

**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.****ARTICLE 4****RECOGNITION**

~~**1.1 BARGAINING UNIT.** Pursuant to Commission Order 03E-097, dated April 28, 2003, wherein the Public Employees Relations Commission issued Certification No. 1391 to the United Faculty of Florida, the University recognizes the UFF as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment as specifically set forth in this Agreement, for all employees in the bargaining unit described in the certification. Attached as Appendix "A," for information purposes only and not made a part of the Agreement, is the listing of classifications (titles) included in the bargaining unit.~~

~~**1.2 UNIVERSITY REGULATIONS AND POLICIES.**~~

~~(a) If there is an inconsistency between an existing University regulation or policy and an express provision of this Agreement, the University agrees to promptly remedy the inconsistency.~~

~~(b) No new or amended University regulation, policy, or resolution shall apply to employees if it conflicts with an express term of the Agreement.~~

~~(c) The University shall provide to the UFF an advance copy of any new or amended University regulation or policy changing a term or condition of employment contained in this Agreement. The University shall provide the advance copy of a proposed regulation no later than the date of publication under the provisions of the Administrative Procedure Act. Such advance copy of a University policy shall be provided to the UFF at least two (2) weeks in advance of its effective date so as to permit the UFF to seek consultation with respect to it. With respect to a regulation adopted pursuant to the emergency provisions of the Administrative Procedure Act, an advance copy shall be provided as far in advance of its effective date as is feasible under the circumstances.~~

~~(d) If the University or a committee of the University has scheduled public hearings on any University action that would conflict with an express term of this Agreement, the UFF shall not be denied the opportunity to address the matter.~~

~~(e) If any proposed regulation, policy, or resolution would modify an express term of this Agreement, the University or its designee shall engage in collective bargaining with respect to the change upon the UFF's request.~~

### ~~1.3 BOARD OF TRUSTEES MEETINGS — AGENDA.~~

~~(a) The University shall furnish to the UFF a copy of the agenda of each Board of Trustees meeting or Board of Trustees committee meeting at the time those agendas are made available to members of the Board of Trustees, and a copy of the minutes of Board of Trustees meetings at the time they are made available to the general public.~~

~~1.4 — RIGHT TO HEAR VIEWS.~~ Nothing contained in this Agreement shall be construed to prevent the University or its representatives, from meeting with any individual or organization to hear views on any matter, provided however, that as to any such matter which is a proper subject of collective bargaining and covered by a term of this Agreement, any changes or modification shall be made only through negotiation and agreement with the UFF.

~~1.5 — FACULTY ORIENTATIONS.~~ UFF shall be given the opportunity to sponsor a breakfast, lunch, or reception during the fall faculty new hire orientation.

## ~~ARTICLE 2~~

### ~~CONSULTATION~~

~~Consultation with President.~~ The president or the president's representatives shall meet with the local UFF Chapter representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment, or any other mutually agreeable matters. Such meetings shall normally occur once (1) each semester in the academic year and once (1) during the summer term unless the parties mutually agree to meet more frequently. If an issue arises that either party wishes to address separately from a formal consultation, after an attempt at informal resolution, that party shall have the ability to call a consultation in an attempt to resolve that single issue. Either party may request a consultation. If no request is made for a consultation during any given semester or summer term, as applicable, then the consultation for that semester or the summer term, as applicable, is waived. The party requesting consultation shall submit a written list of agenda items at least two weeks in advance of the meeting. The other party may add to that agenda by submitting a written list of agenda items to the party calling for the consultation at least the day before the meeting if it wishes to discuss specific issues.

~~Consultations may be used to resolve problems regarding the implementation and administration of the Agreement. The parties understand and agree that such meetings shall not constitute or be used for the purpose of collective bargaining, discussing specific grievances, or modifying, adding to, or deleting any provision of this Agreement. However, grievances that are closed and are no longer subject to the provisions of Article 20 may be discussed.~~

## ~~ARTICLE 3 [2017-2018]~~

### ~~UFF PRIVILEGES~~

~~3.1 USE OF FACILITIES AND SERVICES.~~ Subject to the rules and policies of the University, the UFF shall have the right to request use of University facilities ~~for meetings and to use all other services of the University on the same basis as they are generally available to University.~~ 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 groups and organizations. For purposes of this Agreement, University-related groups and organizations are groups that are directly related to University operations or the University community and that may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, and direct support organizations. 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](http://www.collectivebargaining.ucf.edu).

### 3.3 LEAVE OF ABSENCE -- UNION ACTIVITY.

(a) At the written request of the UFF, provided no later than May 1 of the 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 failure of the UFF to provide the University with a list of designees by the specified deadlines, the University may refuse to honor any late requests.

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

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

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

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

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

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

### 3.4 RELEASED TIME.

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

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

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

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

~~(4) After ratification of this agreement, two units of released time shall be offered in Spring 2018 to employees that do not have a teaching assignment. Five units of released time shall be offered in Summer 2018, and seven units in Fall 2018.~~

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

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

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

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

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

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

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

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

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

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

## ARTICLE 4

### MANAGEMENT RIGHTS

~~4.1 — POLICY. The Board of Trustees, on its own behalf and on behalf of the University of Central Florida, hereby retains and reserves unto itself all rights, powers, duties, and authority vested in it to plan, govern, manage, and control the University of Central Florida, and in all respects carry out the ordinary and customary functions of management.~~

~~4.2 — LIMITATIONS. All such rights, powers, duties, and authority are retained and reserved by the Board, subject to those limitations imposed by this Agreement. Only violations of such limitations shall be subject to Article 20, Grievance Procedure.~~

~~(RIGHTS OF MANAGEMENT, VACATED)~~

## ARTICLE 5 (Tentative Agreement reached March 8, 2018)

### ACADEMIC FREEDOM

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

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

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

5.3 ACADEMIC RESPONSIBILITY. Academic freedom is accompanied by corresponding responsibility on the part of employees. University faculty are members of a learned profession. As scholars and educators, they should remember that the public may judge their profession and their institution by what they say and do. Accordingly, they are required to:

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

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

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

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

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

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

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

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

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

## **ARTICLE 6**

### **NON-DISCRIMINATION**

#### **6.1 NON-DISCRIMINATION.**

## **ARTICLE 6**

### **NONDISCRIMINATION**

~~**6.1 — STATEMENT OF INTENT.** The University of Central Florida is an equal opportunity employer. The University and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each employee to work in an environment free from any form of discrimination or harassment. The parties recognize their obligations under federal and state laws, rules, and regulations prohibiting discrimination, and have made clear their support for the concepts of affirmative action and equal employment opportunity. The parties affirm their commitment to create a diverse faculty, which brings new perspectives and new talent to the University. The parties have, in this Agreement, undertaken programs to ensure equitable opportunities for employees to receive salary adjustments, tenure, appointments, promotion, sabbaticals, and other benefits of employment, free from discrimination and/or harassment. This statement of intent is not intended to be subject to Article 20, Grievance Procedure.~~

#### ~~**6.2 — POLICY.**~~

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

#### ~~(b) Sexual Harassment.~~

~~(1) Sexual harassment, as defined by federal law, is a prohibited form of sex discrimination.~~

~~(2) The University strictly prohibits sexual harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct of a sexual nature when:~~

~~a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;~~

~~b. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or~~

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

~~(c. such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.~~

~~(3) The parties also recognize the potential for this form of illegal discrimination against students. Relationships between employees and students, even if consensual, may become exploitative, and especially so when a student's academic work, residential life, or athletic endeavors are supervised or evaluated by the employee (see Section 5.3). These relationships may also involve a conflict of interest (see Article 19). The parties discourage romantic or sexual relationships between employees and students.~~

~~(c) Harassment. The University also strictly prohibits other forms of illegal harassment, including but not limited to harassment on the basis of race, age, or disability, in accordance with federal and state law. Illegal harassment occurs when discriminatory intimidation, ridicule, and insult are so severe and pervasive as to alter the conditions of employment and create an abusive working environment. Workplace conduct is not measured in isolation—simple teasing, incivility, off-hand comments, and isolated incidents (unless extremely serious) will not amount to discriminatory changes in the terms and conditions of employment.~~

(d) Retaliation. Retaliation for exercising civil rights is prohibited by federal and state law. Employees shall not be subjected to harassment, intimidation, threats, coercion, or discrimination for filing a complaint, assisting in an investigation or other procedure related to the federal or state civil rights laws, or opposing a practice made illegal by those laws. Retaliation shall be regarded as seriously as discrimination itself and may justify discipline pursuant to the procedures established in the Discipline Article 16.

(ed) Investigation of Charges. Charges of discrimination, retaliation, or harassment, ~~including those filed by employees against students alleging unwelcome sexual advances, requests for sexual favors, or any other verbal or physical conduct~~ violation of a sexual nature that constitutes sexual harassment, UCF Policy, Prohibition of Discrimination, Harassment and Related Interpersonal Violence, shall be ~~promptly~~ investigated according to established University procedures.

~~No employee by the Office of Institutional Equity ("OIE"). Employees~~ investigated under such procedures shall ~~be disciplined~~ not be disciplined for such offenses until ~~such~~ the investigation is complete and a finding of discrimination a violation has been issued. The University reserves the right to reassign or to provide an alternative worksite to an employee during an investigation as it deems necessary to mitigate the situation and provide protections to the accuser in addition to the accused.

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

**6.32 ACCESS TO DOCUMENTS.** No employee shall be refused a request to inspect and copy documents relating to the employee's claim of discrimination<sup>7z</sup> except for records that are exempt from the provisions of the Public Records Act, Chapter 119, Florida Statutes, provided, however, that the University may charge for copies of documents in accordance with law, rule, University procedures, and this Agreement.

~~6.4 — CONSULTATION. As part of the consultation process described in Article 2, the parties agree to discuss efforts made to appoint and retain women and minority employees.~~

~~6.5 — GRIEVANCE PROCEDURES. Employees complaining of violations of this Article by the University may present such claims as grievances pursuant to Article 20, Grievance Procedure. The parties intend that matters that may be presented as grievances under Article 20, Grievance Procedure, be so presented and resolved thereunder instead of using other procedures. The UFF agrees not to process cases arising under this Article when alternate procedures to Article 20 are initiated by the grievant, except as specifically provided for in Section 20.2.~~

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

## ARTICLE 7

### MINUTES, REGULATIONS, BUDGETS, AND REPORTS

~~7.1 — POLICY. In accordance with Florida Statutes, Chapter 447.203(17)(d), the University will provide the information listed in sections 7.2 and 7.3 to enable the UFF to fulfill its role as collective bargaining representative. The UFF has a corresponding responsibility to use the information in an accurate manner.~~

#### ~~7.2 — BOARD AND UNIVERSITY DOCUMENTS.~~

~~(A) — THE UNIVERSITY SHALL PROVIDE THE UFF WITH HARD COPIES OF THE BOT UFF AGREEMENT AND ALL SUPPLEMENTS TO THE AGREEMENT, CONSISTENT WITH THE PROVISIONS OF ARTICLE 28. (Minutes, Regulations, Budgets, and Reports, vacated)~~

~~(b) The University shall make the following documents available by links on the University web site:~~

- ~~(1) the minutes of the meetings of the Board of Trustees;~~
- ~~(2) University regulations published under the Administrative Procedure Act; and~~
- ~~(3) the University's operating budget, summary by year.~~

~~(c) The University shall ensure that a copy of each of the following documents is made available in the Orlando campus library:~~

- ~~(1) the minutes of the Board of Trustee's committee and subcommittee meetings;~~
- ~~(2) the University's operating budget;~~
- ~~(3) the University's expenditure analysis for the previous year;~~
- ~~(4) University regulations published under the Administrative Procedure Act.~~

~~(d) Upon UFF request, the University shall make the following documents available to the UFF, at no cost, no more than once per calendar year:~~

~~(1) On or before March 1st, a report reflecting employee salaries for the then current academic year. This report will include the following data elements in spreadsheet format: listing of employees with name, salary administrative plan annual rate, job code, job code title, college, department, date of hire, and complete work address.~~

~~(2) Worksheet reports, on or before March 1st, were prepared, to reflect posted payroll changes. These worksheets would include the following data elements in spreadsheet format: employee name, job title, administrative title, liability department name, date of hire, prior rate of pay, new rate of pay, percent increase, type of increase (e.g., equity, market, merit, etc.), and FTE.~~

~~(3) A report showing fall faculty and administrative and professional employment for the then-current academic year, on or before March 1st of that academic year (e.g., report for fall 2004 would be available on or before March 1, 2005). This report will include the following data elements in spreadsheet format: name, job code, employee class, home department number, liability department number, budget entity (E&G, C&G, Auxiliary), primary campus assignment, FTE, budgeted weeks, date of hire, highest degree earned, year of highest degree, faculty rank, tenure status, tenure date, annual salary, termination date.~~

~~(4) On or before November 1st, one or more reports summarizing faculty activity for the prior academic year (e.g., reports available by November 1, 2015, would reflect loads for Summer 2014, Fall 2014, and Spring 2015). These reports will include the following data elements in spreadsheet format: reporting term, employee name, primary department, rank, tenure status, activity code, FTE, and level of effort per activity code by employee.~~

~~(e) All documents and reports described in subsection (d) shall be provided in electronic format.~~

**7.3 — REQUEST FOR INFORMATION.** Any request for information beyond the scope contained herein in Section 7.1, shall be made in writing by the UFF to the University. Where such information is readily available at the University level, the University shall endeavor to provide such information at no or minimal cost.

**7.4 — BARGAINING UNIT MEMBER LIST.** Upon request and not more than once per semester, the University shall provide the UFF, at no cost, with an electronic list including name, department/unit, position code, title/rank, e-mail address, contact telephone number, work address, date of hire, college or unit, contact mailing addresses for each employee in the bargaining unit.

