the employee's job assignment, and the employee shall be paid per diem and travel expenses and shall turn over to the University any fees received.

(4) An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must seek an adjustment to the work schedule or record leave without pay.

(b) Military Leave.

(1) Short-term Military Training. An employee who is a member of the United States Armed Forces Reserve, including the National Guard, upon presentation of a copy of the employee's official orders, letter from the Commanding Officer or appropriate military certification, shall be granted leave with pay during periods in which the employee is engaged in annual field training or other active or inactive duty for training exercises. Such leave with pay shall not exceed two hundred and forty hours in any one university fiscal year (July 1 – June 30). Additional leave for training may be taken as ordered by the military, however annual leave, compensatory leave or leave without pay may be utilized to cover the additional time necessary for training.

(2) National Guard State Service. An employee who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the State. Such leave with pay shall not exceed thirty days at any one time.

(3) Other Military Leave.

a. An employee, except an employee who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code.

b. Such leave of absence shall be verified by official orders or appropriate military certification.

The first thirty days of such leave shall be with full pay and shall not affect an employee's annual or sick leave balance. The remainder of military leave shall be without pay unless the employee elects to use accumulated annual leave or appropriate leave as provided in this Article, or the employer exercises its option to supplement the employee's military pay. Leave payment for the first thirty days shall be made only upon receipt of documentation from appropriate military authority.

c. Applicable provisions of Federal and State law shall govern the granting of military leave and the employee's re-employment rights.

d. Use of accrued leave is authorized during a military leave without pay in accordance with this Article.

(c) Leave Pending Investigation. When the University's representative has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the University's representative may immediately place the employee on leave pending investigation of the event(s) leading to that belief. The leave pending investigation shall commence immediately upon the president or representative providing the employee with a written notice. The leave may be with pay, with no reduction of accrued leave.

(d) Other Leaves Provided Not Affecting Accrued Leave Balances. An employee may be granted other leaves not affecting accrued leave balances which are provided as follows:

(1) Florida Disaster Volunteer Leave is provided for an employee who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen working days in the fiscal year may be provided upon request of the American Red Cross and the employee's supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.

(2) Civil disorder or disaster leave is provided for an employee who is member of a volunteer fire department, police auxiliary or reserve, civil defense unit, or other law enforcement type organization to perform duties in time of civil disturbances, riots, and natural disasters, including an employee who is a member of the Civil Air Patrol or Coast Guard Auxiliary, and called upon to assist in emergency search and rescue missions. Such paid leave not affecting leave balances may be granted upon approval by the president or designee and shall not exceed two days on any one occasion.

(3) Athletic competition leave is provided for an employee who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.

(4) Leave for re-examination or treatment with respect to service-connected disability is provided by Section 110.119, Florida Statutes, for an employee who has such rating by the United State Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the employee's leave balances shall be approved and shall not exceed six calendar days in any calendar year.

(e) Official Emergency Closings. The University's representative may close the University, or portions of the University, in accordance with University policies and regulations relating to natural disasters or other emergencies. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing shall not reduce employees' leave balances. Emergency closures that cause leave-earning employees to miss regularly scheduled assigned time (such as office hours, departmental meeting, etc.) shall be reported by the employee after such an event as ADM leave in UCF's timekeeping system.

17.12 LEAVE WITHOUT PAY.

(a) Granting. If a leave is in the best interests of the university, the university's representative, has the ability to grant an employee's leave without pay for a period not to exceed one year. Such leave may be extended upon mutual agreement. Employees on leave without pay must update their conflict of interest/commitment forms if there is any change from their last report. Employees given leaves of more than twelve weeks must return to the University for at least one academic year after their return. If the employee fails to return to the University for at least two consecutive semesters following participation in the program, all fringe benefits must be repaid to the University within 60 days for resignation or job abandonment.

(b) Salary Adjustment. The salary of an employee returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave.

(c) Retirement Credit. Retirement credit for such periods of leave without pay shall be governed by the rules and regulations of the Division of Retirement and the provisions of Chapter 121, Florida Statutes.

(d) Accrual of Leave/Holiday Pay. While on leave without pay, the employee shall retain accumulated sick leave and annual leave, but shall not accrue sick leave or annual leave nor be entitled to holiday pay.

(e) Use of Accrued Leave During an Approved Period of Leave Without Pay.

(1) Use of accrued leave with pay is authorized during a leave of absence without pay for parental, foster care, medical, or military reasons. Such use of leave with pay is provided under the following conditions:

a. Notwithstanding the provisions of this Article regarding the use of sick leave, an employee may use any type of accrued leave in an amount necessary to cover the employee's contribution to the State insurance program and other expenses incurred by the employee during an approved period of leave without pay. Under such circumstances, the employee must use a minimum of ten accrued leave hours per week.

b. Normally the use of accrued leave during a period of leave without pay for parental or medical reasons shall be approved for up to six months, but may be approved for up to one year for the serious health condition of the employee or a member of the employee's immediate family.

c. The employer contribution to the State insurance program shall continue for the corresponding payroll periods.

(2) An employee's request for the use of accrued leave during a period of leave without pay shall be made at the time of the employee's request for the leave without pay. Such request shall include the amount of accrued leave the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave which cause the employee or supervisor to reconsider the combination of leave with and without pay, the employee or supervisor may request approval of revisions to the original approval, which will be reviewed by the University.

ARTICLE 18**INVENTIONS AND WORKS**

18.1 UNIVERSITY AUTHORITY AND RESPONSIBILITIES. The University is authorized to establish regulations and procedures regarding patents, copyrights, and trademarks consistent with federal and state law. Such regulations and procedures shall be consistent with the terms of this Article.

18.2 DEFINITIONS. The following definitions shall apply in this Article:

(a) A "Work" means, in accordance with Title 17 of the U.S. Code, any original work of authorship that is or may be subject to copyright. Work includes but is not limited to printed material (such as books, articles, memoranda, and texts), computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, compositions (e.g., written, musical, dramatic), motion

1693 pictures, multimedia works, web pages, sound recordings, choreographic works, and pictorial or graphic
 1694 illustrations or displays, and any creative expression of a Trademark used in connection with these items.
 1695 Instructional Material is included in this definition.

1696 (b) "Instructional Material" shall include Works authored as part of or in connection with University
 1697 teaching. Examples include, but are not limited to, syllabi, lecture notes, case examples, course packs, video
 1698 lectures, power point presentations, examinations, audio or video recordings, motion pictures, films, slides,
 1699 photographic and other similar visual materials, electronic and digital media, computer programs,
 1700 programed instructional materials, web pages, materials created for on-line, mixed mode, distance or
 1701 distributed learning courses, three dimensional materials and exhibits, combinations of the above, and
 1702 similar instructional or testing materials.

1703 (c) "Distance or Distributed Learning" means a course that is rarely or never conducted with the
 1704 employee and the students in the same general physical space.

1705 (d) "Works for Hire" shall mean, as defined in Section 101 of the Copyright Code,

1706 (1) a Work that is prepared by an employee within the scope of his or her employment;

1707 (2) a Work specially commissioned for use by the University, for example, as a contribution to a
 1708 collective work, as part of a motion picture or other audio visual work, as a translation, as a supplementary
 1709 work, as a compilation, an instructional text, as a test or material for test, as an atlas, etc., if the parties
 1710 expressly agree in an executed writing that the Work shall be considered a work for hire.

1711 (e) An "Invention" means

1712 (1) any discovery, process, composition of matter, article of manufacture, know-how, design, model,
 1713 technological development, biological material, strain, variety, culture of any organism, or portion,
 1714 modification, translation, computer software or databases, or extension of these items which is or may be
 1715 patentable or otherwise protected under Title 35 of the United States Code, or that is or may be protected
 1716 as a Trade Secret, under the Florida Trade Secrets Act, Ch. 688, Fla. Stat. or any similar act of another State,
 1717 or the Defend Trade Secrets Act, 18 U.S.C. §1836, as may be relevant,

1718 (2) any novel variety of plant that is or may be patentable or otherwise protected under the Plant
 1719 Variety Protection Act (7 U.S.C. §2321 et seq.),

1720 (3) any Trademark, and/or

1721 (4) any directly related know-how used in connection with these items.

1722 (f) "University Support" shall mean the use of University funds, personnel, facilities, equipment, the
 1723 University computer infrastructure, materials, specially created software platforms such as "Materia," or
 1724 "Obojobo," professional video production, or technological information, in the creation or making of a Work
 1725 or Invention. University Support includes such support provided by other public or private organizations
 1726 when it is arranged, administered, or controlled by the University, including but not limited to research and
 1727 investigations that sponsored by the University and/or that carried out by public funds. It does not include
 1728 the ordinary use of University resources, including the use of desktop or University provided laptop
 1729 computers, the University computer resources, secretarial staff and supplies, one's office and the University
 1730 library.

1732 **18.3 RIGHTS TO COPYRIGHTED WORKS.**

1733 (a) Works owned by employees. The Work for Hire rule in the Copyright Act gives the University
 1734 ownership of the copyrights to works produced by its employees within the scope of their employment.
 1735 However, the University supports the long-standing tradition within academia as to certain exceptions to
 1736 the Work for Hire Doctrine, and therefore treats teaching and research faculty as the copyright owners of
 1737 Works as follows:

1738 (1) Works created as a result of independent efforts. "Independent "Efforts" means that the ideas
 1739 came from the employee; that the Work was made without University support; and that the University is
 1740 not responsible for any opinions expressed in the Work.

1741 (2) Works created as a result of Outside Activity. Works created from approved Outside Activity in
 1742 accordance with, Conflict of Interest or Commitment and Outside Activity Article, are the property of the
 1743 creator, subject to the following:

1744 a. Any requirement that an employee waive potential University rights to any Work that arises
 1745 during the course of such outside activity shall not be entered into unless specifically approved by the
 1746 University's representative, in writing, prior to the start of such outside activity.

1747 b. An employee who proposes to engage in an outside activity where the employee is asked to
 1748 waive the University's rights shall furnish a copy of this Article and the University's Copyrights and Works
 1749 Regulation to the outside employer prior to the time a consulting or other agreement is signed or, if there is
 1750 no written agreement, before the outside activity/employment begins.

1751 (3) Scholarly or artistic works. Works, regardless of their form of expression, for which the intended
 1752 purpose is to disseminate the results of academic research, scholarly study, or artistic expression such as
 1753 textbooks, journal articles, scholarly papers, conference presentations, works of popular nonfiction, novels,
 1754 poems, dramatic works, visual works of art or design, films, musical compositions/arrangements, etc.

1755 (4) Instructional Materials as defined in 18.2(b), subject to an irrevocable, nonexclusive, royalty free
 1756 license to the University to use, reuse, reproduce, update, display, distribute, and make derivative works
 1757 (such as compilations, archives, or composite works) for the research and educational purposes of the
 1758 University. A copy of current Instructional Materials shall be filed in the department office.