## ARTICLE 8

### APPOINTMENT

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

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

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

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

- ~~(a) Date;~~
- ~~(b) Professional Classification System title, class code, rank, and appointment status;~~
- ~~(c) Principal place of employment;~~
- ~~(d) Employment unit (e.g., department, college, institute, area, center, etc.);~~
- ~~(e) Length of the appointment;~~
- ~~(f) A statement that the position is (1) tenured, (2) non-tenure earning, (3) tenure earning (specifying prior service in another institution to be credited toward tenure, where applicable), or (4) multiyear/non-tenure earning;~~
- ~~(g) Percent of full time effort (FTE) assigned;~~
- ~~(h) Salary;~~
- ~~(i) Budget entity;~~
- ~~(j) The following statement, if the appointment is not subject to the notice provisions of Article 12: "Your employment under this agreement will cease on the date indicated. No further notice of cessation of employment is required.";~~
- ~~(k) Special conditions of employment, including what part, if any, of the salary is provided as a temporary salary adjustment (stipend) subject to the terms of Section 8.4;~~
- ~~(l) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the regulations of the University, and this Agreement;~~
- ~~(m) A statement that the employee's signature on the employment agreement shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20;~~
- ~~(n) The statement: "The University of Central Florida is an equal opportunity employer. University policy and regulation prohibit discrimination against or harassment of any employee based upon age, disability, gender identity or gender expression, genetic information, marital status, national origin, political affiliation, race or color, religion, sex, sexual orientation, or veteran status, or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the University may be presented as grievances pursuant to Article 20, Grievance Procedure;~~
- ~~(o) A statement informing the employee of the obligation to report outside activity, conflict of commitment, and conflict of interest under the provisions of Article 19 of the Agreement; and~~
- ~~(p) The statement: "If you have not been provided with a copy of the BOT/UFF Collective Bargaining Agreement, notify your supervisor and you will be given one. A copy may also be found at <http://www.collectivebargaining.ucf.edu/>."~~

#### **8.4 — CHANGE IN APPOINTMENTS.**

~~(a) — **APPOINTMENT.** An employee serving on a calendar year 12-month appointment may request be assigned an academic year appointment. Similarly, an employee serving on an academic year appointment may request be assigned a calendar year 12-month appointment. Employees may also request a change in the length of their appointment. The ~~president or University's~~ representative shall carefully consider such requests, although staffing considerations and other relevant University needs may prevent their being granted.~~

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

~~(c) Upon approval by the president or the president's representative, and assuming that the assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by 81.82 percent when changing from a calendar year to an academic year appointment or by 133.3 percent when changing from an academic year to a calendar year appointment. For an employee whose appointment was previously changed from an academic year to calendar year appointment at a salary adjustment other than 133.3 percent~~

~~or from a calendar year to academic year appointment at a salary adjustment other than 81.82 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary adjustment.~~

## ~~8.5~~

### **8.2 APPOINTMENT TYPES.**

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

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

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

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

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

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

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

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

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

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

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

### **8.63 SUPPLEMENTAL SUMMER APPOINTMENTS.**

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

(b) Compensation. Compensation for summer employment shall be twelve and one half percent (12.5%) of the employee's 9-month base salary for the first three credit hours of summer assignment, including teaching, research, and service; twelve and one half percent (12.5%) of the employee's 9-month base salary for the second three credit hours of summer assignment, including teaching, research, and service; and eight percent (8.0%) of the employee's 9-month base salary for the third three credit hours of summer assignment, including teaching, research, and service. Courses of greater or fewer than three credit-hours shall be prorated. Supplemental summer ~~assignments~~assignments, like those for the fall and spring semesters, include the normal

activities related to such an assignment as defined by the department/unit and the nature of the course, including office hours, course preparation, curriculum development, lectures, evaluation of student efforts, academic advising, research, and department, college, and University committee meetings. Supplemental summer appointments also include activities such as thesis or dissertation supervision, directed individual studies, and/or supervision of student interns.

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

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

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

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

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

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

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

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

(a) During the summer term(s).

(b) During the fall or spring semester.

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

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

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

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

(2) For any course that meets the minimum and in which the course content is delivered by a 9-month employee during the summer, the employee shall receive a supplemental summer appointment for one course. The University may provide a supplemental summer appointment for the employee even if the program does

not meet the minimum, as long as such decisions are made on an equitable basis, based on programmatic needs.

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

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

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

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

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

~~**8.9 — RECLASSIFICATION OF AN EMPLOYEE TO A NON-UNIT CLASSIFICATION.** Employees shall be provided written notice fourteen days in advance, where practicable, when the University proposes to reclassify the employee to a classification that is not contained in the bargaining unit. The University will notify the local UFF Chapter of such a proposed reclassification within a reasonable period after the department/unit recommends such a reclassification to Academic Affairs. The employee may request a review of such action consistent with the provisions of Article 28. The UFF may discuss such action pursuant to Article 2, Consultation.~~

## **ARTICLE 9**

### **ASSIGNMENT OF RESPONSIBILITIES**

**9.1 POLICY.** ~~The parties agree that~~

~~(a) —~~ The assignment of responsibilities to employees is one of the primary practical mechanisms by which the University establishes its priorities, carries out its mission and creates opportunities to increase the quality and integrity of its academic programs and enhance its reputation and stature as a major research university.

~~(b) An employee’s professional obligation is comprised of both scheduled and non-scheduled activities.~~

~~(c) It is part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, and other duties and responsibilities may be required to be performed at a specific time and place, other non-scheduled activities are more~~

~~appropriately performed in a manner and place determined by the employee in consultation with his/her supervisor.~~

~~(d) No employee's assignment~~

## 9.2 CONSIDERATIONS IN ASSIGNMENT.

~~(a) No employee's assignment~~ shall be imposed arbitrarily or unreasonably. If an employee believes that the assignment has been so imposed, the employee should proceed to address the matter through the procedures in the exclusive assignment dispute resolution (ADR) grievance procedure ~~in Sections 9.10-9.13 of~~ within this Agreement Article, which shall be the exclusive method for resolving such disputes.

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

~~(f)~~ The University shall make a reasonable effort to provide employees with resources, training, facilities and equipment for carrying out their ~~assigned teaching, research and service assignments.~~ assignments.

~~(d)~~

## ~~9.2 CONSIDERATIONS IN ASSIGNMENT.~~

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

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

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

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

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

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

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

~~(e)~~ f The University and the UFF recognize that, while the Legislature has described the minimum full academic assignment in terms of twelve ~~(12)~~ contact hours of instruction or equivalent research and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In like manner, the professional obligation of other professional employees is not easily susceptible of quantification. The University has the right, in making ~~assignments~~ assignments, to determine the types of duties and responsibilities that comprise the professional obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

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

### 9.3 ANNUAL ASSIGNMENT.

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

Except for an assignment made at the beginning of an employee's employment, the person responsible for making an assignment shall notify the employee prior to making the final written assignment. The assignment shall be communicated to employees no later than six ~~(6)~~ weeks in advance of its starting date, if practicable.

(b) Instructional Assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five ~~(75)~~ days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten ~~(10)~~ days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of spring break, if any. The course assignment shall be communicated to employees no later than six ~~(6)~~ weeks in advance of its starting date, if practicable.

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

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

### 9.4 SUMMER ASSIGNMENT.

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

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

### 9.5 PLACE OF EMPLOYMENT.

(a) Principal. Each employee shall be assigned one principal place of employment, as stated on the annual employment agreement. Where possible, an employee shall be given at least one full semester notice of a change in principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change, including concerns regarding considerations in assignment as described in the Section 9.2 above. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes, if practicable.

(b) Secondary. Each employee, where possible, shall be given at least ninety ~~(90)~~ days written notice of assignment to a secondary place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change. Travel expenses shall be paid at the state rate and in accordance with the applicable provisions of state law.

## 9.6 TEACHING SCHEDULE.

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

(b) Teaching schedules should be established, if practicable, so that the time between the beginning of the first assignment and the end of the last assignment for any one day does not exceed nine ~~(9)~~ hours unless the employee and the supervisor agree to a schedule with longer hours.

(c) The usual length of time between the end of the last assignment on one day and the beginning of the first assignment on the next day shall be at least twelve ~~(12)~~ hours, unless the employee and the supervisor agree to a schedule with a shorter time off between days.

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

**9.8 WORKWEEK.** Scheduled hours for all employees shall not normally exceed forty ~~(40)~~ hours per week. Time shall be allowed within the normal working day for research, teaching, or other activities required of the employee, when a part of the assigned duties. Supervisors are encouraged to make appropriate ~~reductions or~~ adjustments in the ~~number~~ timing of ~~hours~~ hours scheduled in recognition of evening, night, and weekend ~~assignments~~ assignments, and for periods when an employee is on call. Evenings, nights, and weekends when an employee is on call shall be considered in making other duty assignments. See the Leaves Article ~~17~~ regarding schedule adjustment for holiday assignment.

## ~~9.9 INSTRUCTIONAL TECHNOLOGY.~~

~~(a) "Instructional technology material" includes video and audio recordings or transmissions, motion pictures, films, slides, photographic and other similar visual materials, electronic and digital media, computer programs, programmed instructional materials, exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee and that are used for instruction. All distance and distributed learning courses and/or modules are included in this definition.~~

~~(b) The parties recognize the increasing development and use of technology, such as videotapes, interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between employee and student. This technology may be used in the context of distance learning. Furthermore, the parties also recognize that this technology should be used to the maximum mutual benefit of the University and the employee.~~

~~(c) The University shall review the considerations stated in (1) through (4), below, which may be raised by employee development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other employee instructional activities and, therefore, be addressed by existing University policies and procedures. If the University concludes that new or revised policies are needed, they shall develop such policies and consult with UFF pursuant to Article 2, prior to their implementation.~~

~~(1) Recognition that employee effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner is appreciably greater than that associated with a traditional course;~~

~~(2) Training and development resources available to employees who have been assigned to provide instruction through the use of instructional technology/distance learning;~~

~~(3) Provisions for clerical, technical, and library support in conjunction with the assigned use of instructional technology/distance learning; and~~

~~(4) Compensation, including recognition in an employee's assignment or provisions for extra State compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning.~~

~~(d) The employee shall not make use of appreciable University support in the creation or revision of instructional technology materials unless the University approves such use in advance and in writing.~~

~~(e)~~

~~(1) Provisions governing releases to be obtained when the University has an interest in instructional technology are contained in Article 18. Consistent with such provisions and prior to the use of the instructional technology materials described in Section 9.9(a), above, releases shall be obtained from persons appearing in, or giving financial or creative support to their development or use, and the employee shall certify that such development or use does not infringe upon any existing copyright or other legal right. The employee shall be liable to the University for judgments resulting from such infringements.~~

~~(2) The University shall assist the employee in obtaining releases regarding instructional technology materials when:~~

~~a. the University has asserted an interest in such materials; or~~

~~b. the University has assigned the employee to develop such materials.~~

### **9.109.9 ASSIGNMENT DISPUTE RESOLUTION.**

(a) Policy. The University and the ~~United Faculty of Florida~~ UFF agree to the following procedure as the exclusive method of resolving disputes under the Assignment of Responsibilities Article 9 of the Agreement that allege that an employee's assignment has been imposed arbitrarily or unreasonably.

(b) Grievance Filing. An employee who alleges that the assignment has been imposed arbitrarily or unreasonably may file a grievance under the Grievance Procedures Article 20 of the BOT/UFF Agreement only to enforce the exclusive Assignment Dispute Resolution (ADR) procedure delineated below, not to seek a determination as to whether an assignment has been arbitrarily or unreasonably imposed.

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

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

### **9.110 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 ~~(30)~~ 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 ~~herein~~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.

## **9.1211 ASSIGNMENT DISPUTE RESOLUTION PROCEDURES.**

(a) A Grievant who believes that his or her assignment has been imposed arbitrarily or unreasonably shall, within thirty ~~(30)~~ days after receipt of the assignment, file Part 1 of the ADR Form to the ~~president's~~University's representative responsible for handling ~~grievances~~grievances. The ~~president's~~University's representative shall notify the individual responsible for making the assignment or that individual's representative within three ~~(3)~~ 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~~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 ~~president's~~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 ~~(4)~~ 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 ~~(24)~~ 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 ~~president's~~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 ~~(4)~~ 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 ~~(4)~~ 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 ~~(24)~~ 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 ~~president's~~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 ~~(4)~~ days of receipt of the Part 2 decision and with the approval of the UFF, Part 3 of the ADR Form (with supporting documentation) with the ~~president's~~University's representative, indicating an intention to submit the dispute to a Mediator certified in Florida.

(f) Within seven ~~(7)~~ days of receipt of Part 3 of the ADR Form and other documentation, the ~~president's~~University's representative shall place a written statement of the University's position, a list of the University's expected witnesses, and other relevant documentation in the Grievant's ADR ~~file~~file. As soon as practicable thereafter, a copy of all documents placed in the Grievant's ADR File shall be presented to the Grievant and the Grievant's representative, who shall provide the ~~president's~~University's representative with a list of the Grievant's expected witnesses, which will be placed in the Grievant's ADR File. Any change in either the University's or the ~~Grievant's~~Grievant's witness list shall be shared with everyone involved in the ADR within twenty-four ~~(24)~~ hours of that change.