1759 (b) Works owned by the University. The University asserts copyright ownership as a Work for Hire (with
 1760 the exceptions noted in 18.3(a)) in any Work where:

1761 (1) The Creator was expressly commissioned in writing to produce or participate in the production of
 1762 the Work with University funds for a specific University purpose.

1763 (2) The Creator was expressly assigned in writing by the University to produce or participate in the
 1764 production of the Work.

1765 (3) The Creator was a faculty administrator or a non-faculty employee acting within the scope of his
 1766 or her employment.

1767 (4) The Creator was substantially assisted by a support agency of the University, received assistance
 1768 in the form of released time, or received University support including grants and contracts funds
 1769 administered by the University, for the creation of the Work.

1770 (5) Authorship cannot be attributed to one or a discrete number of authors but rather results from
 1771 simultaneous or sequential contributions over time by multiple employees, such as software tools
 1772 developed and improved over time by multiple individuals. Joint authorship is the not the determining
 1773 factor; rather, the University looks to determine whether authorship or creation is so diffuse as to be non-
 1774 attributable.

1775 (c) Transfer of copyright to the employee.

1776 (1) When copyright is owned by the University in accordance with the provisions of this Article, the
 1777 originating employee of the Work may request of the Vice President of Research and Dean of the College of
 1778 Graduate Studies ("Vice President of Research") that ownership be transferred to the employee. Such
 1779 request may be granted if it does not:

- 1780 a. violate any legal obligations of or to the University
- 1781 b. limit appropriate uses of the Work by the University
- 1782 c. create a conflict of interest for the employee
- 1783 d. otherwise conflict with specific goals of the University

1785 **18.4 RIGHTS IN INVENTIONS**

1786 (a) Inventions owned by employees.

1787 (1) Independent Inventive Efforts. All Inventions made outside the field or discipline in which the
 1788 employee is employed by the University, and for which no University Support has been used, are the

1789 property of the employee, subject to 35 U.S.C. 115, who has the right to determine the disposition of such
1790 property and revenue derived from such property. The employee and the University's representative may
1791 agree that the patent for such Invention be pursued by the University and the proceeds shared.

1792 (2) Outside Activity. An employee may, in accordance with Article 19, Conflict of Interest or
1793 Commitment and Outside Activity, engage in outside activity, including employment pursuant to a
1794 consulting agreement. All Inventions arising from authorized Outside Activity and outside of the field or
1795 discipline of the employee are the property of the employee, subject to the following conditions:

1796 a. Any requirement that an employee waive potential University rights to any Inventions that
1797 arise during the course of such outside activity shall not be entered into unless specifically approved by the
1798 University's representative, in writing, prior to the start of such outside activity

1799 b. An employee who proposes to engage in an outside activity where the employee is asked to
1800 waive the University's rights shall furnish a copy of this Article and the University's Patents, Trademarks, and
1801 Trade Secret Regulation to the outside employer prior to the time a consulting or other agreement is signed
1802 or, if there is no written agreement, before the outside activity/employment begins. Employees are not
1803 authorized to waive University rights, and any such waiver is deemed rejected unless specifically accepted
1804 by the Vice President of Research and Commercialization or designee.

1805 c. Undisclosed Outside Activity is considered unauthorized.

1806 (i) Any Invention arising from undisclosed Outside Activity must be disclosed to the Vice
1807 President of Research & Dean of the College of Graduate Studies ("Vice President of Research") or designee.
1808 If the employee claims the Invention resulted from Independent Inventive Effort(s), then as part of the
1809 disclosure, the employee shall provide sufficient documentation to substantiate the claim.

1810 (ii) Upon receipt of written notice from the Vice President of Research or designee
1811 confirming the University's decision not to assert a University interest in an Invention resulting from
1812 unauthorized Outside Activity, the employee shall have the right to determine the disposition of such
1813 Invention. However, the employee and the Vice President of Research or designee may agree that a patent
1814 for such Invention will be pursued by the University; in that event, the employee and University shall share
1815 in the proceeds of any Invention as provided by this Article any applicable University policies or procedures,
1816 including applicable University of Central Florida Research Foundation ("UCFRF") Guidelines and Procedures
1817 for Distribution of Funds or in such other manner as the employee and the Vice President of Research or
1818 designee may agree.

1819 (b) Inventions owned by the University.

1820 (1) University-Supported Efforts. Inventions made in the field or discipline in which the employee is
1821 employed by the University, or by using University Support, are the property of the University and the
1822 employee shall share in the proceeds therefrom. Such Inventions and related rights shall be the property of
1823 the University or its designee, UCFRF, and are hereby assigned to the University's designee, UCFRF, by the
1824 employee. If the University decides to patent, develop and market the Invention, all costs of the patent
1825 application and related activities, including those which lead to active licensed production, shall be paid
1826 from University funds. These costs shall be recovered before any division of patent or license revenue is
1827 made between the University and the employee.

1828 (2) Private or Industrially Sponsored Efforts. With some exceptions, Inventions developed in the
1829 course of privately or industrially sponsored research are the property of the University. The sponsor may
1830 be accorded the first option to negotiate an exclusive license, in which case the term of exclusivity and the
1831 compensation shall be negotiated at the time the Invention is made or under the provisions of the
1832 University's policy on copyrights and patents. The sponsor may also be accorded a pre-negotiated license,
1833 ownership, or other non-standard rights (collectively, "Non-Standard IP Rights"), upon written agreement of
1834 participating employees to the Non-Standard IP Rights. If the sponsor exercises the option, or any other
1835 Non-Standard IP Rights, the University retains royalty-free license rights to use the Invention or discovery
1836 for its own purposes.

1837

1838 18.5 DISCLOSURE/UNIVERSITY REVIEW

1839 (a) Employees are required to disclose all Inventions owned by the University and all Inventions
1840 resulting from any Outside Activity within the field or discipline of the inventing employee. It is the policy of
1841 the University that, in general, research results should be publishable; publication of such results in
1842 appropriate venues is encouraged. However, if the publication of research results may reveal an Invention in
1843 which the University has an interest, employees should seek advice on how and when to publish the results
1844 in order that potential patent rights for the Invention are not compromised. That is, upon the making of an
1845 Invention and prior to any publication or public disclosure, employees shall promptly and fully disclose to
1846 the Vice President of Research & Commercialization any Invention described in 18.4(b). Any delay in
1847 publication resulting from seeking such advice shall be minimized, but in any event shall not exceed ninety
1848 days from the date of presentation of the proposed publication, unless a sponsor has contractually required
1849 a more lengthy period, and such time period was confirmed acceptable to the employee(s) participating in
1850 the sponsored project.

1851 (1) The disclosure shall be made on the forms and according to procedures prescribed by the Vice
1852 President of Research. At a minimum the disclosure shall: (1) identify each employee who contributed to the
1853 Invention, (2) provide a brief description of the Invention, and (3) identify and summarize the research
1854 project including the participants and applicable funding sources

1855 (2) The Vice President for Research or designee shall conduct an investigation to assess the
1856 patentability and marketability, as well as the respective equities of the employee and the University in the
1857 Invention, and to determine the extent to which the University should be involved in its protection,
1858 development, and promotion.

1859 (3) The Vice President for Research or designee shall inform the employee of the University's
1860 decision regarding the University's interest in the Invention within a reasonable time, not to exceed ninety
1861 days from the date of the disclosure.

1862 (4) In the event the University elects to obtain a Patent, register a Trademark or a Copyright, or to
1863 formally define a Trade Secret to protect the University's rights in the Invention, employees will execute any
1864 and all necessary documents to affirm, publicly formalize, and record the transfer of all rights to the
1865 University or to UCFRF. UCFRF is required to comply with the same policies and procedures regarding
1866 allocation of proceeds/royalties as the University.

1867 (5) In the event the University asserts its rights in the Invention, all costs and expense of patenting,
1868 developing, and marketing the Invention and related activities, including those which may lead to active
1869 licensing of the Invention, shall be paid by the University.

1870 (6) The division, between the University and the employee, of proceeds generated by the licensing
1871 or assignment of an Invention shall be as set forth in the University's policy on copyrights and patents,
1872 including the applicable UCFRF Guidelines, or negotiated and reflected in a written contract between the
1873 University and the employee. All such agreements shall comport with and satisfy any preexisting
1874 commitments to outside sponsoring contractors.

1875 (7) The employee shall execute a Rights to Inventions Agreement and not commit any act that would
1876 tend to defeat the University's interest in the matter, and the University shall take any necessary steps to
1877 protect such interest.

1878 (b) Release of Rights.

1879 (1) In the event a sponsored research contractor has been offered the option to apply for the patent
1880 to an Invention or other rights in an Invention, the University will obtain the contractor's decision regarding
1881 the exercise of such rights within 120 days, or within the time provided in the sponsored research
1882 agreement.

1883 (2) Prior to making a patent application, at any stage of the patent process, or in the commercial
1884 application of an Invention, if the University has not otherwise assigned to a third party the right to pursue

its interests, the University's representative may elect to waive the University's rights to the patent, or withdraw from further involvement in the protection or commercial application of the Invention. At the request of the employee in such case, subject to government approval, if applicable, the University shall transfer the Invention rights to the employee. The Invention shall be the employee's property and any costs already incurred by the University or on its behalf shall not be assessed against the employee.

(3) All assignments or releases of Inventions, including patent rights, by the University's representative to the employee shall contain the provision that such Invention, if patented by the employee, shall be available royalty-free for governmental purposes of the State of Florida and research and instructional purposes of the University, including its affiliated entities, unless otherwise agreed in writing by the University.

ARTICLE 19 (Tentative Agreement reached July 5, 2018)

CONFLICT OF INTEREST OR COMMITMENT/OUTSIDE ACTIVITY

19.1 POLICY.

(a) The University and UFF recognize that outside employment, consulting, and similar activities may further the dissemination and use of employee knowledge and expertise and also advance the professional competence and reputation of employees. Employees may participate in outside activities and hold financial interests in accordance with the provisions of this Article.

(b) An employee is bound to observe, in all official acts, the highest standards of ethics consistent with the Code of Ethics of the State of Florida (Chapter 112, Part III, Florida Statutes), the advisory opinions rendered with respect thereto, Board of Governors rules, and University regulations.

(c) Nothing in this Article is intended to discourage an employee from engaging in outside activity in order to increase the employee's professional reputation, service to the community, or income, subject to the conditions stated herein.

19.2 DEFINITIONS.

(a) "Outside Activity" shall mean any private practice, private consulting, additional teaching or research, or other personal commitment, e.g., service on a Board of Directors, participation in a civic or charitable organization, political activity, etc., whether compensated or uncompensated, that is not part of the employee's assigned duties and for which the University provides no compensation.

(b) "Conflict of Interest" shall mean:

(1) any conflict between the private interests of the employee and the public interests of the University, the Board of Governors, or the State of Florida, including conflicts of interest specified under Florida Statutes; or

(2) any activity that interferes with the full performance of the employee's professional or institutional responsibilities or obligations.

(c) "Conflict of Commitment" shall mean:

(1) outside activities that involve frequent or prolonged absences from the University on non-University business; or

(2) outside activities that engage a substantial portion of the time an employee is expected to spend on assigned duties or University-related activities.

19.3 CONFLICTS OF INTEREST/COMMITMENT PROHIBITED. *Conflicts of interest and commitment, including those arising from University or outside activities, are prohibited. Employees are responsible for resolving such conflicts of interest or commitment, working in conjunction with their supervisors and other University officials.*

19.4 REPORT OF OUTSIDE ACTIVITY/FINANCIAL INTEREST.

(a) *An employee who proposes to engage in outside activity, including but not limited to one that could reasonably be concluded to create a conflict of interest or commitment, or proposes to hold a financial interest that may create a conflict of interest, shall report the details of such proposed activity or financial interest on the Potential Outside Activity, Employment, and Conflict of Interest and Commitment Disclosure form before engaging therein. Employment at other institutions of higher learning can create a conflict of interest or commitment.*

(b) *The report as described in paragraph 19.4(a) shall include as applicable the following information:*

(1) *name of the employing or contracting entity, or name of the entity in which the financial interest is held, and nature of its business;*

(2) *involvement of students and other employees in the activity, employing entity, or entity in which the financial interest is held, if that involvement is known to the employee making the disclosure;*

(3) *nature of the activity or financial interest (e.g., description of equity interest or intellectual property), including time spent if an activity is involved (e.g., instructional hours, estimated hours per week of travel time);*

(4) *source and type of compensation, and in the case of legal representation or service as an expert witness, all parties to the matter must be identified; and*

(5) *any conditions of the activity that involve waiving or impairing the employee's or the University's right to intellectual property.*

(c) *A new report shall be submitted annually or when an outside activity begins, substantially changes (e.g., expansion of outside activity, new source of funding) or has not been previously reported.*

(d) *The reporting provisions of this Section shall not apply to activities performed wholly during a period in which the employee has no appointment with the University. However, the employee should still be aware of the conflict of interest considerations that may arise from such activities.*

19.5 EXPEDITED GRIEVANCE PROCEDURE.

(a) *A grievance alleging a violation of Article 19 shall be heard at Step 1 by the University's representative no more than seven days after it has been filed. The University's representative shall issue a Step 1 decision no more than seven days after the Step 1 meeting.*

(b) *A request for review of the Step 1 decision shall be filed using Appendix "D," no more than seven days following receipt of the Step 1 decision. The Step 2 meeting shall be held no more than 7 days after receipt of Appendix "D", and the Step 2 decision shall be issued no more than 7 days after the meeting.*

(c) *A request for arbitration using Appendix "E" shall be filed within fourteen days after receipt of the Step 2 decision. An arbitrator shall be selected by the parties no more than fourteen days following the receipt of Appendix "E". The arbitrator shall issue a memorandum of decision within 7 days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with Section 20.8(f)(5).*

(d) *The employee may engage in such outside activity pending a resolution of the matter pursuant to Section 19.5(a) but does so at the risk of violating statutes or regulations.*

(e) *If the resolution of the matter is that there is a conflict of interest or commitment, the employee shall cease such activity immediately and may be required to turn over to the University all or part of compensation earned therefrom.*

19.6 USE OF UNIVERSITY RESOURCES. *An employee engaging in any outside activity shall not use the facilities, equipment, or services of the University in connection with such outside activity without prior approval of the president or president's representative. Approval for the use of University facilities, equipment, or services may be conditioned upon reimbursement for the use thereof.*

1979
1980 **19.7 NO UNIVERSITY AFFILIATION.** *An employee engaging in outside activity shall take reasonable*
1981 *precautions to ensure that the outside employer or other recipient of services understands that the employee*
1982 *is engaging in such outside activity as a private citizen and not as an employee, agent, or spokesperson of*
1983 *the University.*
1984

1985 **ARTICLE 20**

1986 **GRIEVANCE PROCEDURES**

1987 **20.1 POLICY/INFORMAL RESOLUTION.** The parties agree that all problems should be resolved, whenever
1988 possible, before filing a grievance but within the time limits for filing grievances stated elsewhere in this
1989 Article, and encourage open communications between administrators and employees so that resort to the
1990 formal grievance procedure will not normally be necessary. The parties further encourage the informal
1991 resolution of grievances whenever possible. At each step in the grievance process, participants are
1992 encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a
1993 prompt and efficient procedure for the investigation and resolution of grievances. The procedures
1994 hereinafter set forth shall be the sole and exclusive method for resolving grievances of employees as
1995 defined herein.
1996

1997 **20.2 RESORT TO OTHER PROCEDURES.** It is the intent of the parties to first provide a reasonable opportunity
1998 for resolution of a dispute through the grievance procedure and arbitration process. Except as noted below,
1999 if prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding
2000 is in progress, an employee requests, in writing, resolution of the matter in any other forum, whether
2001 administrative or judicial, the University shall have no obligation to entertain or proceed further with the
2002 matter pursuant to this grievance procedure. As an exception to this provision, a grievant may file an EEOC
2003 charge while the grievance is in progress when such filing becomes necessary to meet federal filing
2004 deadlines pursuant to 42 U.S.C. § 2000e et seq. Further, since the parties do not intend that this grievance
2005 procedure be a device for appellate review, the University representative's response to a recommendation
2006 of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall
2007 not be an act or omission giving rise to a grievance under this procedure.
2008

2009 **20.3 DEFINITIONS AND FORMS.** As used herein:

2010 (a) the term "grievance" shall mean a dispute filed on a form referenced in Section 20.3(c) concerning
2011 the interpretation or application of a specific term or Article(s) and section(s) of this Agreement, subject to
2012 those exclusions appearing in other Articles of this Agreement. A Step 1 Grievance is a grievance alleging
2013 that one or more violations of this Agreement have occurred at, or within, a college level unit. A Step 2
2014 Grievance is a grievance that has either

2015 (1) continued from the Step 1 college or unit level to the University level or

2016 (2) been filed alleging that one or more violations of the Agreement have occurred at the University
2017 level.

2018 (b) the term "grievant" shall mean an employee or group of employees who has/have filed a grievance
2019 in a dispute over a provision of this Agreement that confers rights upon the employee(s) or the UFF. The UFF
2020 may file a grievance:

2021 (1) in a dispute over a provision of this Agreement that confers rights upon the UFF. A grievance filed
2022 by the UFF on behalf of the UFF shall be initiated at Step 2; or

2023 (2) on behalf of the bargaining unit, a group of employees, or an individual employee, provided any
2024 group is identified with sufficient specificity to enable the University to identify its members.

2025 (c) Consolidation. The parties may agree to consolidate grievances of a similar nature to expedite the
2026 review process. In a consolidated grievance, one Appendix "C," "D," or "E" may be attached, bearing the
2027 signatures of the grievants.

2028 (d) Grievance Forms. Each grievance, request for review, and notice of arbitration must be submitted in
2029 writing on the appropriate form attached to this Agreement as Appendix "C", "D," or "E," respectively, and
2030 shall be signed by the grievant. All grievance forms shall be dated when the grievance is received. If there is
2031 difficulty in meeting any time limit, the grievance representative may sign such documents for the grievant;
2032 however, grievant's signature shall be provided prior to the Step 1 meeting or Step 2 review if filed directly
2033 at Step 2. The aforementioned grievance forms, as well as Appendix "H," may be filed by means of fax,
2034 United States mail, or any other recognized means of delivery.

2035 (e) Remedy. A grievance shall specify the remedy sought by the grievant.
2036

2037 **20.4 BURDEN OF PROOF.** For each violation alleged in a grievance filing except an alleged violation of the
2038 Discipline Article regarding Disciplinary Action and Job Abandonment, the duty of proving or disproving the
2039 fact or facts in dispute between the parties at the grievance proceeding(s) shall be on the employee. For
2040 disciplinary violations, the burden of proving the fact or facts at the grievance proceeding(s) shall be on the
2041 University.
2042

2043 **20.5 REPRESENTATION.** The UFF shall have the exclusive right to represent any employee in a grievance
2044 filed hereunder, unless an employee elects self-representation or to be represented by legal counsel. If an
2045 employee elects not to be represented by the UFF, the University shall promptly inform the UFF in writing of
2046 the grievance. No resolution of any individually processed grievance shall be inconsistent with the terms of
2047 this Agreement and for this purpose the UFF shall have the right to have an observer present at all meetings
2048 called with the grievant or grievance representative for the purpose of discussing such grievance and shall
2049 be sent copies of all decisions at the same time as they are sent to the other parties.
2050

2051 **20.6 GRIEVANCE REPRESENTATIVES.** The UFF shall, on or before September 1 of each year, furnish to the
2052 University a list of all persons authorized to act as grievance representatives and shall update the list as
2053 needed. The UFF grievance representative shall have the responsibility to meet all classes, office hours, and
2054 other duties and responsibilities incidental to their assigned workload. Some of these activities are
2055 scheduled to be performed at particular times. Such representative shall have the right during times outside
2056 of those hours scheduled for these activities to investigate, consult, and prepare grievance presentations
2057 and attend grievance hearings and meetings. Should any hearings or meetings with the University's
2058 representatives necessitate rescheduling of assigned duties, the representative may, with the approval of
2059 the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues.
2060 Such approval shall not be unreasonably withheld.
2061

2062 **20.7 APPEARANCES.**

2063 (a) When an employee participates during working hours in an arbitration proceeding or in a grievance
2064 meeting between the grievant or representative and the University, that employee's compensation shall
2065 neither be reduced nor increased for time spent in those activities.

2066 (b) Prior to participation in any such proceedings, conferences, or meetings, the employee shall make
2067 arrangements acceptable to the appropriate supervisor for the performance of the employee's duties.
2068 Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside
2069 regular working hours shall not be counted as time worked.
2070

20.8 FORMAL GRIEVANCE PROCEDURE.

(a) Filing.

(1) Step 1 and Step 2 grievances shall be filed in Academic Affairs within thirty days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. Thirty days shall be determined by the date stamped on the completed grievance form filed in Academic Affairs, or by the date of mailing as determined by the postmark. The grievant may amend the Appendix "C" form one time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2. Additional amendments to the grievance may be permitted by mutual agreement of the parties.

(2) An employee may seek redress of alleged salary discrimination by filing a grievance under the provisions of this Article. An act or omission giving rise to such a grievance may be the employee's receipt of the employee's salary warrant for the first full pay period in which the annual salary increases referenced in the Salary Article are reflected.

(3) The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under University procedures which may otherwise be available to address such matters. This grievance procedure shall be the sole review mechanism for resolving disputes regarding rights or benefits which are provided exclusively by this Agreement. Only those acts or omissions and sections of the Agreement identified at the initial filing may be considered at subsequent steps.

(b) Time Limits. All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the University and the UFF. Upon failure of the University to provide a decision within the time limits provided in this Article, the grievant or the UFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or the UFF, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

(c) Postponement.