(g) Within seven ~~(7)~~ days of receipt of all materials in (e) and (f) above, the ~~president's~~University's representative shall schedule a meeting with the Grievant and/or the Grievant's representative for the purpose

~~of selecting a Mediator from the Mediator Panel in a manner consistent with "4. Mediator Panel" (below). Selection of the Mediator shall be by mutual agreement or by alternatively striking names from the Mediator Panel list until one name remains. The last name remaining on the panel list shall be the Mediator of choice and the last name actually struck from the list shall serve as the alternate if the chosen Mediator cannot serve. The right of first choice to strike from the list shall be determined by the toss of a coin by a third party and alternate(s). Selection of the Mediator shall be by mutual agreement.~~

(h) The ~~president's~~University's representative shall contact the selected Mediator no later than three ~~(3)~~ days following the selection. Should the Mediator selected be unable to serve, the ~~president's~~University's representative shall notify the Grievant and/or Grievant's representative and contact ~~the an~~ alternate Mediator within three ~~(3)~~ days. If neither Mediator can serve, the ~~president's~~University's representative shall contact the Grievant and/or the Grievant's representative within three ~~(3)~~ days and schedule another selection meeting.

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

(j) The ADR Meeting with the Mediator shall be scheduled as soon as practicable after the Mediator has received the Grievant's ADR File. The ~~president's~~University's representative shall notify the Grievant and/or the Grievant's representative of the time and place of the ADR Meeting no later than forty-eight ~~(48)~~ hours prior to it being convened.

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

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

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

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

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

(4) The Mediator shall submit to all parties, on Part 4 of the ADR Form within forty-eight ~~(48)~~ hours after the close of the ADR Meeting, a written, binding decision as to whether the assignment was imposed arbitrarily or unreasonably. The decision shall include the reasons for the Mediator's determination.

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

## ~~9.1312~~ MEDIATOR PANEL.

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

- ~~(1) a mediator certified in the state of Florida;~~
- ~~(2) familiarity with academic assignments at Florida universities;~~
- ~~(3) an ability to serve on short notice;~~
- ~~(4) a willingness to serve on the Panel for one academic year; and~~
- ~~(5) acceptability to both the University and the UFF.~~

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

~~9.14 EXPENSES. All fees and costs of the Mediator shall be borne equally by the University and the UFF when the UFF represents the Grievant.~~

## ARTICLE 10

### EMPLOYEE PERFORMANCE EVALUATIONS

#### 10.1 ANNUAL EVALUATIONS.

(a) Policy. Performance ~~evaluations~~evaluations are primarily intended to communicate to an employee ~~a~~ qualitativean 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~~Evaluations may be considered in employment related decisions such as salary,<sup>7z</sup> retention, ~~assignments, awards~~assignments, awards, tenure,<sup>7z</sup> and promotion.<sup>z</sup> Each employee's performance shall be evaluated in writing at least once annually. Employees shall be evaluated ~~solely~~ according to the University Criteria for Annual Performance ~~Evaluations and the clarifications thereof provided by the Annual Evaluation Standards and Procedures for their department or unit that were approved most recently but prior to the beginning of the evaluation period.~~Evaluations (Section 10.1(d) below).

(b) Annual Evaluation Period. The annual evaluation period shall be the academic year,<sup>7z</sup> 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.<sup>z</sup> The evaluation period used to distinguish between ratings of Conditional and Unsatisfactory in any area of assignment may be longer than one year ~~if specified in the approved Annual Evaluation Standards and Procedures.~~

(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.<sup>z</sup> The overall evaluation shall be consistent with the employee's annual assignment, the evaluations in each assignment area, ~~and 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.<sup>z</sup> ~~A department or unit's Annual Evaluation Standards and Procedures~~supervisor may require an employee to receive a minimum rating ~~of Satisfactory~~ 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~~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,<sup>7z</sup> 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.
- c. The evaluator shall take into account any relevant materials submitted by the employee such as class notes, syllabi, student exams and assignments, an employee's teaching portfolio, results of peer evaluations of teaching, and any other materials relevant to the employee's instructional assignment.
- d. The evaluator shall consider all information available in forming an assessment of teaching effectiveness.

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

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

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

(3) Performance of assigned professional duties ~~such as library instruction, public and technical services librarianship, library collection development, advising, counseling, and supervision as described in a Position Description, if any, of the position held by the employee.~~

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

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

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

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

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

- (1) take into consideration the University's mission, the college's or division's mission the department's mission, and the ~~reasonable~~ expectations for the different ~~ranks~~ranks;
- (2) be adaptable to various assigned duties, ~~so that department employees have an equitable opportunity to earn merit increases, regardless of their assignments;~~
- (3) address, as appropriate, how ~~the department values~~ various research/scholarship/creative activities ~~are valued~~ and the outlets in which employees might be ~~reasonably~~ expected to publish, exhibit, or perform.
- (4) be rigorous and detailed enough that a reasonable employee should not be uncertain or confused about what performance or accomplishment is sufficient in teaching, research/scholarship/creative activity, professional duties commonly assigned in the department or unit, and service to earn each performance evaluation rating. The clarifications shall identify for each assignment area some representative examples of the achievements or performance characteristics that would earn each performance evaluation rating, consistent

with an employee's assigned duties. Examples shall be included for typical ~~assignments~~assignments within the department or unit (e.g., for 2-2 and 3-2 teaching assignments with correspondingly larger and smaller research assignments, if typically assigned), and must demonstrate the equitable opportunity required by (2) above.

(f) Process for developing AESPs:\_\_\_\_\_

(1) In tenure-granting departments or units, a committee of six ~~(6)~~ members including four ~~(4)~~ tenured unit employees (at least two must have tenure) elected by the ~~tenured~~ employees in the unit, the department chair or unit head, and one representative appointed by the dean will develop or revise AESPs. If ~~such a~~ department or unit has fewer than ~~four (4)~~two tenured employees, the entire department or unit shall vote to elect up to four employees to serve on the committee, along with the department chair or unit head and one member appointed by the dean. ~~In non-tenure granting units, the committee will consist of four (4) unit employees elected by the employees in the unit, along with unit head and one member appointed by the appropriate vice president.~~

(2) ~~In tenure-granting departments or units, tenured employees~~Employees in the department or unit shall propose AESPs or changes thereto as developed by the committee by a majority vote in a secret ballot. ~~If such a department or unit has fewer than four (4) tenured employees, all employees in the department or unit shall participate in the vote until such time as the department or unit has four (4) or more tenured employees.~~ If a majority exists, the proposed AESPs shall be forwarded to the dean. ~~In non-tenure granting units, all employees in the unit shall participate in the vote and, if a majority exists, the proposed AESPs shall be forwarded to~~ or the appropriate vice president.

(3) The proposed AESPs or revisions thereto shall be reviewed by the dean or vice president ~~for consistency with the missions and goals of the college or division.~~ If the dean/vice president determines the proposed AESPs do not meet ~~the mission and goals of the college/division~~their expectations, the dean/vice president may refer them back to the department or unit for revision with a written statement of the reasons for non-acceptance.

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

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

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

(7) Review of AESPs must occur on a regular basis and must begin no later than five (5) years after the adoption or most recent review of those AESPs. The ~~president or president's university's~~ representative, the dean, or a majority of ~~the tenured~~ employees in the department or unit may initiate the review of AESPs at any time. ~~In non-tenure granting units, the vice president or a majority of the employees in the unit may initiate a review of the AESPs at any time.~~ The process for reviewing a department or unit's AESPs shall be the same as the process for developing them, as described in this ~~article~~Article. The effective date for AESPs or revisions

thereto shall be the start of the annual evaluation period that begins after the date the AESPs or revisions are approved by the ~~president or president's~~university's representative and the employees of the department or unit are so informed in writing.

~~(8) If a department or unit is in the process of developing or revising its AESPs when this article is ratified, the department or unit shall begin that process anew, following the procedures required by this article. If a department's or unit's AESPs are not in compliance with this article when it is ratified, the department or unit shall begin the revision process required by this article no later than the Fall semester 2011.~~

(g) Process for and Sources of Evaluation.

(1) Employee Annual Report. Every year, each employee shall submit to the department chair or unit head (hereafter, "evaluator") a report of the employee's performance in each area of assignment. This report shall be due to the evaluator ~~no sooner than fourteen (14) days after~~on May 7 of each year. The supervisor, may, at the end of the evaluation period and no sooner than fourteen (14) days after receipt by written request from the employee, provide an extension of all University provided materials required up to produce the twenty-one days to submit the annual report, ~~including student evaluations and department or unit and college averages for these evaluations.~~ The employee annual report may include any interpretive comments and supporting data that the employee deems appropriate for evaluating the employee's performance and shall also include an up-to-date and accurate CV. The employee shall submit the report in the format determined by the college.

(2) The evaluator shall also consider, where appropriate and available, information from the following sources: immediate supervisor, peers, students, employee, other university officials who have responsibility for supervision of the employee, and individuals to whom the employee may be responsible in the course of a service assignment, ~~including public school officials when the employee has a service assignment to the public schools.~~ Copies of materials to be used in the evaluation process submitted by persons other than the employee shall be provided to the employee, who may attach a written response within thirty days of receiving that document.

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

(4) Observation/Visitation. The evaluator or the evaluator's representative may conduct classroom observation/~~visitation~~ in connection with the employee's evaluation. If such classroom observations/visitations are conducted, no fewer than two ~~(2)~~ observations/visitations shall be completed during the evaluation period.

a. Absent immediate concerns described below, the evaluator shall notify the employee at least two ~~(2)~~weeks~~days~~ in advance of the date and time of any direct classroom observation or visitation. If the employee determines this date is not appropriate because of the nature of the scheduled class activities, the employee may suggest a more appropriate date.

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

c. Observation/visitation of online classroom settings is permitted ~~under the terms of this section at~~any time.

d. A written report of the observation/visitation shall be submitted to the employee, if the employee requests a report, within two ~~(2)~~ weeks of the observation/visitation. If the observation/visitation involves a course that was assigned to the employee with less than six ~~(6)~~ weeks' notice, such change shall be noted in the report. The employee shall be offered the opportunity to discuss the evaluation with the evaluator prior to its being finalized and placed in the employee's evaluation file and may submit a written reply within thirty days of receipt, which shall be attached to the report.

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

(5) Written Evaluation.

a. The proposed written annual evaluation shall be provided to the employee ~~within sixty (60) days after~~ at the due date for start of the Employee fall semester. Annual ~~Report evaluations are not required for employees who have been non-reappointed or whose employment ends before December 31 of the new academic year.~~

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

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

## 10.2 CUMULATIVE PROGRESS EVALUATIONS.

(a) Policy. ~~Employees~~ Tenure earning or tenured employees eligible for consideration for promotion to the rank of associate professor and/or tenure shall be informed annually of their progress toward promotion and/or tenure. Each year's cumulative progress evaluation shall build upon prior cumulative progress evaluations so an employee's progress toward tenure and/or promotion in a given year will be viewed in the context of attainments over the entire tenure and/or promotion earning period. Employees eligible for promotion to professor ~~may, at their option and upon written request, shall~~ be similarly apprised of their progress toward promotion: at least once prior to submitting their promotion dossier. The cumulative progress evaluations are intended to provide an accurate assessment of cumulative performance as leading to attainment of promotion and/or tenure, and to provide assistance and counseling to candidates to help them qualify themselves for tenure and/or promotion.

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

(c) Criteria.

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

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

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

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

### 10.3 SUSTAINED PERFORMANCE EVALUATIONS.

(a) Policy. Tenured employees shall receive a sustained performance evaluation at least once every ~~seven~~ ~~(7)three~~ years following the award of tenure or their most recent promotion. The purpose of this evaluation is to document sustained performance during the previous ~~seven~~ ~~(7)three~~ years of assigned duties to evaluate continued professional growth and development.

(b) Process.

(1) At the end of ~~seven~~ ~~(7)three~~ years of tenured or post-promotion service, and each subsequent ~~seven~~ ~~(7)three~~ year period, or at any time the employee has not maintained productivity expectations, an employee's sustained performance will be evaluated. This evaluation will consist of a review of the overall annual evaluation ratings ~~for and productivity during~~ that ~~seven-year~~ period of interest. If the employee's overall performance is ~~on average, deemed to be~~ below satisfactory ~~for that seven-year period~~, then the employee shall be issued a performance improvement plan. The average shall be determined by assigning a value of 4 for Outstanding, 3 for Above Satisfactory, 2 for Satisfactory, 1 for Conditional, and 0 for Unsatisfactory to each of the employee's annual evaluation ratings over the ~~seven-year~~ appropriate period ~~and computing~~. If the ~~numeric~~ average ~~A value below 1.5 is less than 2.0, the employee's performance~~ shall be ~~considered~~ deemed below satisfactory ~~performance~~.

(2) A performance improvement plan shall be developed by ~~the employee in concert with~~ the department chair or unit head and shall include specific measurable performance targets with target dates that must be completed in a period of ~~three~~ ~~(3)two~~ years. The performance improvement plan requires the approval of the dean and the ~~president or president's~~ university's representative.

(3) When an employee has a performance improvement plan, the department chair or unit head shall provide an annual evaluation of the employee's performance on the plan. ~~The dean shall also provide a separate annual evaluation of the employee's performance on the plan.~~ Adherence to the performance improvement plan, including its targets and target deadlines, shall be the solegoverning criteria for performance improvement plan evaluations.

~~(4) The University shall provide for a process to accommodate instances when the employee and the department chair or unit head cannot agree on the elements to be included in the performance improvement plan.~~

~~(5)~~ (4) It is the responsibility of the employee to attain the performance targets specified in the performance improvement plan. Lack of success may result in dismissal. The employee may attach a concise response to the sustained performance evaluation, the performance improvement plan, and annual evaluations of performance on the sustained performance plan. Any such responses shall be included in the evaluation file.

#### **10.4 PROFICIENCY IN SPOKEN ENGLISH.**

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

(b) Deficiency. ~~For non-tenured employees found to be deficient in the oral use of English as set forth in Section 10.4(a), the University shall provide, as needed, one or two month long sessions with post training evaluations administered through the Center for Multicultural and Multilingual Studies. Employees who require more than two sessions to speak English effectively will have to rely upon personal resources to correct this deficiency. Failure to correct the deficiencies may result in termination. This paragraph shall apply only during the first three years of employment. Failure to correct the deficiencies may result in termination.~~

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

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

#### **EVALUATION FILE**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 12**

### **NON-REAPPOINTMENT**

**12.1 NO PROPERTY RIGHT.** No appointment or assignment shall create any right, interest, or expectancy in any other appointment or assignment beyond its specific terms, ~~except as provided in Articles 8, 13, and 15.~~

**12.2 NOTICE.** The provision of notice under this section does not provide rights to a summer appointment beyond those provided in ~~Article 8. Summer is not a semester for purposes of this Section~~ the Appointment Article. For all the categories below that require continuous service, that continuous service must be within the same salary administration plan.

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

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

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

(4) ~~With two or more five years but fewer than ten~~ years of continuous university service, ~~six months~~sixteen weeks.

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

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

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

(i) will not be continued in his or her multiyear appointment; or

(ii) will not be given another appointment.

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

(c) "Soft money" appointments: ~~Employees who are on "The University is not obligated to continue employment for employees on "soft money" appointments (e.g., contracts and grants, sponsored research funds, and grants and donations trust funds) are entitled to the following written notice if they will not be offered further appointment:~~

~~(1) For employees in their first five (5) years of continuous University service, no notice need be provided and the following statement shall be included in their employment agreements: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required."~~

~~(2) For if funds are not available. If practicable, employees who had five (5) are on these appointments with seven or more years of continuous University service as of June 30, 1991, one year;~~

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

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

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

(1) For employees in their first ~~two~~six years of continuous University service, ~~one full the remainder of a semester (or its equivalent, 19.5 six weeks, for employees appointed for more than an academic year); whichever is greater;~~

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

~~(i) Notice will be given by August 14 if employment will not be renewed after the next academic year (e.g., notice given by August 14, 2016 means no appointment in the 2017-2018 academic year).~~

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

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

~~**12.4 NON-REAPPOINTMENT CONSIDERATIONS.** If the decision not to reappoint was based solely upon adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs, or functions, and/or curtailment or abolition of one or more programs or functions, the University shall take the following actions for those employees not described in section 12.2(d):~~

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

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

~~**12.5—RESIGNATION.** An employee who wishes to resign has the professional obligation, when possible, to provide the University with sufficient notice to avoid scheduling and classroom disruptions or, where the employee does not have an instructional assignment, one full semester's, four weeks' notice. Upon resignation, all consideration for tenure and reappointment shall cease. Insufficient notice may result in an "ineligible for rehire" statement in the file.~~

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

## ARTICLE 13

## ~~ARTICLE 13~~

## **LAYOFF AND RECALL**

### 13.1 LAYOFF.

### ~~13.1—LAYOFF—~~

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

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

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

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

~~(b) No employee in a non-tenured position in the layoff unit with more than five (5) years of continuous University service shall be laid off if there are any such employees with five (5) years or less service. The date of layoff unit notification to the UFF shall be the date used to determine length of continuous University service.~~

~~(c) The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level of organization at the University.~~

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

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

~~(f) The University shall notify the UFF Chapter in writing regarding the use of adjunct and other non-unit faculty in those departments/units where employees have been laid off. The use of adjunct and other non-unit faculty in departments/units where employees have been laid off may be the subject of consultation meetings pursuant to Article 2.~~

**13.3 ALTERNATIVE/EQUIVALENT EMPLOYMENT.** ~~Prior to giving a notice of layoff to the employee, the University shall make a reasonable effort to locate appropriate alternate or equivalent employment within the University for that employee and to make known the results of the effort to the person affected.~~

**13.4 NOTICE.** ~~Employees Eligible employees should be informed of layoff as soon as practicable and, where circumstances permit, employees with three after six or more years of continuous UCF service, employees should be provided at least two (2) one full semesters semester's notice (or one year's 16 weeks' notice for employees with an assignment greater than an academic year); those with less in their first six years of continuous University service, with at least one full semester's notice (or six (6) months' notice for employees with an assignment the remainder of a semester, or six weeks, whichever is greater than an academic year).~~ Formal written notice of layoff is to be sent by certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; ~~reason for shortened period of notification, if applicable~~; a statement of appeal/grievance rights and applicable dates for filing; and information on how to access the University Vacancy Listing ~~and how to access it.~~ The University shall copy the local UFF Chapter ~~as well as the UFF state office~~ on the layoff notice provided to the employee. The UFF may request a consultation with the ~~president or president's~~ University's representatives ~~pursuant to Article 2~~ to discuss the noticed layoff.

~~During their notice period, employees shall continue to have rights to alternate or equivalent employment. It shall be the employee's responsibility to check the Vacancy listing and notify Academic Affairs if he or she sees a vacancy that he or she is interested in and qualified for. After the cessation of their employment, employees shall be provided a statement of their recall rights and the expiration of those rights.~~

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

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

(a) For ~~two years~~ one year following ~~layoff,~~ the last day of employment, an employee who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the

same or similar position at the University should an opportunity for such re-employment arise. ~~If an employee is laid off from a multi-year appointment, the employee shall~~ It shall be eligible for re-employment in the same or similar position at UCF, should such a position become available within one year following the layoff or before the expiration date of the employee's last employment agreement, whichever is shorter. ~~Employees appointed~~ responsibility to a multi-year appointment who are recalled shall be offered re-employment not to exceed the time remaining on their employment agreement at the time of layoff. check the vacancy listing and notify Academic Affairs if he or she sees a vacancy that he or she is interested in and qualified for. Any offer of re-employment pursuant to this section must be accepted within ~~fifteen (15)~~ fourteen days after the date of the offer and shall take effect no later than the beginning of the semester following the date the offer was made. If an employee rejects an offer of re-employment, ~~the~~ the employee shall receive no further consideration pursuant to this Article. ~~The University shall notify the local UFF chapter when an offer of re-employment is issued to a laid-off employee.~~

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

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

(d) Employee Assistance Programs. ~~Consistent with the University's Employee Assistance Program,~~ employees ~~Employees~~ participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety ~~(90)~~ days following the layoff.

~~13.6 LIMITATIONS. The provisions of Sections 13.2 through 13.5 of this Agreement shall not apply to those employees described in Sections 12.2(a-d) and in 8.5(c).~~

## ARTICLE 14

### PROMOTION PROCEDURE

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

#### 14.2 CUMULATIVE PROGRESS EVALUATIONS.

(a) Beginning with the second year of employment, tenure earning Assistant Professors eligible for consideration for promotion to Associate Professor shall be apprised of their progress toward promotion. For example, employees hired in Fall ~~2012~~2019 or Spring ~~2013~~2020 will receive their first cumulative progress evaluation in Spring ~~2014~~2021. The appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for promotion. Tenured employees eligible for consideration for promotion to Professor shall be apprised of their progress toward promotion at least once prior to submitting their promotion dossier. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the promotion appraisal which were not resolved in previous discussions with the evaluator.

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

#### 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 given notified where to locate a copy of the criteria. The University and/or unit faculty may modify these criteria so long as the local UFF Chapter has been notified majority of the ~~proposed changes and offered an opportunity to discuss such~~

~~changest~~tenured faculty in ~~consultation with~~ the ~~president or representative~~.department/unit or the dean has ~~initiated this change~~. Changes in criteria shall not become effective until one ~~(1)~~-year following adoption of the changes, unless mutually agreed to ~~in writing by the local UFF Chapter President~~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 ~~the president~~.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 ~~are consistent with each other and that they~~ comport with the mission of the University and its various academic units.

~~(c) Promotion criteria shall be available in the department/unit office and/or at the college/unit level.~~

#### ~~14.4~~ PROCEDURES.

~~(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 ~~file~~dossier. The provisions of ~~the Evaluation File~~ Article ~~11 of this Agreement~~ shall apply to the contents of the promotion ~~file~~. dossier. It shall be the responsibility of the employee to see that the ~~file~~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 ~~file~~dossier and may ~~attach~~include a brief response to any material therein. If any material is added to the ~~file~~dossier after the commencement of consideration, a copy shall be sent to the employee within five ~~(5)~~ 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 ~~(5)~~ days of his/her receipt of the added material. The ~~file~~dossier shall not be forwarded until either the employee submits a response or until the second five ~~(5)~~-day period expires, whichever occurs first. If a document that is not part of the promotion ~~file~~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) ~~Recommendations~~Applications for promotion shall include a copy of applicable promotion criteria, the employee's annual ~~assignments~~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 ~~(10)~~ days or as soon as possible thereafter, of that decision. Upon written request by an employee within twenty ~~(20)~~ 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 PROMOTION. ~~Instructors and lecturers on regular appointments shall be eligible for promotion. Instructors and lecturers are not required to apply for promotion. An instructor or lecturer who applies for but does not achieve promotion shall continue at his or her current rank and retain the right to reapply in a future promotion cycle.~~

~~(a) Ranks. The ranks for instructors shall be Instructor, Associate Instructor, and Senior Instructor. The ranks for lecturers shall be Lecturer, Associate Lecturer, and Senior Lecturer.~~

~~(b) Years of Service. An instructor or lecturer shall be eligible for promotion to the next rank in the sixth year of full time service at the current rank. Prior years of service at other institutions or as a Visiting Instructor/Lecturer at the University may count toward eligibility for promotion, but three (3) years of full time service at the current rank must be obtained at UCF.~~

~~(c) Change in Title.~~ **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 become an Associate Lecturer) and years of service earned toward eligibility for promotion to the next rank shall not be affected.

~~(d) Phase In Period. During 2013-2014, only instructors and lecturers hired in or before 2003 shall be eligible for promotion. During 2014-2015, only instructors and lecturers hired in or before 2006 shall be eligible for promotion. During 2015-2016, only instructors and lecturers hired in or before 2009 shall be eligible for promotion. Thereafter, all instructors and lecturers who meet normal years of service and other eligibility requirements shall be eligible for promotion.~~

## ARTICLE 15

### TENURE

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

### 15.2 TENURE DECISION.

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

(b) By the end of six ~~(6)~~ years of service at the University, an employee eligible for tenure shall either be awarded tenure by the Board of Trustees or given notice that further employment will not be offered. Upon written request by an employee within twenty ~~(20)~~ days of the employee's receipt of such notice, the University shall provide the employee with a written statement of reasons by the president or representative why tenure was not granted.

(c) Decision by the Board of Trustees. The Board of Trustees shall award tenure. This decision shall normally be made at the May Board Meeting but no later than the following meeting. The employee shall be notified in writing by the president or representative within five ~~(5)~~ days of the decision of the Board.

(d) An employee being considered for tenure prior to the sixth ~~(6)~~ year may withdraw from consideration before the Provost issues a final written recommendation without prejudice.

### 15.3 CRITERIA FOR TENURE.

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

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

(b) The University shall give make available a copy of the criteria for tenure to employees eligible for tenure, and, beginning with the second year of employment, each such employee shall be apprised in writing once each year of the employee's progress toward tenure. For example, employees hired without tenure credit in Fall ~~2014~~2019 or Spring ~~2015~~2020 will receive their first cumulative progress evaluation in Spring ~~2016~~2021. The appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for tenure. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the tenure appraisal ~~which that~~ were not resolved in previous discussions with the evaluator.

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

#### **15.4 MODIFICATION OF CRITERIA.**

(a) Modifying Criteria. The University may modify the criteria for tenure so long as the ~~local UFF Chapter has been notified~~ majority of the ~~proposed changes and offered an opportunity to discuss such changes~~ tenured faculty in ~~consultation with the University president~~ department/unit or ~~representative~~ the dean has initiated this change. Changes in criteria shall not become effective until one ~~(1)~~ year following adoption of the changes, unless mutually agreed to ~~in writing by the local UFF president and by majority secret ballot of the University president~~ 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 tenure criteria shall be available for discussion by members of the affected departments/units before adoption.~~

(b) Effect on Employees. ~~The equitable opportunity provisions of Article 9 are applicable to the modified criteria. Further, if~~ an employee has at least four ~~(4)~~ years of tenure ~~earning~~ earning credit as of the date on which the tenure criteria are adopted ~~under Section 15.4(a)~~, above, the employee shall be evaluated for tenure under the criteria as they existed prior to modification unless the employee ~~notified~~ notifies the university at least thirty ~~(30)~~ 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~~ assignments and annual evaluations, and the employee's ~~tenure appraisals~~ 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 ~~file~~ 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 ~~file is complete. The provisions of Article 11 of this Agreement shall apply to the contents of the tenure file.~~ dossier is complete and accurate.

(b) If any material is added to the ~~file~~ dossier after the commencement of consideration, a copy shall be sent to the employee within five ~~(5)~~ 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 ~~(5)~~ days of his/her receipt of the added material. The ~~file~~ dossier shall not be forwarded until either the employee submits a response or until the second five ~~(5)~~-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 ~~file~~ dossier. If a document that is not part of the tenure ~~file~~ dossier is considered, then, prior to the committee's decision, it shall be added to the tenure ~~file~~ 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's employment shall be governed by the provisions of Article 12.~~

~~(b) Part-time service of an employee employed at least one semester in any twelve (12) month period shall be accumulated. For example, two (2) semesters of half-time service shall be considered one half year of service toward the period of tenure-earning service is subject to non-reappointment.~~

(e) An employee who is credited with tenure-earning-earning service at the time of initial appointment may request, in writing, that the ~~president or president's~~ 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, ~~z~~ upon recommendation of the appropriate administrator. The administrator shall consider the recommendation of the department or equivalent unit prior to making his/her final tenure recommendation.

**15.9 LEAVE.** Authorized leaves of absence shall be credited or not credited toward the period of tenure-~~earning-earning~~ service according to the provisions of ~~Section 17.4~~ the Leaves Article.