(1) The grievant may, in the written grievance at Step 1, request the postponement of any action in processing the grievance formally for a period of up to thirty days, during which efforts to resolve the grievance informally shall be made. The initial such request shall be granted. Upon the grievant's written request, additional extensions should be granted unless to do so would impede resolution of the grievance. Upon request, the university's representative shall, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. The grievant shall have the right to representation by the UFF during attempts at informal resolution of the grievance. The grievant may, at any time, terminate the postponement period by giving written notice to the university's representative that the grievant wishes to proceed with the Step 1 meeting. If the postponement period, or any extension thereof, expires without such written notice, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.

(2) In the case of a grievance filed pursuant to the Expedited Grievance Procedure referenced in the Article regarding Conflict of Interest/Commitment, the postponement period shall be no more than seven days unless the employee and the university agree otherwise.

(d) Step 1.

(1) Meeting. The University's representative and the grievant and the grievance representative shall meet no sooner than seven and no later than fifteen days following receipt of

- a. the grievance if no postponement is requested, or
- b. written notice to proceed with the Step 1 meeting.

2117 At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the
2118 grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected), and
2119 the University's representative, shall discuss the grievance.

2120 (2) Decision. The University's representative shall issue a written decision, stating the reasons
2121 therefore, to grievant's Step 1 representative within thirty days following the conclusion of the meeting. In
2122 the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed
2123 to Step 2 if the grievant's Step 1 representative has not received the written decision by the end of the 30th
2124 day following the conclusion of the Step 1 meeting. A copy of the decision shall be sent to the grievant and
2125 to the local UFF Chapter if grievant elected self-representation or representation by legal counsel.

2126 (3) Documents. All documents referred to in the decision and any additional documents presented
2127 by the grievant shall be attached to the decision.

2128 (e) Step 2

2129 (1) Filing.

2130 a. Continuation of Step 1 Grievance. If the grievance is not satisfactorily resolved at Step 1, the
2131 grievant may file a written request with Academic Affairs for review of the Step 1 decision by the
2132 University's representative. The grievant must make this request within thirty days following receipt of the
2133 Step 1 decision by the grievant's Step 1 representative. Thirty days shall be determined by the date stamped
2134 on the notice by Academic Affairs when the request is received in that office or by the date of mailing as
2135 determined by the postmark.

2136 b. Step 2 Grievance Alleging Violation(s) of the Agreement at the University Level. A grievance
2137 may be filed at Step 2 if it alleges that one or more violations have occurred at the University level.

2138 (2) Meeting. The University's representative and the grievant and the grievant's representative shall
2139 meet no sooner than seven and no later than fifteen days following receipt of

2140 a. the grievance if no postponement is requested or

2141 b. written notice that the grievant wishes to proceed with the Step 2 meeting.

2142 At the Step 2 meeting the grievant shall have the right to present evidence in support of the
2143 grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected) and
2144 the University's representative shall discuss the grievance.

2145 (3) Decision. The University's representative shall issue a written decision, stating the reasons
2146 therefore, to the grievant and grievant's Step 2 representative within thirty days following the conclusion of
2147 the review meeting. Thirty days shall be determined by a receipt executed by Academic Affairs, or by the
2148 date of mailing as determined by the postmark. In the absence of an agreement to extend the period for
2149 issuing the Step 2 decision, the UFF may proceed to Step 3 if the grievant's Step 2 representative has not
2150 received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A
2151 copy of the decision shall be sent to the grievant and to the UFF grievance chair if the grievant elected self-
2152 representation or representation by legal counsel.

2153 (f) Step 3 Arbitration.

2154 (1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the UFF may, upon the
2155 request of the grievant, proceed to arbitration by filing a written notice of the intent to do so. Notice of
2156 intent to proceed to arbitration must be filed with Academic Affairs within thirty days after receipt of the
2157 Step 2 decision by grievant and grievant's Step 2 representative (if the grievant is represented by the UFF,
2158 the decision will be sent to the UFF grievance representative) and shall be signed by the grievant and the
2159 statewide UFF President, Director of Arbitrations or designee. Thirty days shall be determined by a receipt
2160 executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. The
2161 grievance may be withdrawn at any time by the grievant or by the statewide UFF President, Director of
2162 Arbitrations or designee at any point during Step 3. The parties shall stipulate to the issue(s) prior to the
2163 arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability
2164 pursuant to Section 20.8(f)(4).

2165 (2) Selection of Arbitrator. Within fourteen (14) days after receipt of a notice of intent to arbitrate,
2166 representatives of the University and the UFF shall meet for the purpose of selecting an arbitrator from the
2167 Panel. Selection shall be by mutual agreement or by alternately striking names from the Arbitration Panel
2168 list until one name remains. The right of the first choice to strike from the list shall be determined by the flip
2169 of a coin. If the parties are unable to agree to a panel of arbitrators, they shall follow the normal American
2170 Arbitration Association procedure for the selection of an arbitrator. The parties may mutually select as the
2171 arbitrator an individual who is not a member of the Arbitration Panel. The arbitration shall be held within
2172 sixty days following the selection of the arbitrator, if practicable.

2173 (3) Authority of the Arbitrator.

2174 a. The arbitrator shall not add to, subtract from, modify, or alter the terms or provisions of this
2175 Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement
2176 and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of
2177 opinion or conclusions not essential to the determination of the issues submitted.

2178 b. Where an administrator has made a judgment involving the exercise of discretion, such as
2179 decisions regarding tenure or promotion, the arbitrator shall not substitute the arbitrator's judgment for
2180 that of the administrator. Nor shall the arbitrator review such decision except for the purpose of
2181 determining whether the decision has violated this Agreement. If the arbitrator determines that the
2182 Agreement has been violated, the arbitrator shall direct the University to take appropriate action. An
2183 arbitrator may award back salary where the arbitrator determines that the employee is not receiving the
2184 appropriate salary from the University, but the arbitrator may not award other monetary damages or
2185 penalties. If notice that further employment will not be offered is not given on time, the arbitrator may
2186 direct the University to renew the appointment only upon a finding that no other remedy is adequate, and
2187 that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek
2188 other employment, or (b) the employee actually rejected an offer of comparable employment which the
2189 employee otherwise would have accepted.

2190 c. An arbitrator's decision awarding employment beyond the sixth year shall not entitle the
2191 employee to tenure. In such cases the employee shall serve during the seventh year without further right to
2192 notice that the employee will not be offered employment thereafter. If an employee is reappointed at the
2193 direction of an arbitrator, the University's representative may reassign the employee during such
2194 reappointment.

2195 (4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and,
2196 whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall
2197 have ten days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an
2198 arbitrator shall then be selected to hear the substantive issue(s)).

2199 (5) Conduct of Hearing. The arbitrator shall hold the hearing in the city where the grievant is
2200 employed, unless otherwise agreed by the parties. The hearing shall commence within twenty-five days of
2201 the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue
2202 the decision within forty-five days of the close of the hearing or the submission of briefs, whichever is later,
2203 unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings
2204 of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the
2205 provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified
2206 by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the rules
2207 and procedures of the American Arbitration Association.

2208 (6) Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the
2209 University, the UFF, and the grievant, provided that either party may appeal to an appropriate court of law a
2210 decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction,
2211 pursuant to Section 682.13, Florida Statutes.

2212 (7) Venue. For purposes of venue in any judicial review of an arbitrator's decision issued under this
2213 agreement, the parties agree that such an appeal shall be filed in the courts in Orange County, Florida,
2214 unless both parties specifically agree otherwise in a particular instance. In an action commenced in Orange
2215 County, neither the University nor the UFF will move for a change of venue based upon the defendant's
2216 residence in fact if other than Orange County.

2217 (8) Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the
2218 parties. Each party shall bear the cost of preparing and presenting its own case. The party desiring a
2219 transcript of the arbitration proceedings shall provide written notice to the other party of its intention to
2220 have a transcript of the arbitration made at least one week prior to the date of the arbitration. The party
2221 desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings.
2222 The parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an
2223 original transcript and one copy for the party originally requesting a transcript of the proceedings.

2224 (9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case
2225 may demand, but in no case shall an award be retroactive to a date earlier than thirty days prior to the date
2226 the grievance was initially filed in accordance with this Article.

2227
2228 **20.9 FILINGS AND NOTIFICATION.** With the exception of Step 1 and Step 2 decisions and filings, all
2229 documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax,
2230 United States mail, or any other recognized delivery service (note: e-mail is not an acceptable form of
2231 delivery). Refusal to accept delivery to the address indicated in the university's records will be deemed as
2232 delivered. Receipt by UFF Representative shall constitute receipt only when the UFF represents the
2233 employee. Step 1 and Step 2 decisions and filings shall be transmitted to the grievance representative(s) by
2234 personal delivery with written documentation of receipt or by certified mail, return receipt requested. In the
2235 event that any action falls due on a Saturday, Sunday, or holiday (as referred to in the Leaves Article), the
2236 action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

2237
2238 **20.10 PRECEDENT.** No complaint informally resolved, or grievance resolved at either Step 1 or 2, shall
2239 constitute a precedent for any purpose unless agreed to in writing by the University's representative and
2240 the UFF acting through its local President or representative.

2241
2242 **20.11 PROCESSING.**

2243 (a) The filing or pendency of any grievance or arbitration proceedings under this Article shall not
2244 operate to impede, preclude, or delay the University from taking the action complained of. Reasonable
2245 efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a
2246 grievance prior to the expiration of the grievant's employment, whether by termination or failure to
2247 reappoint. An employee with a pending grievance will not continue to be compensated beyond the last date
2248 of employment.

2249 (b) The University's representative, may refuse consideration of a grievance not filed or processed in
2250 accordance with this Article.

2251
2252 **20.12 REPRISAL.** No reprisal of any kind will be made by the University or the UFF against any grievant, any
2253 witness, any UFF representative, or any other participant in the grievance procedure by reason of such
2254 participation.

2255
2256 **20.13 RECORDS.** All written materials pertinent to a grievance shall be filed separately from the evaluation
2257 file of the grievant or witnesses, except decisions resulting from arbitration or settlement.

2259 **20.14 INACTIVE GRIEVANCES.** A grievance which has been filed at Step 2 or Step 3 and on which no action
 2260 has been taken by the grievant or the UFF for ninety days shall be deemed withdrawn and resolved in
 2261 accordance with the decision issued at the prior Step.
 2262

2263 **ARTICLE 21**

2264 **(OTHER EMPLOYEE RIGHTS, VACATED)**

2267 **ARTICLE 22**

2268 **SABBATICALS AND PROFESSIONAL DEVELOPMENT PROGRAMS**

2269 **22.1 SABBATICALS.**

2270 (a) Policy. Sabbaticals are granted to increase an employee's value to the University through
 2271 opportunities for research, writing, professional renewal, further education or other experiences of
 2272 professional value. While such leaves may be provided in relation to an employee's years of service, they
 2273 are not primarily a reward for service.