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

**ARTICLE 16****LETTERS OF COUNSEL, DISCIPLINARY ACTION, AND JOB ABANDONMENT**

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

16.

**~~16.1 JUST CAUSE.~~****2 JUST CAUSE.**

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

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

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

~~16.2 LETTERS OF COUNSELING/INSTRUCTION.~~ Letters of Counseling or Instruction may be provided to employees to provide guidance for bringing conduct or performance into compliance with university policies, rules, or provisions of the Collective Bargaining Agreement. Such letters, that may include recommendations for participation in an Employee Assistance Program, are not considered discipline and may be used only as evidence to demonstrate the employee's awareness of University expectations.

### 16.3

~~16.3 PROGRESSIVE DISCIPLINE.~~ Both parties endorse the principle of progressive discipline as applied to professionals.

### 16.4 NOTICE OF INTENT.

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

(b) Suspension or Termination. When the ~~president or president's~~University's representative has reason to believe that suspension or termination should be imposed, the ~~president or president's~~University's representative shall provide the employee with a written notice of the proposed action and the reasons therefore. Such notice shall be sent via certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained. The employee shall be given ~~ten (10)~~seven days to respond in writing to ~~president or president's~~University's representative before the proposed action is taken. The ~~president or president's~~University's representative then may issue a notice of disciplinary action ~~under Section 16.5.~~

16.54 NOTICE OF DISCIPLINARY ACTION. ~~Any notice of All~~ disciplinary action shall include a statement of the reasons therefore and a statement advising the employee that the action is subject to the Grievance Procedure in Article 20. ~~All such~~ notices shall be sent via certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

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

16.7—6 TERMINATION. A ~~tenured~~tenured appointment or any appointment of definite duration may be terminated during its term for just cause. ~~An employee shall be given written notice of termination at least six months in advance of the effective date of such termination, except that in cases where the president or representative determines that an employee's actions adversely affect the functioning of the University or jeopardize the safety or welfare of the employee, colleagues, or students, the president or representative may give less than six months' notice.~~

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

### 16.98 JOB ABANDONMENT.

(a) If an employee is absent without authorized leave for ~~twelve (12)~~seven or more ~~consecutive~~ days ~~under the provisions of Section 17.1,~~ the employee shall be considered to have abandoned the position and voluntarily resigned from the University.

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

## ARTICLE 17

### LEAVES

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

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

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

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

(d) An absence without approved leave or extension of leave shall subject the employee to the provisions of the Discipline Article 16.

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

**17.2 RETURN FROM LEAVE.** An employee who returns from an approved leave of absence with or without pay shall normally be returned to the same classification, unless the University and the employee agree in writing to other terms and conditions. The return from FMLA leave shall be governed by the FMLA and its implementing regulations, as discussed in Section 17.6 this Article.

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

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

## 17.5 HOLIDAYS.

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

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

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

## 17.6 FAMILY AND MEDICAL LEAVE ACT (FMLA) ENTITLEMENTS.

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

### ~~17.7~~

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

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

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

**17.8 PARENTAL LEAVE OPTIONS.** The University of Central Florida provides a supportive environment that enables employees to address the complexity of balancing their work and family commitments. The University provides the following leave options when an employee becomes a biological parent, a child is placed for adoption in the employee's home, or the employee becomes the legal guardian of a child. Modified Instructional Duties are not available for an employee on paid or unpaid parental leave.

~~(a) Modified Work Duties. If the employee normally has an instructional assignment, then, after consultation with the employee, the supervisor shall determine that:~~

~~(1) the assignment be changed to a non-instructional assignment for the academic semester during which the child is expected to arrive; or~~

~~(2) the employee's work schedule may be altered.~~

~~(3) once the modified plan is agreed to by the employee and his or her supervisor, it shall be reviewed by the dean or vice president. The dean or vice president shall either approve the modified work plan, or work in collaboration with the supervisor and employee to reach an acceptable solution.~~

~~(b) Paid Parental Leave. Employees are eligible for paid~~ Paid Parental Leave is designed to minimize classroom disruption. Paid parental leave as follows:

~~(1) An employee shall be granted, upon request, a paid parental leave for a period of 19.5 contiguous weeks (for twelve-month employees only) or one regular (Fall or Spring) semester, (or up to 3 months for non-instructional employees) for the birth, adoption, or assumption of legal guardianship of a child. Parental leave~~

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

~~(2)~~ (1) Nine or twelve month instructional employees may receive one regular (Fall or Spring) semester;

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

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

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

~~(3-5)~~ The employee will request the use of paid parental leave in writing no later than three months prior to the anticipated beginning of the leave and the leave must occur no later than a semester immediately following the birth or adoption event. A shorter notice period may be permitted for good cause and/or special circumstances at the discretion of the provost or designee. Parental leave is separate from, but may run concurrent with, medical or FMLA leave.

~~(4-6)~~ The employee will sign a written agreement detailing the terms of the paid parental leave. Participation in paid parental leave is contingent upon execution of the signed agreement.

~~(5-7)~~ The employee must agree in writing to return to University employment for at least one academic year following participation in the program. This time does not include time awarded for a sabbatical or other type of leave. For example, it would be possible for a nine-month employee to take a sabbatical and then opt for the paid parental leave program. In that case, the employee would need to return to active university service for one year for each of the programs; in this case, two academic ~~years~~years.

~~(68)~~ Repayment of salary, retirement, ~~benefits, benefits,~~ and expenses received during paid parental leave shall be required in those instances where payments are made in the absence of a signed agreement by the employee, or when the employee fails to comply with the terms of the program.

~~(79)~~ An employee who makes use of paid parental leave and who remains in University employment for at least one academic year (calendar year for non-instructional faculty) following participation in the parental leave program shall have the total number of hours used deducted from the employee's sick leave and/or annual leave balance (with sick leave being deducted first) that the employee has remaining at the time of separation from the University, or upon transferring between an annual leave and non-annual leave accruing contract.

~~(810)~~ Employees on paid parental leave cannot engage in outside employment unless approved in advance.

~~(e)~~ Unpaid Parental Leave.

(1) If an employee is ineligible or chooses not to use a modified work assignment ~~as described in 17.7(a)(MID)~~ or paid parental leave ~~as described in 17.7(b),~~ the employee may request ~~and shall be granted~~ an unpaid parental leave not to exceed six months when the employee becomes a biological parent or a child is placed for adoption in the employee's home.

(2) Employees on parental leave may use up to six weeks of paid sick leave for the period of leave immediately following the birth of a child (or eight weeks following a C-Section). Parental leave beyond the six week period may be covered by other accrued paid leave or remain a period of unpaid leave. ~~Use of accrued leave during an approved period of leave without pay shall be in accordance with Section 17.11.~~

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

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

b. any illness caused or contributed to by pregnancy, when certified by a health care provider, shall be treated as temporary disability if requested, and the employee shall be allowed to use accrued sick leave credits. In such a case, a Medical or Parental Leave Request Form and a UCF Medical Certification Form is required. ~~Pregnancy shall not be considered a disability.~~

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

(a) Sick Leave.

(1) Accrual of Sick Leave.

a. A full-time employee shall accrue four ~~(4)~~ hours of sick leave for each biweekly pay period, or the number of hours that are directly proportionate to the number of days worked during less than a full-pay period, without limitation as to the total number of hours that may be accrued.

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

~~c. An employee appointed under Other Personal Services (OPS) shall not accrue sick leave.  
(2) Uses of Sick Leave.~~

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

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

b. Sick leave shall be authorized for the following:

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

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

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

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

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

services on such days. During any seven ~~(7)~~ day period, the maximum number of days of sick leave charged against any employee shall be five ~~(5) days, or 40 hours.~~

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

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

(3) Certification. If an employee's request for absence or absence exceeds four ~~(4)~~ consecutive days, or if a pattern of absence is documented, the University may require an employee to furnish certification signed by an attending health care provider affirming the medical reasons necessitating the absence and/or the employee's ability to return to work. If the medical certification furnished by the employee is not acceptable, the employee may be required to submit to a medical examination by a health care provider who is not a University staff member which shall be paid for by the University. If the medical certification indicates that the employee is unable to perform assigned duties, the president or representative may place the employee on compulsory leave under the conditions set forth in that Section ~~17.8(c).~~

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

(5) Payment for Unused Sick Leave.

a. An employee with less than ten ~~(10)~~ years of State service who separates from State government shall not be paid for any unused sick leave.

b. An eligible employee who ~~was hired on or before January 6, 2003,~~ has completed ten ~~(10)~~ or more years of State and/or University service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, and separates from State government because of retirement for other than disability reasons, termination, or death, shall be compensated for the employee's unused sick leave at the employee's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours.

~~c. An employee who was hired on or after January 7, 2003, has completed ten (10) or more years of University service, has not been found guilty of or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with state government, or has not been found guilty by a court of competent jurisdiction of having violated any state law against or prohibiting strikes by public employees, and separates from employment because of non-disability retirement, termination, or death shall be compensated for the employee's unused sick leave at the employee's most recent regular hourly rate of pay for one fourth of all unused sick leave, provided that one fourth of the unused accrued sick leave does not exceed 480 hours.~~

~~d. Upon layoff, an employee with ten (10) or more years of University service shall be paid for unused sick leave in accord with the criteria described in paragraphs 17.8(a)(5)b and c, above, unless the employee requests in writing that unused sick leave be retained pending re-employment. For an employee who is re-employed by the University within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. An employee who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave.~~

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

d. All ~~payments~~ payments for unused sick leave shall be made in lump sum and shall not be used in determining the average final compensation of an employee in any State administered retirement system. An employee shall not be carried on the payroll beyond the last official day of employment, except that an

employee who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

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

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

(b) Job-Related Illness/injury.

(1) An employee who sustains a job-related illness/injury that is compensable under the Workers' Compensation Law shall be carried in full-pay status for a period of medically certified illness/injury not to exceed seven (7) days immediately following the illness/injury, or for a maximum of forty (40) work hours if taken intermittently without being required to use accrued sick or annual leave.

(2) If, as a result of the job-related illness/injury, the employee is unable to resume work at the end of the period provided in paragraph 17.8(b)(1), above:

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

b. The employee shall be placed on leave without pay and shall receive normal Workers' Compensation ~~benefits~~ benefits if the employee has exhausted all accrued leave ~~in accordance with paragraph 17.8(b)(2)(a), above~~, or the employee elects not to use accrued leave.

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

(4) If, at the end of the leave period, the employee is unable to return to work and perform assigned duties, 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 a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:

- 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.

(c) Compulsory Leave.

(1) Placing Employee on Compulsory Leave.

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

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

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

(2) Conditions of Compulsory Leave.

a. Written notification to the employee placing the employee on compulsory leave shall include the duration of the compulsory leave period and the conditions under which the employee may return to work.

These conditions may include the requirement of the successful completion of, or participation in, a program of rehabilitation or treatment, and follow-up medical certification(s) by the health care provider, as appropriate.

b. The compulsory leave period may be leave with pay or leave without pay. If the compulsory leave combines the use of accrued leave with leave without pay, the use of such leave shall be in accordance with ~~Section 17.11~~this Article.

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

(3) Duration. Compulsory leave, with or without pay, shall be for a period not to exceed ~~the duration of the illness/injury or one year, whichever is less~~one year.

(4) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work 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 ~~in accordance with Section 17.11~~ or extend such status;
- c. request the employee's resignation; or
- d. release the employee from employment, notwithstanding any other provisions of this

Agreement.

## **17.910 ANNUAL LEAVE.**

(a) Accrual of Annual Leave.

(1) Full-time employees appointed for more than nine ~~(9)~~ months, except employees on academic year ~~appointments~~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 ~~post October 1, 1973~~ sick leave on an hour-for-hour basis on January 1 of each year.

(2) Part-time employees appointed for more than nine ~~(9)~~ months, except employees on academic year ~~appointments~~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 ~~(9)~~ months, ~~and OPS employees~~ 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) Upon re-employment with the University within 100 days, except for re-employment after layoff (see 17.9(c)(3), below), the employee may choose to reinstate their annual leave balance by repaying the full lump sum annual leave payment received.~~

~~(3)(2)~~ An employee may transfer into an annual leave accruing position up to forty-four ~~(44)~~ 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 ~~(31)~~ days have elapsed between jobs.

~~(43)~~ 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~~benefits.

~~(54)~~ 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, ~~and unless the employee requests the option in (2) below,~~ 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 ~~president or 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 transfer from an annual leave accruing contract to an academic year contract at the University, the employee may elect to retain all unused annual leave until such time, not to exceed two (2) years, as the employee transfers back to an annual leave accruing contract or terminates employment with the University. Upon such termination or at the end of two (2) years, whichever comes first, the unused leave balance shall be paid in lump sum for up to forty four days (352 hours) at the annual rate the employee was accruing as of the employee's last day of work on an annual leave accruing contract.~~

~~(3) Upon layoff, an employee shall be paid for up to forty four days (352 hours) of unused annual leave in lump sum, unless the employee requests in writing that annual leave credits be retained pending re-employment. For employees who are re-employed by the University within twelve (12) calendar months following layoff, all unused annual leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payment received at the time of layoff. Employees who are not re-employed within twelve (12) calendar months following layoff and who elected to retain their annual leave pending re-employment shall be paid for up to forty four days (352 hours) of unused annual leave at the calendar rate the employee was accruing as of the employee's last day of work.~~

~~(4) (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.

~~(5) (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.

## **17.1011 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 19 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 ~~(240)~~ hours in any one ~~(1)~~ 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 ~~(30)~~ 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.

~~Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service.~~

b. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty ~~(30)~~ 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 17.10(d)(4) below this Article, or the employer exercises its option to supplement the employee's military pay. Leave payment for the first thirty ~~(30)~~ 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 Section 17.11 this Article.