2274 (b) Types of Sabbaticals.

2275 (1) Type I Sabbaticals: Each year, each college shall make available at least one [Type IA] sabbatical,
 2276 either at full pay for one semester or one [Type IB] at three-fourths pay for one academic year, for each
 2277 twenty tenured and tenure-earning employees, subject to the conditions of this Article. Standard rounding
 2278 techniques shall be used to determine the total number of Type I sabbaticals to be made available in each
 2279 college. (e.g., a college with 29 tenured or tenure-earning employees shall make one Type I sabbatical
 2280 available. A college with 30 tenured or tenure-earning employees shall make two Type I sabbaticals
 2281 available.) Colleges with fewer than twenty tenured and tenure-earning employees shall make available at
 2282 least one such sabbatical every other year.

2283 (2) Type II Sabbaticals: Each college shall make available to each employee whose application meets
 2284 the policy requirements noted above, and whose application has been recommended by the college
 2285 committee and granted by the dean, a sabbatical for two semesters (i.e., one academic year) at half pay,
 2286 subject to the conditions of this Article.

2287 (c) Sabbatical Eligibility.

2288 (1) Full-time employees with at least six years of full-time continuous service at UCF who are
 2289 tenured at the time of application shall be eligible for sabbaticals.

2290 (2) No paid or unpaid family and medical, parental, administrative, military, or other authorized
 2291 leave(s) shall be considered a break in continuous employment.

2292 (3) An employee who is compensated through a contract or grant may receive a sabbatical only if
 2293 the contract or grant allows a sabbatical and the employee meets all other eligibility requirements.

2294 (4) Employees shall be notified annually regarding eligibility requirements and application deadlines.
 2295

2296 (d) Sabbatical Availability & Eligibility of Employees Not in a College.

2297 (1) For the purposes of this Section, "college" shall also mean the group of tenured and tenure-
 2298 earning employees whose primary assignments are in an institute, center, or other non-college unit.

2299 (2) These employees shall be grouped together for purposes of calculating the number of available
 2300 sabbaticals and for purposes of ranking employees' applications. Sabbatical applications for these
 2301 employees shall be reviewed and ranked by the University Research Council, whose rankings shall be finally
 2302 reviewed by the University's representative. In all other respects, the application and selection process for
 2303 these employees shall follow the provisions of this Article.

2304 (e) Application and Selection.

2305 (1) Applications for sabbaticals shall be submitted in accordance with college procedures.

2306 (2) Each application shall include a two-page statement describing the program and activities to be
2307 followed while on sabbatical; the expected increase in value of the employee to the University, the college
2308 and the employee's academic discipline; specific results anticipated from the leave; any anticipated
2309 supplementary income; and a statement that the applicant agrees to comply with the conditions of the
2310 sabbatical program. Activities to be performed while on sabbatical shall be commensurate with the FTE and
2311 duration requested.

2312 (3) The employee's immediate supervisor, e.g., the chair, shall be given a copy of the application by
2313 the applicant when it is submitted for review by the college committee.

2314 (4) A college committee shall be elected by and from the tenured unit employees. The committee
2315 shall equitably represent the departments or units of eligible employees.

2316 (5) Employees who indicate they plan to apply for the leave are not eligible to serve on the
2317 committee.

2318 (6) A committee chairperson shall be elected by and from the college sabbatical committee.

2319 (7) The college committee shall review sabbatical applications. Any applications that are deemed
2320 worthy of a sabbatical shall be ranked and submitted to the dean or dean's representative.

2321 (8) In ranking the applications worthy of a sabbatical, committee members shall consider the merits
2322 of the proposal and the benefits of the proposed program to the employee, the University, the college and
2323 the profession; and the length of service since previous sabbatical. Committee members shall not
2324 disadvantage an applicant due to his/her academic discipline.

2325 (9) Absent a legitimate business reason other than staffing or fiscal considerations, the dean or
2326 dean's representative shall make sabbatical appointments from the list and consult with the committee
2327 prior to an appointment that does not follow the committee's list. In the event that the dean or dean's
2328 representative decides not to make a sabbatical appointment to an employee on the list, he or she shall
2329 consult with the affected employee. If staffing or fiscal considerations preclude a sabbatical from being
2330 granted, the employee shall be provided the sabbatical the following year, or at a later time as agreed to by
2331 the employee and the college. The period of postponement shall be credited for eligibility for a subsequent
2332 sabbatical.

2333 (10) In the event of an exceptional opportunity for an employee to participate in a prestigious
2334 academic award/activity for which deadlines prevent application during the normal application process, the
2335 dean may award a sabbatical outside of the above defined process. All employee eligibility requirements
2336 must be met and all sabbatical terms defined below apply.

2337 (f) Terms of Sabbatical Program.

2338 (1) The employee must return to the University for at least one academic year following
2339 participation in the program. If the employee fails to return to the University for at least two consecutive
2340 semesters (excluding summer) following participation in the program, all salary and fringe benefits received
2341 during his/her participation in the program must be repaid to the University within 30 days of resignation or
2342 job abandonment. If the employee makes little to no effort to complete the project described in the
2343 application, the employee shall receive an "Unsatisfactory" overall annual evaluation and will be ineligible to
2344 apply for a sabbatical for ten years.

2345 (2) Within thirty days after the beginning of the spring semester (for a fall-only sabbatical) or when
2346 annual reports are due (for a spring-only or fall/spring sabbatical), the employee must provide a brief
2347 written report to the college dean's office and his or her department or unit that relates accomplishments
2348 during the sabbatical to the proposal submitted for that leave.

2349 (3) Annual evaluations shall be conducted for employees who have been granted sabbaticals.
2350 Evaluation of the sabbatical shall be based not on the department or unit's Annual Evaluation Standards &
2351 Procedures, rather on accomplishments made in light of the sabbatical proposal and ensuing circumstances.
2352 The overall evaluation shall be weighted between time on and not on sabbatical.

2353 (4) Employees shall be eligible to apply for another sabbatical after six (6) years of continuous
2354 service at UCF are completed following the end date of the previous sabbatical.

2355 (5) University contributions normally made to retirement and Social Security programs shall be
2356 continued during the sabbatical leave on a basis proportional to the salary received.

2357 (6) University contributions normally made to employee insurance programs and any other
2358 employee benefit programs shall be continued during the sabbatical.

2359 (7) Eligible employees on sabbatical shall continue to accrue leave on a full-time basis.

2360 (8) While on leave, an employee shall be permitted to receive funds for travel and living expenses,
2361 and other sabbatical-related expenses, from sources other than the University, such as fellowships, grants-
2362 in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds
2363 for such purposes shall not result in reduction of the employee's University salary. Grants for such financial
2364 assistance from other sources may, but need not, be administered through the University. If financial
2365 assistance is received in the form of salary, the University salary may be reduced by the amount necessary
2366 to bring the total income of the sabbatical period to a level equal to the employee's current year salary rate.
2367 Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of the Conflict of
2368 Interest or Commitment/Outside Activity Article.

2370 **22.2 PROFESSIONAL DEVELOPMENT LEAVE.**

2371 (a) Policy. Professional development leaves are granted to increase an employee's value to the
2372 University through opportunities for research, writing, professional renewal, further education, or other
2373 experiences of professional value. While such leaves may be provided in relation to an employee's years of
2374 service, they are not primarily a reward for service.

2375 (b) Types of Professional Development Leave. Each year, the University will make available at least one
2376 professional development leave either at full pay for one semester or term or at three-fourths pay for one
2377 academic year, for each thirty employees who are not tenured or tenure-earning, subject to the conditions
2378 set forth below.

2379 (c) Eligibility for Professional Development Leave.

2380 (1) Employees with six or more years of full-time, continuous service with UCF shall be eligible for
2381 professional development leaves, except those employees who are serving in tenure-earning or tenured
2382 positions.

2383 (2) No paid or unpaid family and medical, parental, administrative, military, or other authorized
2384 leave(s) shall be considered a break in continuous employment.

2385 (3) An employee who is compensated through a contract or grant may receive a professional
2386 development leave only if the contract or grant allows for such leaves and the employee meets all other
2387 eligibility requirements.

2388 (4) Eligible employees shall be notified annually regarding eligibility requirements and application
2389 deadlines.

2390 (d) Application and Selection.

2391 (1) Application for professional development leave shall contain an appropriate outline of the
2392 project or work to be accomplished during the leave.

2393 (2) Each application shall include a two-page statement describing the program and activities to be
2394 followed while on professional development leave; the expected increase in value of the employee to the
2395 University and unit; specific results anticipated from the leave; any anticipated supplementary income; and
2396 a statement that the applicant agrees to comply with the conditions of the professional development leave
2397 program. Activities to be performed while on professional development leave shall be commensurate with
2398 the FTE and duration requested.

2399 (3) The employee's immediate supervisor and his or her dean, director, or unit head shall be given a
2400 copy of the application when it is submitted for review by the University Professional Development Leaves
2401 committee.

2402 (4) A University Professional Development Leaves committee of at least five (5) members shall be
2403 elected by and from the employees eligible for professional development leave.

2404 (5) Employees who indicate they plan to apply for the leave are not eligible to serve on the
2405 committee.

2406 (6) A committee chairperson shall be elected by and from the University Professional Development
2407 Leaves committee.

2408 (7) The University committee shall review professional development leave applications and shall
2409 submit a ranked list of recommended employees to the University's representative.

2410 (8) In ranking the applicants, committee members shall consider the merits of the proposal; the
2411 benefits of the proposed program to the employee, the University, the college/unit, and the job function of
2412 which the employee is a part; and length of service since previous professional development leave.
2413 Committee members shall not disadvantage an applicant due to the academic discipline, function, or
2414 profession of the applicant.

2415 (9) Absent a legitimate business reason other than staffing or fiscal considerations, the University's
2416 representative shall make professional development leave appointments from the list and consult with the
2417 committee prior to an appointment that does not follow the committee's list. In the event that the
2418 University's representative decides not to offer a professional development leave appointment to an
2419 employee on the list, he or she shall consult with the affected employee.

2420 (10) No more than one employee for each fifteen employees in each department or unit need be
2421 granted professional development leave for the same semester.

2422 (11) Leaves shall be granted contingent upon the availability of staff and unit funds. If staffing or
2423 fiscal considerations preclude a professional development leave from being granted, the employee shall be
2424 provided the professional development leave the following year, or at a later time as agreed to by the
2425 employee and the college/unit. The period of postponement shall be credited for eligibility for a subsequent
2426 professional development leave.

2427 (e) Terms of Professional Development Leave.

2428 (1) The employee must return to University employment for at least one academic year following
2429 the conclusion of such leave.

2430 (2) An employee who fails to return to the University for at least one year following professional
2431 development leave must return all salary and fringe benefits received during his/her professional
2432 development leave to the University within 30 days of resignation or job abandonment.

2433 (3) An employee who fails to spend the time as stated in the application shall reimburse the
2434 University for all salary and fringe benefits received during such leave within 30 days following the
2435 scheduled completion of the leave.