(c) Leave Pending Investigation. When the ~~president or~~ University's representative has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the ~~president or~~ 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 ~~of the reasons therefor~~. The leave ~~shall~~ 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 ~~(15)~~ 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 ~~(6)~~ calendar days in any calendar year.

(e) Official Emergency Closings. The ~~president or president's~~ 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.

## **17.112 LEAVE WITHOUT PAY.**

(a) Granting. ~~Upon request of an employee, the president or~~ If a leave is in the best interests of the university, the university's representative ~~shall, has the ability to~~ grant ~~an employee's~~ leave without pay for a period not to exceed one year ~~unless the president or representative determines that granting such leave would be inconsistent with the best interests of the University.~~ 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. ~~While on such leave, an employee shall be eligible to participate in any special salary incentive programs such as the Teaching Incentive Program.~~

(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 ~~Section 17.8(a)(2)~~this Article regarding the use of sick leave<sup>7.4</sup>, 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 ~~for parental, foster care, medical, or military reasons~~. 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 ~~(6)~~ 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<sup>7.4</sup>.

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~~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~~18~~:

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

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

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

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

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

(2) a Work specially commissioned for use by the University, for example, as a contribution to a collective work, as part of a motion picture or other audio visual work, as a translation, as a supplementary

work, as a compilation, an instructional text, as a test or material for test, as an atlas, etc., if the parties expressly agree in an executed writing that the Work shall be considered a work for hire.

(e) An "Invention" means

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

(2) any novel variety of plant that is or may be patentable or otherwise protected under the Plant Variety Protection Act (7 U.S.C. §2321 et seq.), ~~(iii) any Trademark, and/or (iv) any directly related know-how used in connection with these items. Instructional Technology Material which is or may be patentable is included in this definition.~~

~~(c) "Instructional Technology Material" includes video and audio recordings or transmissions, motion pictures, films, slides, photographic and other similar visual materials, electronic and digital media, computer programs, programmed instructional materials, web pages, electronic, electro-mechanical, or solid-state physics-based equipment, three-dimensional materials and exhibits, and combinations of the above, which are prepared or produced in whole or in part by an employee and that are used for instruction. All distance and distributed learning courses and/or modules are included in this definition.~~

~~(d) "(3) any Trademark, and/or~~

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

(f) "University Support" shall mean the ~~non-incidenta~~ use of University funds, personnel, facilities, equipment, ~~materials,~~ the University computer infrastructure, materials, specially created software platforms such as "Materia," or "Obojobo," professional video production, or technological information, ~~or students~~ in the creation or making of a Work or Invention; ~~and does not include the incidental use of resources made available to the University community for common use.~~ University Support includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University, including but not limited to research and investigations that sponsored by the University and/or that carried out by public funds. It does not include the ordinary use of University resources, including the use of desktop or University provided laptop computers, the University computer resources, secretarial staff and supplies, one's office and the University library.

### **18.3 RIGHTS TO COPYRIGHTED WORKS.**

(a) Independent Creative Efforts. A Works owned by employees. The Work made for Hire rule in the course of Independent Creative Efforts is Copyright Act gives the property University ownership of the employee, who has copyrights to works produced by its employees within the right to determine scope of their employment. However, the disposition of such Work and University supports the revenue derived from it. The employee shall provide documentation long-standing tradition within academia as to substantiate his or her Independent Creative Efforts. As used in this Section, certain exceptions to the term "Work for Hire Doctrine, and therefore treats teaching and research faculty as the copyright owners of Works as follows:

(1) Works created as a result of independent efforts. "Independent Creative "Efforts" means that:

~~(1)~~ the ideas came from the employee;

~~(2)~~ that the Work was made without the use of appreciable University Support support; and

~~(3)~~ that the University is not responsible for any opinions expressed in the Work.

(b) University-Supported Efforts. A Work that is created with the use of University Support as defined in 18.2(d) is the property of the University, and the employee shall share in the proceeds therefrom. For example, Web-based courses developed with University resources use a team of technical support experts and faculty members to develop materials and software used in the course. Accordingly, the University maintains the right

of ownership to such software and materials. These materials may be licensed by mutual agreement between the University and the employee(s) who developed the materials.

~~(c) Exceptions. The University shall not assert rights to the following Works:~~

~~(1) Those Works for which the intended purpose is to disseminate the results of academic research or scholarly study, such as books, articles, electronic and digital media; and~~

~~(2) Works developed without the use of appreciable University Support and used solely for the purpose of instruction.~~

~~(3) The intellectual content developed by faculty members for Web-based courses.~~

~~(d) Disclosure/University Review.~~

~~(1) Upon the creation of a Work and prior to any publication, the employee shall disclose to the president or president's representative any Work made in the course of University-supported efforts, together with an outline of the project and the conditions under which it was done. Consistent with the provisions of Section 18.3.(c) above, employees need not disclose any Work regarding books, articles, and similar (2) Works the intended purpose of which is to disseminate the results of academic research or scholarly Work.~~

~~(2) The president or president's representative shall assess the relative equities of the employee and the University in the Work.~~

~~(3) Within one hundred twenty (120) days after such disclosure, the president or president's representative will inform the employee whether the University seeks an interest in the Work, and a written agreement shall thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the employee and the allocation of proceeds resulting from such Work. Allocation of proceeds/royalties shall be made created as a result of Outside Activity. Works created from approved Outside Activity in accordance with the University's policy on copyrights and patents. The agreement will also include provisions relating to the creation, use, and revision of such Works by the University or the employee, as well as provisions relating to the use or revision of such Works by persons other than the University or employee. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.~~

~~(4) The employee shall assist the University in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of these Works in which the University asserts an interest, including Instructional Technology Materials as defined in Section 18.2(c). The employee shall certify that such development or use does not infringe upon any existing copyright or other legal right.~~

~~(5) The employee and the University shall not commit any act that would tend to defeat the University's or employee's interest in the Work, such as making a public disclosure prior to the University obtaining intellectual property protection, and shall take any necessary steps to protect such interests.~~

~~(e) Outside Activity. An employee may, in accordance with Article 19, Conflict of Interest or Commitment and Outside Activity, engage in outside activity, including employment pursuant to a consulting agreement. Article, are the property of the creator, subject to the following:~~

~~(1)-a. Any requirement that an employee waive the University's potential University rights to any University-supported Work as defined in Section 18.3(b), or Inventions that arise/arises during the course of such outside activity shall not be entered into unless specifically approved by the president or president's University's representative, in writing, prior to the start of such outside activity.~~

~~(2)-b. An employee who proposes to engage in an outside activity where the employee may be/is asked to waive the University's rights shall furnish a copy of this Article and the University's Copyrights and Works Regulation to the outside employer prior to the time a consulting or other agreement is signed or, if there is no written agreement, before the outside activity/employment begins.~~

#### ~~18.4 INVENTIONS.~~

~~(a)(3) Scholarly or artistic works. Works, regardless of their form of expression, for which the intended purpose is to disseminate the results of academic research, scholarly study, or artistic expression such as~~

textbooks, journal articles, scholarly papers, conference presentations, works of popular nonfiction, novels, poems, dramatic works, visual works of art or design, films, musical compositions/arrangements, etc.

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

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

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

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

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

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

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

(c) Transfer of copyright to the employee.

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

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

## **18.4 RIGHTS IN INVENTIONS**

(a) Inventions owned by employees.

(1) Independent Inventive Efforts. -All Inventions made outside the field or discipline in which the employee is employed by the University, and for which no University Support has been used, are the property of the employee, subject to 35 U.S.C. 115, who has the right to determine the disposition of such property and revenue derived from such property. The employee and the ~~president or president's~~University's representative may agree that the patent for such Invention be pursued by the University and the proceeds shared.

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

~~(c) Private or Industrially Sponsored Efforts. Except in unusual cases, Inventions developed in the course of privately or industrially sponsored research are the property of the University. The sponsor may be accorded the first option to negotiate an exclusive license, in which case the term of exclusivity and the compensation shall be negotiated at the time the Invention is made or under the provisions of the University's~~

~~policy on copyrights and patents. If the sponsor exercises this option, the University retains royalty-free license rights to use the Invention or discovery for its own purposes.~~

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

~~(1) a.~~ Any requirement that an employee waive ~~the University's potential University~~ rights to any Inventions that arise during the course of such outside activity shall not be entered into unless specifically approved by the ~~president or president's University's~~ representative, in writing, prior to the start of such outside activity:

~~(2) b.~~ An employee who proposes to engage in an outside activity where the employee ~~may~~ ~~be~~ asked to waive the University's rights shall furnish a copy of this Article and the University's Patents, Trademarks, and Trade Secret Regulation to the outside employer prior to the time a consulting or other agreement is signed or, if there is no written agreement, before the outside activity/employment begins. Employees are not authorized to waive University rights, and any such waiver is deemed rejected unless specifically accepted by the Vice President of Research and Commercialization or designee.

~~(3) c.~~ Undisclosed Outside Activity is considered unauthorized.

~~a. (i)~~ Any Invention arising from undisclosed Outside Activity must be disclosed to the Vice President of Research & ~~Commercialization (see 18.4(e))~~ Dean of the College of Graduate Studies ("Vice President of Research") or designee. If the employee claims the Invention resulted from Independent Inventive Effort(s), then as part of the disclosure, the employee shall provide sufficient documentation to substantiate the claim.

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

(b) Inventions owned by the University.

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

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

## **18.5 DISCLOSURE/UNIVERSITY REVIEW**

**(a)** Employees are required to disclose all Inventions owned by the University and all Inventions resulting from any Outside Activity within the field or discipline of the inventing employee. - It is the policy of the University that, in general, research results should be publishable; publication of such results in appropriate venues is encouraged. -However, if the publication of research results may reveal an Invention in which the University has an interest, employees should seek advice on how and when to publish the results in order that potential patent rights for the Invention are not compromised. -That is, upon the making of an Invention and prior to any publication or public disclosure, employees shall promptly and fully disclose to the Vice President of Research & Commercialization any Invention described in 18.4(b). -Any delay in publication resulting from seeking such advice shall be minimized, but in any event shall not exceed ~~120~~ninety days from the date of presentation of the proposed publication ~~-, unless a sponsor has contractually required a more lengthy period, and such time period was confirmed acceptable to the employee(s) participating in the sponsored project.~~

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

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

(3) The Vice President for Research ~~and Commercialization~~ or designee shall inform the employee of the University's decision regarding the University's interest in the Invention within a reasonable time, not to exceed ~~120~~ninety days from the date of the disclosure.

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

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

(6) The division, between the University and the employee, of proceeds generated by the licensing or assignment of an Invention shall be ~~negotiated and reflected in a written contract between the University and the employee and/or~~ as set forth in the University's policy on copyrights and patents, including the applicable UCFRF Guidelines, ~~or negotiated and reflected in a written contract between the University and the employee.~~ All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors. ~~Faculty members who have a significant role or equity position in companies that license university intellectual property waive their University distribution.~~

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

### **(fb) Release of Rights.**

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

(2) Prior to making a patent application, at any stage of the patent process, or in the commercial application of an Invention, ~~z~~ if the University has not otherwise assigned to a third party the right to pursue its interests, the ~~president or president's~~ 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 ~~president or president's~~ 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 ~~or~~ and instructional purposes of the University, including its affiliated entities, unless otherwise agreed in writing by the University.

~~(g) — 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.

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

**ARTICLE 20**

~~(1) The University shall have a policy addressing the division of proceeds between the employee and the University.~~

~~(2) Such policy may be the subject of consultation meetings pursuant to Article 2.~~

**ARTICLE 20****GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURES****20.1 POLICY/INFORMAL RESOLUTION.**

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

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

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

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

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

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

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

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

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

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

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

(e) Remedy. A grievance shall specify the remedy sought by the grievant~~s~~.

**20.4 BURDEN OF PROOF.** ~~In all~~For each violation alleged in a grievance~~s~~ filing except ~~disciplinary grievances in accordance with an alleged violation of the Discipline~~ Article 16, regarding Disciplinary Action and Job Abandonment, ~~the burden of proof, the duty of proving or disproving the fact or facts in dispute between the parties at the grievance proceeding(s)~~ shall be on the employee. ~~In~~For disciplinary ~~grievances~~violations, the burden of ~~proof~~proving the fact or facts at the grievance proceeding(s) shall be on the University.

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

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

#### **20.7 APPEARANCES.**

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

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

#### **20.8 FORMAL GRIEVANCE PROCEDURE~~s~~.**

(a) Filing.

(1) Step 1 and Step 2 ~~grievances~~ shall be filed in Academic Affairs within thirty ~~(30)~~ 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 ~~20~~. 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 ~~23~~ 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 ~~(30)~~ days, during which ~~period~~ 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 ~~president or president'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 ~~president or president'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 ~~Section 20.15~~ the Article regarding Conflict of Interest/Commitment, the postponement period shall be no more than seven ~~(7)~~ days unless the employee and the university agree otherwise.

(d) Step 1.

(1) Meeting. The ~~president or president's~~ representative and the grievant and the grievance representative shall meet no sooner than seven ~~(7)~~ and no later than fifteen ~~(15)~~ days following

~~a~~ receipt of

a. the grievance if no postponement is requested, or

b. ~~receipt of~~ written notice ~~that the grievant wishes~~ to proceed with the Step 1 meeting.

At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected ~~pursuant to Section 20.5~~), and the ~~president or president's~~ representative, shall discuss the grievance.

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

~~(3) Documents. Where practicable, the Step 1 reviewer shall make available to the grievant, or grievance representative, documentation referenced in the Step 1 decision prior to its issuance.~~ (3) Documents. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, ~~together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of any reasonably identifiable documents relevant to the grievance.~~

(e) Step 2

(1) Filing.

a. Continuation of Step 1 Grievance. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request with Academic Affairs for review of the Step 1 decision by the ~~president or president's~~ University's representative. The grievant must make this request within thirty ~~(30)~~ days following receipt of the Step 1 decision by the grievant's Step 1 representative. Thirty days shall be determined by the date stamped on the notice by Academic Affairs when the request is received in that office or by the date of mailing as determined by the postmark.

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

(2) Meeting. The ~~president or president's~~ University's representative and the grievant and the grievant's representative shall meet no sooner than seven ~~(7)~~ and no later than fifteen ~~(15)~~ days following receipt of

a. ~~receipt of~~ the grievance if no postponement is requested or

b. ~~receipt of~~ written notice that the grievant wishes to proceed with the Step 2 meeting.

At the Step 2 meeting the grievant shall have the right to present evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected ~~pursuant to Section 20.5~~) and the ~~president or president's~~ University's representative, shall discuss the grievance.

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

(f) Step 3 Arbitration.

(1) Filing. If the grievance has not been satisfactorily resolved at Step 2, the UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of the intent to do so. Notice of intent to proceed to arbitration must be filed with Academic Affairs within thirty ~~(30)~~ days after receipt of the Step 2 decision by grievant and grievant's Step 2 representative (if the grievant is represented by the UFF, the decision will be sent to the UFF grievance representative) and shall be signed by the grievant and the statewide UFF President ~~of UFF~~, Director of Arbitrations or designee. Thirty days shall be determined by a receipt executed by the office receiving the grievance, or by the date of mailing as determined by the postmark. The grievance may be withdrawn at any time by the grievant or by the statewide UFF President ~~or~~, Director of Arbitrations or

designee at any point during Step 3. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability pursuant to Section 20.8(f)(4).

(2) Selection of Arbitrator. ~~Representatives of the University and the UFF shall meet within ninety (90) days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of ten (10) or more members.~~ Within fourteen (14) days after receipt of a notice of intent to arbitrate, representatives of the University and the UFF shall meet for the purpose of selecting an arbitrator from the Panel. Selection shall be by mutual agreement or by alternately striking names from the Arbitration Panel list until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin. If the parties are unable to agree to a panel of arbitrators, they shall follow the normal American Arbitration Association procedure for the selection of an arbitrator. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel. The arbitration shall be held within sixty ~~(60)~~ days following the selection of the arbitrator, if practicable.

(3) Authority of the Arbitrator.

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

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

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

(4) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten ~~(10)~~ days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) ~~in accordance with the provisions of Section 20.8(f)(2)).~~

(5) Conduct of Hearing. The arbitrator shall hold the hearing in the city where the grievant is employed, unless otherwise agreed by the parties. The hearing shall commence within twenty-five ~~(25)~~ days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within forty-five ~~(45)~~ days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Chapter 682, Florida Statutes, shall not apply. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

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

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

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

(9) Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article.

**20.9 FILINGS AND NOTIFICATION.** With the exception of Step 1 and Step 2 decisions and filings, all documents required or permitted to be issued or filed pursuant to this Article may be transmitted by fax, United States mail, or any other recognized delivery service (note: e-mail is not an acceptable form of delivery). Refusal to accept delivery to the address indicated in the university's records will be deemed as delivered. Receipt by UFF Representative shall constitute receipt only when the UFF represents the employee. Step 1 and Step 2 decisions and filings shall be transmitted to the grievance representative-(s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in Section 17.5 the Leaves Article), the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

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

**20.11 PROCESSING.**

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

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

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

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

**20.14 INACTIVE GRIEVANCES.** A grievance which has been filed at Step 2 or Step 3 and on which no action has been taken by the grievant or the UFF for ninety ~~(90)~~ days shall be deemed withdrawn and resolved in accordance with the decision issued at the prior Step.

~~**20.15 EXPEDITED GRIEVANCE PROCEDURE FOR CONFLICT OF INTEREST (Section 19.5).**~~

~~(a) A grievance alleging a violation of Article 19 shall be heard at Step 1 by the president or president's representative no more than seven (7) days after it has been filed. The president or representative shall issue a Step 1 decision no more than 7 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 (7) days following the receipt of the Step 1 decision. The Step 2 meeting shall be held no more than 7 days after the 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 (14) days after receipt of the Step 2 decision. An arbitrator shall be selected by the parties no more than fourteen (14) days following the receipt of the 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 parties shall establish a panel of three (3) experienced arbitrators to hear a grievance filed in accordance with this Section.~~

~~(e) All other provisions of Article 20 shall apply to these grievances, except as noted above.~~

## ARTICLE 21

### OTHER EMPLOYEE RIGHTS

~~**21.1 PROFESSIONAL MEETINGS.** Employees should be encouraged to and may, with the approval of the supervisor, attend and/or make presentations at professional meetings, conferences, and activities. Subject to the availability of funds, the employee's expenses in connection with such meetings, conferences, or activities shall be reimbursed in accordance with the applicable provisions of State law and rules and regulations having the force and effect of law.~~

~~**21.2 OFFICE SPACE.** Each employee shall be provided with office space that may be on a shared basis when appropriate individual office space is unavailable. The parties recognize the desirability of providing each employee with enclosed office space with a door lock, air conditioning/heating, office equipment commensurate with assigned responsibilities, and ready access to a telephone, computer and the Internet. When an employee reports in writing to his or her supervisor a condition which the employee feels represents the lack of one or more of the preceding provisions, the supervisor shall reply to the concern, in writing, within fourteen (14) days of receipt. Each employee shall, consistent with building security, have reasonable access to the employee's office space and laboratories, studios, music rooms, and the like used in connection with assigned responsibilities; this provision may require that campus security provide access on an individual basis. Before an employee's office location is changed, or before there is a substantial alteration to an employee's office to a degree that impedes the employee's work effectiveness, the affected employee shall be notified, if practicable, at least one (1) month prior to such change.~~

~~**21.3 SAFE CONDITIONS.** Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated. The appropriate administrator shall reply to the concern, in writing, within fourteen (14) days of receipt, if the employee's concern is communicated in writing.~~

#### ~~21.4— LIMITATION ON PERSONAL LIABILITY.~~

~~(a) In the event an employee is sued for an act, event, or omission which may fall within the scope of Section 768.28, Florida Statutes, the employee should notify the president's office as soon as possible after receipt of the summons commencing the action in order that the University may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.~~

~~(b) For information purposes, the following pertinent language of Section 768.28(9), Florida Statutes, is reproduced herein.~~

*No officer, employee, or agent of the state or any of its subdivisions shall be held personally liable in tort or named as a party defendant in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of his or her employment or function, unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.*

~~21.5— TRAVEL ADVANCES.~~ The University will, to the extent permitted by State law and rule, provide travel advances, upon request, of up to eighty (80) percent of budgeted expenses for authorized travel of longer than five (5) consecutive days.

~~21.6— WORKING PAPERS RIGHTS.~~ Consistent with law, the provisions of Article 18, and the legitimate interests of the University, employees shall have the right to control of their personal correspondence, notes, raw data, and other working papers.

~~21.7— PROTECTION FOR WHISTLEBLOWERS.~~ Employees are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

~~21.8— COPIES OF THE AGREEMENT.~~ The University shall provide the UFF with 500 copies of the ratified Agreement, shall provide a copy to each employee, and shall provide a copy to each new employee upon hiring. In addition, the University shall provide an electronic copy of the ratified Agreement and all Supplements to the UFF.

~~21.9— INSTRUCTIONS.~~ The university shall provide instructions to employees regarding their responsibility for maintaining copies of emails in order to comply with the "Public Records Act," Chapter 119, Florida Statutes.

~~(OTHER EMPLOYEE RIGHTS, VACATED)~~

## ARTICLE 22

### SABBATICALS AND PROFESSIONAL DEVELOPMENT PROGRAMS

#### 22.1 SABBATICALS.

(a) Policy. ~~Sabbaticals~~Sabbaticals are granted to increase an employee's value to the University through opportunities for research, writing, professional renewal,<sup>7z</sup> further education or other experiences of professional value. While such leaves may be provided in relation to an employee's years of service, they are not primarily a reward for service.

(b) Types of Sabbaticals.

(1) Type I Sabbaticals: Each year, each college shall make available at least one ~~(1)~~ [Type IA] sabbatical<sup>7z</sup>, either at full pay for one ~~(1)~~ semester or ~~one~~ [Type IB] at three-fourths pay for one ~~(1)~~ academic year<sup>7z</sup>, for each twenty ~~(20)~~ tenured and tenure-~~earning-earning~~ employees, subject to the conditions of this Article. Standard rounding techniques shall be used to determine the total number of Type I sabbaticals to be made available in each college. (e.g., a college with 29 tenured or tenure-earning employees shall make one ~~(1)~~ Type I sabbatical

available. A college with 30 tenured or tenure-earning employees shall make two ~~(2)~~ Type I sabbaticals available.) Colleges with fewer than twenty ~~(20)~~ tenured and tenure-earning employees shall make available at least one such sabbatical every other year.

(2) Type II Sabbaticals: Each college shall make available to each employee whose application meets the policy requirements noted above, and whose application has been recommended by the college committee and granted by the dean, a sabbatical for two ~~(2)~~ semesters (i.e., one ~~(1)~~ academic year) at half pay, subject to the conditions of this Article.

(c) Sabbatical Eligibility for Sabbaticals.

(1) Full-time ~~tenured~~ employees with at least six ~~(6)~~ years of full-time continuous service ~~with at~~ UCF who are tenured at the time of application shall be eligible for ~~sabbaticals~~ sabbaticals.

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

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

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

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

(1) For the purposes of this Section ~~22.1~~, "college" shall also mean the group of tenured and tenure-earning employees whose primary ~~assignments~~ assignments are in an institute, center, or other non-college unit.

(2) These employees shall be grouped together for purposes of calculating the number of available ~~sabbaticals~~ sabbaticals and for purposes of ~~ranking~~ ranking employees' applications. Sabbatical applications for these employees ~~will~~ shall be reviewed and ranked by the University Research Council, whose rankings ~~will~~ shall be finally reviewed by the ~~president or president's~~ University's representative. In all other respects, the application and selection process for these employees shall follow the provisions of ~~Section 22.1(e)~~ this Article.

(e) Application and Selection.

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

(2) Each application shall include a two-page statement describing the program and activities to be followed while on sabbatical; the expected increase in value of the employee to the University, the college and the employee's academic discipline; specific results anticipated from the leave; any anticipated supplementary income; and a statement that the applicant agrees to comply with the conditions of the sabbatical program ~~as described in Section 22.1(f)~~. Activities to be performed while on sabbatical shall be commensurate with the FTE and duration requested.

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

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

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

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

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

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

(9) Absent a legitimate business reason other than staffing or fiscal considerations, the dean or dean's representative shall make sabbatical appointments from the list and consult with the committee prior to an appointment that does not follow the committee's list. In the event that the dean or dean's representative

decides not to make a sabbatical appointment to an employee on the list, he or she shall consult with the affected employee. If staffing or fiscal considerations preclude a sabbatical from being granted, the employee shall be provided the sabbatical the following year, or at a later time as agreed to by the employee and the college. The period of postponement shall be credited for eligibility for a subsequent sabbatical.

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

(f) Terms of Sabbatical Program.

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

(2) Within thirty ~~(30)~~ days after the beginning of the spring semester (for a fall-only sabbatical~~)~~ or when annual reports are due (for a spring-only or fall/spring sabbatical), the employee must provide a brief written report to the college dean's office and his or her department or unit that relates accomplishments during the sabbatical to the proposal submitted for that leave.

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

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

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

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

(7) Eligible employees on sabbatical shall continue to accrue ~~annual and sick~~ leave on a full-time basis ~~during the sabbatical leave.~~

(8) While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other sabbatical~~-~~ related expenses, from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the sabbatical. Receipt of funds for such purposes shall not result in reduction of the employee's University salary~~.~~ Grants for such financial assistance from other sources may, but need not, be administered through the University. If financial assistance is received in the form of salary, the University salary may be reduced by the amount necessary to bring the total income of the sabbatical period to a level equal to the employee's current year salary rate. Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of ~~Article 19~~ the Conflict of Interest or Commitment/Outside Activity Article.

## 22.2 PROFESSIONAL DEVELOPMENT LEAVE.

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

(b) Types of Professional Development Leave. Each year, the University will make available at least one ~~(1)~~ professional development leave either at full pay for one ~~(1)~~ semester or term or at three-fourths pay for one ~~(1)~~ academic year, for each thirty ~~(30)~~ employees who are not tenured or tenure-earning, subject to the conditions set forth below.

(c) Eligibility for Professional Development Leave.

(1) Employees with six ~~(6)~~ or more years of full-time, continuous service with UCF shall be eligible for professional development leaves, except those employees who are serving in tenure-earning or tenured positions.

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

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

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

(d) Application and Selection.

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

(2) Each application shall include a two-page statement describing the program and activities to be followed while on professional development leave; the expected increase in value of the employee to the University and unit; specific results anticipated from the leave; any anticipated supplementary income; and a statement that the applicant agrees to comply with the conditions of the professional development leave program ~~as described in Section 22.2(e)~~. Activities to be performed while on professional development leave shall be commensurate with the FTE and duration requested.

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

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

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

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

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

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

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

(10) No more than one ~~(1)~~ employee for each fifteen ~~(15)~~ employees in each department or unit need be granted professional development leave for the same semester.

(11) Leaves shall be granted contingent upon the availability of staff and unit funds. If staffing or fiscal considerations preclude a professional development leave from being granted, the employee shall be

provided the professional development leave the following year, or at a later time as agreed to by the employee and the college/unit. The period of postponement shall be credited for eligibility for a subsequent professional development leave.