2436 (4) Within thirty days after the beginning of the spring semester (for a fall-only professional
2437 development leave) or when annual reports are due (for a spring-only or fall/spring professional
2438 development leave), the employee must provide a brief written report to his or her department or unit that
2439 relates accomplishments during the professional development leave to the proposal submitted for that
2440 leave.

2441 (5) Annual evaluations shall be conducted for employees who have been granted professional
2442 development leaves. Evaluation of the professional development leave shall be based not on the unit
2443 Annual Evaluation Standards & Procedures, rather on accomplishments made in light of the professional
2444 development leave proposal and ensuing circumstances. The overall evaluation shall be weighted between
2445 time on and not on professional development leave.

2446 (6) Employees shall be eligible to apply for another professional development leave after six years of
 2447 continuous service at UCF are completed following the end date of the previous professional development
 2448 leave.

2449 (7) University contributions normally made to retirement and Social Security programs shall be
 2450 continued during the professional development leave on a basis proportional to the salary received.

2451 (8) University contributions normally made to employee insurance programs and any other
 2452 employee benefit programs shall be continued during the professional development leave.

2453 (9) Eligible employees on a professional development leave shall continue to accrue leave on a full-
 2454 time basis.

2455 (10) While on leave, an employee shall be permitted to receive funds for travel and living expenses,
 2456 and other professional development leave-related expenses, from sources other than the University, such
 2457 as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the
 2458 professional development leave. Receipt of funds for such purposes shall not result in reduction of the
 2459 employee's University salary. Grants for such financial assistance from other sources may, but need not, be
 2460 administered through the University. If financial assistance is received in the form of salary, the University
 2461 salary may be reduced by the amount necessary to bring the total income of the professional development
 2462 leave period to a level comparable to the employee's current year salary rate. Employment unrelated to the
 2463 purpose of the professional development leave is governed by the provisions of the Conflict of Interest or
 2464 Commitment/Outside Activity Article.
 2465

2466 **22.3 OTHER STUDY LEAVE.**

2467 (a) Job-Required. An employee required to take academic course work as part of assigned duties shall
 2468 not be required to charge time spent attending classes during the work day to accrued leave.

2469 (b) Job-Related. An employee shall be permitted to attend up to six credits of course work per semester
 2470 during work, provided that the:

2471 (1) course work is directly related to the employee's professional responsibilities;

2472 (2) supervisor determines that the absence will not interfere with the proper operation of the work
 2473 unit;

2474 (3) supervisor believes that completion of the course work would improve the productivity of the
 2475 department or function of which the employee is a part; and

2476 (4) employee's work schedule can be adjusted to accommodate such job-related study without
 2477 reduction in the total number of work hours required per pay period.

2478 (c) Retraining. The University may, at its discretion, provide opportunities for retraining of employees
 2479 when it is in the University's best interests. Such opportunities may be provided to employees who are
 2480 reassigned, have received notice of layoff, or in other appropriate circumstances.
 2481
 2482

2483 **ARTICLE 23**

2484 **SALARIES**

2485 **23.1 PROMOTION INCREASES.**

2486 (a) Promotion salary increases shall be granted on August 8 following that promotion in an amount
 2487 equal to 9.0% of the employee's salary as of August 7 in recognition of promotion to one of the following
 2488 ranks: Associate Professor, Associate Instructor, Associate Lecturer, Associate Scholar/Scientist/Engineer,
 2489 Associate in _____, Associate Instructional Designer, and Associate University Librarian.

2490 (b) Following ratification of this document, future promotion salary increases shall be granted on
 2491 August 8 following that promotion in an amount equal to 10.0% of the employee's salary as of August 7 in

2492 recognition of promotion to one of the following ranks: Professor, Senior Instructor, Senior Lecturer,
2493 Scholar/Scientist/Engineer, University Librarian, and Senior Instructional Designer.

2495 **23.2 LEGISLATIVELY MANDATED INCREASES.**

2496 (a) Any legislatively mandated increases shall be implemented as soon as practicable.

2498 **23.3 OTHER INCREASES.**

2499 (a) Across-the Board Salary Increases. November 16, 2018, (distributed on pay date 12/7/2018) [OR
2500 January 11, 2019, (distributed on pay date 2/1/2019)] for the 2018-2019 year, each eligible employee shall
2501 receive a two percent (2%) increase to the employee's base salary. This increase will be calculated using the
2502 employee's salary as of the close of business on November 15, 2018 [OR January 10, 2019]. An employee
2503 shall be eligible if the employee's most recent annual evaluation, if provided, was Satisfactory or above; the
2504 employee was in an employment relationship (not OPS) with the University prior to May 7, 2018; and the
2505 employee remains in a continual employment relationship at the date of implementation. Employees
2506 employed in 2017-18 that meet the above qualifications and were not evaluated shall be provided with an
2507 evaluation for the period and shall be eligible for the increase.

2508 (b) One-time payment. In addition to the across-the board increases taking effect on November 16,
2509 2018 (distributed on pay date 12/7/2018 [OR January 11, 2019 (distributed on pay date 2/1/2019)]], all
2510 employees eligible for that increase shall receive a one-time payment of \$450 [OR \$810] on December 7,
2511 2018 [OR February 2, 2019].

2512 (c) Merit Salary Increases. No merit salary increases will be distributed this cycle.

2514 **23.4 ANNUAL INCENTIVE AWARD PROGRAMS.** Incentive Award Programs recognize and promote employee
2515 excellence and productivity that respond to and support the mission of the University of Central Florida,
2516 including its strategic initiatives and five key goals. The provost or his or her designee shall give final
2517 approval for awards to successful faculty.

2518 Each year, the University shall make available to eligible employees 115 Incentive Awards. The awards
2519 shall be distributed to awardees in the next award cycle after ratification of this document as set forth in
2520 Paragraphs (a) through (f) below. Regardless of contract length (9 months through 12 months), award
2521 recipients shall receive a one-time award of \$5,000 as soon as practicable and a \$5,000 increase to their
2522 salary effective at the beginning of the succeeding academic year. Employees on visiting and other
2523 temporary appointments are not eligible for incentive awards. Employees on non-E&G funding will be
2524 eligible for the increase depending on availability of funds.

2525 (a) UCF-Teaching Incentive Program. The UCF-Teaching Incentive Program ("UCF-TIP") rewards teaching
2526 productivity and excellence. Each academic year the University shall make available up to fifty-five UCF-TIP
2527 awards to eligible employees. The UCF-TIP award recognizes employee contributions to UCF's key goals of
2528 offering the best undergraduate education available in Florida and achieving international prominence in
2529 key programs of graduate study. Employees applying for TIPs must meet current productivity criteria.

2530 (b) UCF-Research Incentive Award Program. The UCF-Research Incentive Award ("UCF-RIA") program
2531 recognizes outstanding research, scholarly, or creative activity that advances the body of knowledge in a
2532 particular field, including interdisciplinary research and collaborations. Each academic year the University
2533 shall make available up to fifty-five UCF-RIA awards to eligible employees. The UCF-RIA award recognizes
2534 employee contributions to UCF's key goal of achieving international prominence in research and creative
2535 activities.

2536 (c) Scholarship of Teaching and Learning Awards (SoTLs). SoTLs recognize discovery, reflection, and
2537 using evidence-based methods to research effective teaching and student learning. While the
2538 implementation of SoTL outcomes may result in teaching excellence and increased teaching effectiveness,

2539 this award recognizes scholarly efforts beyond teaching excellence. The University shall make available up
2540 to five SoTL awards.

2541 (d) Applications for Incentive Awards. Applications shall be completed on-line. These awards shall be
2542 made according to the criteria or procedures listed on the Faculty Excellence website

2543 (e) Incentive Award Selection.

2544 (1) TIPs/RIAs. College or unit committees for the TIP and RIA award programs shall be elected by
2545 and from the unit employees. The committees shall equitably represent the departments or units within
2546 them. Employees who plan to apply for a particular award shall not be eligible to serve on the committee. A
2547 committee chairperson for each incentive award program shall be elected by and from the college/unit
2548 committee. The chairperson shall charge the committee that members shall only consider the merits of the
2549 application. No additional outside information or discussion of position, e.g., instructor vs. tenure track
2550 employee, past awards, current salary, etc., may be considered, nor may additional criteria be used. The
2551 committee shall review the award applications and shall submit a ranked list of recommended employees to
2552 the dean or dean's representative. In ranking the applicants, committee members shall only consider the
2553 merits of the application.

2554 a. Each committee member shall review all applications and transmit a preliminary ranking to
2555 the committee chair. Committee members may rank as many applicants as they deem merit the award, with
2556 the highest rank (#1) given to the top candidate Applications that are not deemed acceptable for an award
2557 shall be left unranked.

2558 b. In larger colleges or units, subcommittees may be formed from the committee at-large in the
2559 interest of efficient evaluation of the incentive award applications. Each subcommittee must include at least
2560 three members, and every member of the committee at-large must serve on a subcommittee. The
2561 applications to be reviewed shall be equitably partitioned among the subcommittees. The subcommittees
2562 shall follow the ranking procedure outlined above to determine which applications they recommend to the
2563 committee at-large. Then the committee at-large shall be convened to review the applications
2564 recommended by the subcommittees. The members of the committee at-large shall discuss the
2565 subcommittee recommendations and, finally, rank the applications. In the event of ties, the ties shall be
2566 broken as described below.

2567 1. The committee shall vote on just the tied candidates. The candidate with the most votes
2568 shall be ranked ahead of those with fewer votes. Voting shall continue using this procedure until all such ties
2569 are resolved.

2570 c. The committee chair shall transmit this ranked list to the dean or dean's representative, or
2571 unit head who reviews and approves the awards. If the selection committee awards fewer than the number
2572 of awards available or if the dean or unit head does not approve an award from the list submitted by the
2573 selection committee, then the award(s) shall be retained in the same college or unit for one additional cycle
2574 before it is returned to the overall pool for apportionment.

2576 **23.5 EXCELLENCE AWARDS.** The University shall implement the merit-based bonuses set forth below to
2577 recognize and promote employee excellence and productivity that respond to and support the mission of
2578 the University of Central Florida.

2579 (a) Trustee Chair Professorship. The UCF Trustee Chair Professorship is a multi-year appointment
2580 awarded to employees with an extraordinary record of accomplishment in the three primary areas of
2581 academic endeavor: teaching, research and service. The objective of this appointment is to recognize and
2582 celebrate outstanding performance with a title and resources commensurate with accomplishment.

2583 (1) Award recipients shall receive an annual budget of \$50,000 funded by the University. Up to
2584 \$25,000 can be used as a salary supplement. These chairs have a five-year appointment.

2585 (2) Each academic year, the University may award Trustee Chair Professorships.

(3) The eligibility criteria for an applicant is holding the rank of tenured professor; the applicant must be recognized as a “foremost scholar” in his or her chosen area of expertise, meaning known as a preeminent scholar in his or her discipline; and have a positive impact to other scholars at UCF. Applications will be reviewed by a committee consisting of one Trustee Chair, one Pegasus Professor, the Chair of the Faculty Senate, and the Vice Provost for Faculty Excellence. An employee who holds the rank of full professor shall be appointed by the UCF-UFF Chapter President to serve as an ex officio member of the committee, and shall not have a voting role except in the case of breaking any tie votes. The President and Provost or designee will make the final appointment.

(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 as well as a Pegasus statue.

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

(3) The eligibility criteria is having completed five years at the rank of tenured professor at UCF; having achieved excellence in teaching, research and/or creative activity; and demonstrable service and scope of national and international impact. The awards are ultimately determined by the President or designee.

(c) Excellence Awards. All full-time employees in the appropriate discipline with at least three years of continuous non-visiting, non-OPS service at UCF immediately prior to the current year are eligible, except for employees who have received a college or university excellence award in the past three academic years in the category for which they are applying. For some Excellence awards, additional eligibility criteria are specified below. Award recipients shall receive a one-time payment of \$2,000. Each academic year, the University shall award Excellence in Undergraduate Teaching awards, one University Award for Excellence in Undergraduate Teaching, Excellence in Graduate Teaching awards, one University Award for Excellence in Graduate Teaching, one University Award for Excellence in Faculty Academic Advising, one University Award for Excellence in Professional Academic Advising, Excellence in Research awards, one University Distinguished Research award, one University Award for Excellence in Professional Service, one Excellence in Librarianship award, and one Excellence in Instructional Design award.

(1) Excellence in Undergraduate Teaching awards.

a. Eligibility. Employees must be assigned to teach at least two undergraduate courses in the current academic year and to have taught at least six undergraduate courses over the preceding three academic years.

b. The criteria for evaluation applicants’ files shall include three major categories:

1. Innovations to improve undergraduate teaching;
2. Undergraduate teaching accomplishments/honors;
3. Evidence of impact on undergraduate teaching.

(2) Excellence in Graduate Teaching Awards.

a. Eligibility. Employees must have contributed significantly to graduate education, including substantial teaching of graduate courses (including thesis and dissertation courses) over the current academic year and the three preceding academic years.

b. The criteria for evaluating applicants’ files shall include three major categories:

1. Innovations to improve graduate teaching;
2. Graduate Teaching Accomplishments/honors;
3. Evidence of impact on graduate teaching.

(3) Excellence in Research Awards

a. Eligibility. Employees must have an assignment of at least 0.10 FTE in research over each of the three immediately preceding years and the current year at UCF.

b. The criteria for evaluating applicants’ files shall include three major categories.

1. cumulative value and impact of research efforts at UCF within the discipline and to society;

- 2634 2. Recognition of research impact by the individual's peers in the same or in related
2635 disciplines;
- 2636 3. Publication/dissemination and presentation of research results.
- 2637 (4) Excellence in Faculty Academic Advising.
- 2638 a. Eligibility. All employees who currently advise and who have advised undergraduate students
2639 over the preceding three academic years are eligible.
- 2640 b. The criteria for evaluating applicants' files shall include three major categories:
- 2641 1. Evidence of extra effort to improve advising;
- 2642 2. Evidence that students have been sensitively and appropriately informed and guided
2643 concerning career choices and academic opportunities;
- 2644 3. Evidence that the nominee serves as a role model in the pursuit of learning.
- 2645 (5) University Award for Excellence in Professional Academic Advising.
- 2646 a. Eligibility. Employees who have a current full-time assignment and full-time experience for the
2647 preceding three years at UCF in an academic advising unit within a college, regional campus, institute,
2648 center or the Division of Student Development and Enrollment Services are eligible. Employees with regular
2649 teaching assignments are eligible for other advising awards and are not eligible for the Professional
2650 Academic Advising.
- 2651 b. The criteria for evaluating applicants' file shall include three major categories:
- 2652 1. Evidence of success in retaining students;
- 2653 2. Evidence of guiding students to timely completion of their degrees;
- 2654 3. Creating a caring and supportive environment, and helping students realize their potential.
- 2655 (6) University Awards for Excellence in Professional Service.
- 2656 a. Eligibility. Employees who are assigned an FTE of 0.10 for professional service duties over the
2657 current year and for each of the three preceding academic years are eligible.
- 2658 b. The criteria for evaluating applicants' files shall include three major categories:
- 2659 1. Evidence of effectiveness in service to the university by highlighting leadership contributions;
- 2660 2. Evidence of significant accomplishment in professional organizations in the nominee's
2661 discipline;
- 2662 3. Evidence of recognition for outreach activities, service, and leadership contributions to
2663 community organizations.
- 2664 (7) Excellence in Librarianship.
- 2665 a. Eligibility. Employees who have served at UCF as a librarian on a permanent line for the current
2666 year and at least the three years immediately preceding the current year are eligible.
- 2667 b. The criteria for evaluating applicant's files shall include two major categories:
- 2668 1. Evidence of extra effort to improve library services and collections;
- 2669 2. Evidence of a sustained period of excellence in the library profession.
- 2670 (8) Excellence in Instructional Design
- 2671 a. Eligibility. Must be an instructional designer on a non-visiting, non-OPS 12-month contract at the
2672 time of nomination and over the three preceding academic years.
- 2673 b. The criteria for evaluating applicant's files shall include two major categories:
- 2674 1. Innovative contributions to UCF and/or the ID field;
- 2675 2. Evidence of outstanding effort to promote quality of online instruction and improve
2676 relationships with faculty members at UCF.
- 2677

2678 **23.6 SALARY INCREASES FOR EMPLOYEES FUNDED BY CONTRACTS AND GRANTS.**

- 2679 (a) Employees on contracts or grants shall receive salary increases equivalent to similar employees on
2680 Education and General (E&G) funding, provided that such salary increases are permitted by the terms of the
2681 contract or grant and adequate funds are available for this purpose in the contract or grant. In the event

2682 such salary increases are not permitted by the terms of the contract or grant, or in the event adequate
2683 funds are not provided, the University's representative shall seek to have the contract or grant modified to
2684 permit or fund such increases.

2685 (b) Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from
2686 being allotted raises higher than those provided in this Agreement if such increases are provided by the
2687 granting agency.
2688

2689 **23.7 ADMINISTRATIVE DISCRETION INCREASES.** The University may provide Administrative Discretion
2690 Increases up to one and one-half percent (1.5%) of the total salary rate of employees who were in an
2691 employment relationship with the University on May 7, 2018. Any Administrative Discretion Increase
2692 provided to contract and grant (C&G) employees, any court-ordered or court-approved salary increase, any
2693 prevailing wage adjustment for the purpose of qualifying for immigration status, or any salary increase to
2694 settle a legitimate, broad-based employment dispute shall not be subject to the terms and limitations of this
2695 Section.

2696 (a) The University may provide Administrative Discretion Increases for verified written offers of outside
2697 employment, special achievements, merit, compression and inversion, equity and market equity
2698 considerations, and similar special situations to employees in the bargaining unit.

2699 (b) Administrative Discretionary Increases for verified written offers of outside employment shall not
2700 contribute to the calculation of the salary rate.

2701 (c) UFF Notification. At least 14 days prior to the effective date of any such increase, the University shall
2702 provide to the UFF a written notification of the increase which states the name of the employee, the rank
2703 and discipline of the employee, the amount of the increase, and the reason for the increase.
2704

2705 **23.8 REPORT TO EMPLOYEES.** All employees shall receive notice of their salary increases prior to
2706 implementation.
2707

2708 **23.9 TYPE OF PAYMENT FOR ASSIGNED DUTIES.**

2709 (a) Duties and responsibilities assigned by the University to an employee that do not exceed the
2710 available established FTE for the position shall be compensated through the payment of salary, not Other
2711 Personal Services (OPS) wages.

2712 (b) Duties and responsibilities assigned by the University to an employee that are in addition to the
2713 available established FTE for the position shall be compensated through OPS wages, not salary.
2714

2715 **23.10 PAYMENT FOR OVERLOAD APPOINTMENTS.** Overload compensation is defined as compensation for
2716 instructional duties (e.g. teaching an additional course, workshops, a continuing education class, etc.) in
2717 excess of a full appointment (1.0 FTE). Available overload compensation appointments within the University
2718 shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary
2719 acceptance or rejection. Compensation for overload appointments shall be no less than the adjunct rate for
2720 the employee's department, unit, or college. Courses of greater or fewer than three credit hours shall be
2721 prorated.
2722

2723 **23.11 TWELVE-MONTH PAYMENT OPTION.** The parties agree that a twelve-month payment option for 9-
2724 month employees shall be offered each year during an annual open enrollment period from April 1 to June
2725 30. If chosen by the employee, this payment option shall become effective for one year starting with the
2726 first full pay period beginning after August 8. The plan shall allow for employees to select a fixed savings
2727 amount to be deducted from each of the nineteen full bi-weekly paychecks received during the Fall and
2728 Spring semesters with a change in that amount to account for those paychecks from which double

2729 premiums are deducted. The total savings shall be returned to the employee in equal amounts for the five
 2730 full bi-weekly paychecks received during the Summer. The University shall provide an online calculator to
 2731 assist the employee in determining a savings amount and fixed reduction amount that will allow the
 2732 employee's net paychecks to remain approximately constant. Pay received for supplemental summer
 2733 assignments shall be unaffected by this plan. This pay plan is subject to tax limitations.
 2734

2735 **23.12 ADMINISTRATIVE SALARY STIPENDS.** A temporary salary increase that is provided to an employee as
 2736 compensation for performing a specific, titled administrative function shall be permitted under this
 2737 agreement as an Administrative Salary Stipend. At least 14 days prior to the effective date of any
 2738 Administrative Salary Stipend, the University shall provide UFF a written notification of the stipend which
 2739 states the name of the employee, the rank and discipline of the employee, the amount of the stipend, and
 2740 the reason for the stipend. If all or part of the stipend is later added to the employee's salary, the amount so
 2741 converted shall be treated as an Administrative Discretion Increase during the year in which the conversion
 2742 takes place and shall be subject to limitations of that section.
 2743

2744 **23.13 SALARY RATE CALCULATION AND PAYMENT.** The biweekly salary rate of employees serving on twelve
 2745 month appointments shall be calculated by dividing the salary rate by 26.1 pay periods.
 2746

2747 **23.14 COMPENSATION CURRENCY.** The university receives its budget and disburses monies in U.S. dollars.
 2748

2749 **ARTICLE 24**

2750 **BENEFITS**

2751 **24.1 BENEFITS IMPROVEMENTS.** The University and UFF support legislation to provide adequate and affordable
 2752 health insurance to all employees.
 2753

2754 **24.2 PART-TIME EMPLOYEES.** Part-time employees are entitled to employer-funded benefits under the provisions
 2755 of state law and the rules of the Department of Management Services. Part-time employees should contact the
 2756 Human Resources office to determine the nature and extent of the benefits for which they are eligible.
 2757

2758 **24.3 RETIREMENT CREDIT.** Retirement credit for employees who are authorized by the University to take
 2759 uncompensated or partially compensated leaves of absence shall be granted in accordance with State law that exists
 2760 at the time leave is granted. Employees who plan to take a leave of absence should contact the Human Resources
 2761 office for complete information prior to taking the leave.
 2762

2763 **24.4 BENEFITS FOR RETIREES.**

2764 Employees who elect to retire have resigned from the university and are no longer employees of the university, and as
 2765 such their benefit information may be found in UCF Policy or provided on a case by case basis by contacting Human
 2766 Resources to determine eligibility for the nature and extent of the benefits.
 2767

2768 **24.5 TUITION WAIVER BENEFIT PROGRAMS.** The University offers an employee benefit program to provide tuition
 2769 waivers to full-time employees, including employees on sabbaticals, professional development, and grants-in-aid,
 2770 medical, or educational leave, or involuntarily called to active military service, to enroll in up to six credit hours in
 2771 eligible courses per term on a space-available basis. Employees using the employee tuition waiver and contingent
 2772 waiver recipients shall be allowed to register two hours ahead of state employees. Eligibility guidelines and
 2773 procedures are available on UCF's Human Resources or UCF Regulations websites. To be eligible for a waiver, one
 2774 must first be accepted at the university as a student.

2775 (a) Tuition Waiver Benefit Limitations. Courses ineligible for the tuition waiver benefit include, but are not limited
 2776 to: courses offered through other State Universities, State Colleges; Continuing Education classes or courses;
 2777 Graduate Medical Education programs; Cost Recovery programs; Market Rate programs; independent study;

2778 supervised research; supervised teaching labs; thesis hours; dissertation; internships; co-ops; or applied,
 2779 individualized instruction in Music, Art, or Dance. Penalty Fees, including excess hour fees and repeat course fees, also
 2780 are not covered by the tuition waiver benefit. Limitations apply to all recipients of this benefit.

2781 (b) Contingent Waiver Program. If an employee does not use the employee tuition waiver benefit program or
 2782 does not use the full six credit hour benefit during a semester or summer, then the spouse or dependents (up to the
 2783 age of 26) of the employee may receive a tuition waiver for that semester or summer. The spouse or dependent may
 2784 use up to six credit hours not used by the employee to enroll in eligible courses on a space-available basis per term.
 2785 This contingent waiver may be used by up to two individuals during any given term.
 2786

2787 **24.6 PRE-TAX BENEFITS PROGRAM.** To the extent permissible by federal or state law the University shall continue
 2788 to provide pre-tax programs for employees.
 2789

2790 **24.7 ADDITIONAL BENEFITS.** The University provides a wide variety of other benefits. Information is available on
 2791 UCF Human Resources benefits webpage.
 2792

2793 **ARTICLE 25 (Tentative Agreement reached May 22, 2018)**

2794 **UFF INSURANCE DEDUCTION**

2795 *The University agrees to provide one payroll deduction per employee per pay period for the UFF voluntary*
 2796 *economic services programs. All such programs and deductions shall meet requirements of State and*
 2797 *University rules and regulations. The UFF shall provide the University with a written report by July 31 of each*
 2798 *year regarding any program requiring payroll deduction. This report shall include the name of the common*
 2799 *remitter company, a list of the provider companies that are to receive remittances, the appropriate contact*
 2800 *people for the common remitter and associated provider companies, and addresses and phone numbers.*
 2801

2802 **ARTICLE 26**

2803 **PAYROLL DEDUCTION**

2804 **26.1 UFF DUES DEDUCTION FORM POLICY.** The Board and the UFF hereby agree to provide for the deduction
 2805 and remittance of the UFF membership dues and other UFF deductions pursuant to the provisions of section
 2806 447.303. The requests must be provided using Appendix "B" to this Agreement.
 2807

2808 **ARTICLE 27**

2809 **(MAINTENANCE OF BENEFITS, VACATED)**

2812 **ARTICLE 28**

2813 **MISCELLANEOUS PROVISIONS**

2814 **28.1 NO STRIKE OR LOCKOUT.** The University agrees that there will be no lockout at the University during
 2815 the term of this Agreement. In accordance with Article 1 Section 6 of the Florida Constitution and Section
 2816 447.505, Florida Statutes, public employees in Florida are not permitted to strike.
 2817

2818 **28.2 POSITION CLASSIFICATION TITLES.**

2819 (a) Whenever the University creates a new position classification, it shall designate such class as being
 2820 either within or outside the bargaining unit and shall notify the UFF. Further, if the University revises the
 2821 specifications of an existing class so that its bargaining unit designation is changed, it shall notify the UFF of
 2822 such new designation. Within seven days following such notification, the UFF may request a meeting with
 2823 the university's representative for the purpose of discussing the designation. If, following such discussion,

2824 the UFF disagrees with the designation, it may request the Florida Public Employees Relations Commission
2825 to resolve the dispute through unit clarification proceedings.

2826 (b) An employee or the UFF may request a review of the appropriateness of the employee's position
2827 classification by the appropriate University office. In case of disagreement with the results of the review, the
2828 employee or the UFF may request a meeting with the university's representative for the purpose of
2829 discussing the designation. The position classification shall not be subject to the Grievance Procedure
2830 Article.

2832 **ARTICLE 29**

2833 **(SEVERABILITY, VACATED)**

2836 **ARTICLE 30**

2837 **AMENDMENT AND DURATION**

2838 **30.1 EFFECTIVE DATE.**

2839 (a) The Agreement shall become effective upon ratification by both parties and remain in effect through
2840 August 31, 2021.

2841 (b) Renegotiations for the agreement term September 1, 2019 through August 31, 2020 shall begin no
2842 later than April 18, 2019, and shall include the UFF Privileges and Salary Articles and any other Articles
2843 mutually agreed to by the parties.

2844 (c) Renegotiations for the agreement term September 1, 2020 through August 31, 2021 shall begin no
2845 later than April 16, 2020, and shall include the UFF Privileges and Salary Articles and any other Articles
2846 mutually agreed to by the parties.

2847 (d) Renegotiations for a successor agreement shall begin no later than February 10, 2021.

2848 (e) The parties may agree to include other subjects in their renegotiations.

2850 **30.2 AMENDMENTS.** This Agreement may be modified or amended only upon mutual, written agreement
2851 of the Board and the UFF. In the event the Board and the UFF negotiate a mutually acceptable amendment
2852 to this Agreement, such amendment shall be put in writing and become part of this Agreement upon
2853 ratification by both parties.

2855 **ARTICLE 31**

2856 **TOTALITY OF AGREEMENT**

2857 **31.1 LIMITATION.** The Board and the UFF acknowledge that during the negotiations which resulted in the
2858 Agreement, the Board and the UFF had the unlimited right and opportunity to present demands and
2859 proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the
2860 understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall
2861 constitute the entire and sole Agreement between the parties for its duration.

2863 **31.2 NO OBLIGATION TO BARGAIN.** The Board and the UFF, during the term of this Agreement, voluntarily
2864 and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively
2865 with respect to any subject or matter, whether or not referred to or covered by this Agreement, even
2866 though such subject or matter may not have been within the knowledge or contemplation of the parties at
2867 the time they negotiated or signed this Agreement.

2869 **31.3 MODIFICATIONS.** Nothing herein shall, however, preclude the Board and the UFF from mutually
2870 agreeing to alter, amend, supplement, delete, enlarge, or modify in writing any of the provisions of this
2871 Agreement.
2872

2873 **ARTICLE 32**

2874 **DEFINITIONS**

2875 As used in this Agreement, the term:

2876
2877 "academic year" means a period consisting of a fall and spring semester of approximately 39 contiguous
2878 weeks.

2879
2880 -- "bargaining unit" means those employees, collectively, represented for collective bargaining purposes by
2881 the UFF pursuant to Commission Order 03E-097, dated April 28, 2003, wherein the Public Employee
2882 Relations Commission issued Certificate No. 1391 to the United Faculty of Florida.

2883
2884 -- "Board" or "Board of Trustees" means the body established by Article IX, Section 7 of the Florida
2885 Constitution and by Florida Statutes ss. 1001.71-1001.74, responsible for the administration of the
2886 University of Central Florida.

2887
2888 -- "break in service" means those absences following which the employee is treated as a new employee for
2889 purposes of computing seniority and years of service.

2890
2891 -- "college/unit" means a college or a comparable administrative unit generally equivalent in size and
2892 character to a college.

2893
2894 -- "continuous service" means employment uninterrupted by a break in service. For academic year
2895 employees (9 month employees), one year of continuous service is equivalent to the nine (9) or month
2896 employment period.

2897
2898 -- "days" means calendar days.

2899
2900 -- "department/unit" means a department or a comparable administrative unit generally equivalent in size
2901 and character to a department.

2902
2903 -- "employee" means a member of the bargaining unit.

2904
2905 -- "equitable" means fair and reasonable under the circumstances.

2906
2907 -- "Florida Board of Governors" means the body established by Article IX, Section 7 of the Florida
2908 Constitution.

2909
2910 -- "Immediate family" means the spouse and the grandparents, parents, brothers, sisters, children, and
2911 grandchildren of both the employee and the spouse, and dependents living in the household.

2912
2913 --"Instructional Employee" means employees that are currently assigned to a course that generates student
2914 credit hours (SCHs)
2915

- 2916 -- "Instructor" means a non-tenure earning employee whose primary responsibilities are teaching, service,
2917 and related activities and who possesses a non-terminal degree from an accredited institution in an
2918 appropriate field of specialization or equivalent qualifications based on professional experience.
2919
- 2920 -- "Lecturer" means a non-tenure earning employee whose primary responsibilities are teaching, service,
2921 and related activities and who possesses a terminal degree from an accredited institution in an appropriate
2922 field of specialization or equivalent qualifications based on professional experience.
2923
- 2924 -- "months" means calendar months.
2925
- 2926 -- "multi-year appointment" means an appointment made for a period of two-to-five academic or calendar
2927 years that may be renewed in two-to-five year increments at the end of the contract period at the discretion
2928 of the University.
2929
- 2930 -- "number" The singular includes the plural.
2931
- 2932 -- "principal place of employment" means the campus location or other university site specified on the
2933 employee's standard employment contract.
2934
- 2935 -- "semester" means one of the two approximately 19.5 week periods which together constitute the
2936 academic year.
2937
- 2938 -- "State University System" means the public universities of the State of Florida.
2939
- 2940 -- "supervisor" means an individual identified by the President or representative as having immediate
2941 administrative authority over bargaining unit employees.
2942
- 2943 -- "UFF" means United Faculty of Florida.
2944
- 2945 -- "University" or "University or representative" or "UCF" means the University of Central Florida Board of
2946 Trustees, the body established by Florida Statutes, 2004, Chapter 1001, acting through the President and its
2947 staff.
2948
- 2949 -- "year" means a period of twelve (12) consecutive months.