(e) Terms of Professional Development Leave.

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

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

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

(4) Within thirty ~~(30)~~ days after the beginning of the spring semester (for a fall-only professional development leave) or when annual reports are due (for a spring-only or fall/spring professional development leave), the employee must provide a brief written report to his or her department or unit that relates accomplishments during the professional development leave to the proposal submitted for that leave.

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

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

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

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

(9) Eligible employees on a professional development leave shall continue to accrue ~~annual and sick leave~~leave on a full-time basis ~~during the professional development leave~~.

(10) ~~—~~ While on leave, an employee shall be permitted to receive funds for travel and living expenses, and other professional development leave-related expenses, from sources other than the University, such as fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the professional development leave. Receipt of funds for such purposes shall not result in reduction of the employee's University salary. Grants for such financial assistance from other sources may, but need not, be administered through the University. If financial assistance is received in the form of salary, the University salary may be reduced by the amount necessary to bring the total income of the professional development leave period to a level comparable to the employee's current year salary rate. Employment unrelated to the purpose of the professional development leave is governed by the provisions of ~~Article 19~~the Conflict of Interest or Commitment/Outside Activity Article.

### 22.3 OTHER STUDY LEAVE.

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

(b) Job-Related. An employee shall be permitted to attend up to six ~~(6)~~ credits of course work per semester during work, provided that the:

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

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

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

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

**22.4(c)** Retraining. The University may, at its discretion, provide opportunities for retraining of employees when it is in the University's best interests. Such opportunities may be provided to employees who are reassigned ~~or laid off, have received notice of layoff,~~ or in other appropriate circumstances. ~~These retraining opportunities may include enrollment in tuition free courses under the provisions of Article 24 and Sabbaticals or Professional Development Leaves under this Article.~~

## ARTICLE 23 ~~[2017-2018]~~

### SALARIES

#### 23.1 PROMOTION INCREASES.

(a) Promotion salary increases shall be granted on August 8 following that promotion in an amount equal to 9.0% of the employee's salary as of August 7 in recognition of promotion to one of the ~~ranks listed below:~~

~~(1) To Assistant in \_\_\_\_\_, and Assistant University Librarian;~~

~~(2) To following ranks:~~ Associate Professor, Associate Instructor, Associate Lecturer, Associate Scholar/Scientist/Engineer, Associate in \_\_\_\_\_, Associate Instructional Designer, and Associate University Librarian.

(b) ~~\_\_\_\_\_~~ Following ratification of this document, future promotion salary increases shall be granted on August 8 following that promotion in an amount equal to 10.0% of the employee's salary as of August 7 in recognition of promotion to one of the ~~following ranks listed below:~~

~~(1) To:~~ Professor, Senior Instructor, Senior Lecturer, Scholar/Scientist/Engineer, University Librarian, and Senior Instructional Designer.

#### 23.2 LEGISLATIVELY MANDATED INCREASES.

~~\_\_\_\_\_~~ (a) Any legislatively mandated increases shall be implemented as soon as practicable.

#### 23.3 OTHER INCREASES.

(a) Across-the Board Salary Increases. ~~Effective March 23~~ November 16, 2018, ~~(distributed on pay date 12/7/2018)~~ [OR January 11, 2019, (distributed on pay date 2/1/2019)] for the ~~2017-2018-2019~~ year, each eligible employee shall receive a two ~~and one quarter~~ percent (2.25%) increase to the employee's base salary. This increase will be calculated using the employee's salary as of ~~March 23, 2018~~ the close of business on November 15, 2018 [OR January 10, 2019]. An employee shall be eligible if the employee's most recent annual evaluation, if provided, was Satisfactory or above; the employee was in an employment relationship (not OPS) with the University prior to May 7, ~~2017~~ 2018; and the employee remains in a continual employment relationship at the date of implementation. Employees employed in ~~2016-17~~ 2017-18 that meet the above qualifications and were not evaluated shall be provided with an evaluation for the period and shall be eligible for the increase.

(b) One-time payment. In addition to the across-the board increases taking effect on ~~March 23, 2018~~ November 16, 2018 ~~(distributed on pay date 12/7/2018)~~ [OR January 11, 2019 (distributed on pay date 2/1/2019)], all employees eligible for that increase shall receive a one-time payment of \$~~1500~~ 450 [OR \$810] on ~~March 16~~ December 7, 2018. [OR February 2, 2019].

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

~~(d) Equity Salary Increases. Effective March 23, 2018, for the 2017-2018 year, the University shall provide a one-time equity salary increase to all regular, clinical, research, and non-visiting E&G funded employees as follows. Equity increases shall be distributed equal to the difference between the employee's August 11, 2017 salary and the thresholds below. The increase shall be available to employees who were in an employment relationship (not OPS) with the University prior to May 7, 2017; who remain in an in-unit employment relationship at the date of implementation, and whose August 11, 2017 1.0 FTE base salary also meets one of the following qualifications:~~

~~(1) 9-month salary:~~

~~a. is less than \$45,000 and who holds a Ph.D. or equivalent terminal degree in a field related to the employee's assignment.~~

~~b. is less than \$42,000 for all other employees.~~

~~(2) 12-month salary:~~

~~a. is less than \$60,000 and who holds a Ph.D. or equivalent terminal degree in a field related to the employee's assignment.~~

~~b. is less than \$56,000 for all other employees.~~

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

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

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

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

(c) Scholarship of Teaching and Learning Awards (SoTLs). SoTLs recognize discovery, reflection, and using evidence-based methods to research effective teaching and student learning. While the implementation of SoTL outcomes may result in teaching excellence and increased teaching effectiveness, this award recognizes scholarly efforts beyond teaching excellence. ~~Beginning academic year 2017-18, the~~The University shall make available up to five SoTL awards.

(d) Applications for Incentive Awards. Applications shall be completed on-line. These ~~awards~~awards shall be made according to the criteria or procedures listed on the Faculty Excellence website. ~~A committee will be formed in May 2018 to review and approve relevant criteria and procedures on the Faculty Excellence website for accuracy and compliance with the CBA. The University and the UFF shall have equal representation on this committee, which shall conclude their work no later than August 31, 2018.~~

## (e) Incentive Award Selection.

(1) TIPs/RIAs. College or unit committees for the TIP and RIA award programs shall be elected by and from the unit employees. The committees shall equitably represent the departments or units within them. Employees who plan to apply for a particular award ~~in the current or immediately following cycle~~ shall not be eligible to serve on the committee. A committee chairperson for each incentive award program shall be elected by and from the college/unit committee. The chairperson shall charge the committee that members shall only consider the merits of the application. No additional outside information or discussion of position, e.g., instructor vs. tenure track employee, past awards, current salary, etc., may be considered, nor may additional criteria be used. The committee shall review the award applications and shall submit a ranked list of recommended employees to the dean or dean's representative. In ranking the applicants, committee members shall only consider the merits of the application. ~~The committee shall not impose any numerical criteria or weightings during the ranking process, and for completed applications, departures from the application specifications may impact but shall not disqualify an application.~~

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

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

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

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

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

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

~~g. In the case of a tie vote that must be resolved to allocate available awards, the 1. The committee shall vote on just the tied candidates. The candidate with the most votes shall be ranked ahead of those with fewer votes. Voting shall continue using this procedure until all such ties are resolved.~~

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

~~i. For purposes of TIP/RIA selection as stated above, "college" shall also include the group of employees whose primary assignment is in the College of Undergraduate Studies, the College of Graduate Studies, an institute or center. These employees shall be grouped together for purposes of calculating the~~

~~number of awards available for each award category. The college committee shall consist of a member from each of the units represented.~~

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

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

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

(2) Each academic year, the University ~~shall~~ may award ~~up to eight~~ 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 ~~from Foundation funds~~ as well as a Pegasus statue.

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

(3) The eligibility criteria ~~for an applicant~~ 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~~ 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. ~~Employees, 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 ~~are not eligible.~~ For some Excellence ~~awards~~ awards, additional eligibility criteria are specified below. Award recipients shall receive a one-time payment of \$2,000. Each academic year, ~~the~~ 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, ~~two~~ one University ~~Awards~~ 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, ~~two~~ one University ~~Awards~~ Award for Excellence in Professional Service, one Excellence in Librarianship award, ~~one Excellence in English Language Institute Instruction~~ and one Excellence in Instructional Design award.

(1) Excellence in Undergraduate Teaching awards ~~the~~

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

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

- (2) Excellence in Graduate Teaching ~~Awards~~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~~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;
    - 2.— Recognition of research impact by the individual's peers in the same or in related disciplines;
    - 3.— Publication/dissemination and presentation of research results.
- (4) Excellence in Faculty Academic Advising.
- a.— Eligibility. All employees who currently advise and who have advised undergraduate students over the preceding three academic years are eligible.
  - b.— The criteria for evaluating applicants' files shall include three major categories:
    - 1.— Evidence of extra effort to improve advising;
    - 2.— Evidence that students have been sensitively and appropriately informed and guided concerning career choices and academic opportunities;
    - 3.— Evidence that the nominee serves as a role model in the pursuit of learning.
- (5) University Award for Excellence in Professional Academic Advising.
- a.— Eligibility. Employees who have a current full-time assignment and full-time experience for the preceding three years at UCF in an academic advising unit within a college, regional campus, institute, center or the Division of Student Development and Enrollment Services are eligible. Employees with regular teaching assignments are eligible for other advising awards and are not eligible for the Professional Academic Advising.
  - b.— The criteria for evaluating applicants' file shall include three major categories:
    - 1.— Evidence of success in retaining students;
    - 2.— Evidence of guiding students to timely completion of their degrees;
    - 3.— Creating a caring and supportive environment, and helping students realize their potential.
- (6) University ~~Awards~~Awards for Excellence in Professional Service.
- a.— Eligibility. Employees who are assigned an FTE of 0.10 for professional service duties over the current year and for each of the three preceding academic years are eligible.
  - b.— The criteria for evaluating applicants' files shall include three major categories:
    - 1.— Evidence of effectiveness in service to the university by highlighting leadership contributions;
    - 2.— Evidence of significant accomplishment in professional organizations in the nominee's discipline;
    - 3.— Evidence of recognition for outreach activities, service, and leadership contributions to community organizations.
- (7) Excellence in Librarianship.
- a.— Eligibility. Employees who have served at UCF as a librarian on a permanent line for the current year and at least the three years immediately preceding the current year are eligible.
  - b.— The criteria for evaluating applicant's files shall include two major categories:
    - 1.— Evidence of extra effort to improve library services and collections;
    - 2.— Evidence of a sustained period of excellence in the library profession.
- (8) Excellence in Instructional Design

a.—Eligibility. Must be an instructional designer on a non-visiting, non-OPS 12-month contract at the time of nomination and over the three preceding academic years.

b.—The criteria for evaluating applicant's files shall include two major categories:

1.—Innovative contributions to UCF and/or the ID field;

2.—Evidence of outstanding effort to promote quality of online instruction and improve relationships with faculty members at UCF.

~~(9) Excellence in English Language Institute Instruction-~~

~~a.—Eligibility. Must have a full-time, non-visiting, non-OPS appointment at ELI for the current academic year and for the three preceding academic years.~~

~~b.—The criteria for evaluating applicant's files shall include three major categories:~~

~~1.—Evidence of innovative contributions to UCF or the ELI field;~~

~~2.—Evidence of extra effort to improve ELI success;~~

~~3.—Evidence of a sustained period of excellence in ELI.~~

~~(10) Recommendations for these awards are made by various committees and are ultimately determined by the president or designee.~~

---

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

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

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

**23.7 ADMINISTRATIVE DISCRETION INCREASES.** ~~From September 1, 2017 through August 31, 2018, the~~The University may provide Administrative Discretion Increases up to one and one-half percent (1.5%) of the total salary rate of employees who were in an employment relationship with the University on May 7, ~~2017~~2018. Any Administrative Discretion Increase provided to contract and grant (C&G) employees, any court-ordered or court-approved salary increase, any prevailing wage adjustment for the purpose of qualifying for immigration status, or any salary increase to settle a legitimate, broad-based employment dispute shall not be subject to the terms and limitations of this Section.

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

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

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

~~(d) The University's ability to provide Administrative Discretion Increases shall expire August 31, 2018, and shall not become part of the status quo.~~

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

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

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

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

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

~~23.10 TWELVE-MONTH PAYMENT OPTION. The parties agree that a twelve-month payment option~~

**23.11 TWELVE-MONTH PAYMENT OPTION.** The parties agree that a twelve-month payment option for 9-month employees shall be offered each year during an annual open enrollment period from April 1 to June 30. If chosen by the employee, this payment option shall become effective for one year starting with the first full pay period beginning after August 8. The plan shall allow for employees to select a fixed savings amount to be deducted from each of the nineteen full bi-weekly paychecks received during the Fall and Spring semesters with a change in that amount to account for those paychecks from which double premiums are deducted. The total savings shall be returned to the employee in equal amounts for the five full bi-weekly paychecks received during the Summer. The University shall provide an online calculator to assist the employee in determining a savings amount and fixed reduction amount that will allow the employee's net paychecks to remain approximately constant. Pay received for supplemental summer assignments shall be unaffected by this plan. This pay plan is subject to tax limitations.

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

**23.1213 SALARY RATE CALCULATION AND PAYMENT.** The biweekly salary rate of employees serving on twelve month (~~calendar year~~) appointments shall be calculated by dividing the ~~calendar year~~ salary rate by 26.1 pay periods.

**23.1314 COMPENSATION CURRENCY.** The university receives its budget and disburses monies in U.S. dollars.

**ARTICLE 24****BENEFITS****BENEFITS**

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

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

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

**24.4 BENEFITS FOR RETIREES.** \_\_\_\_\_

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

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

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

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

**~~24.5 OPTIONAL RETIREMENT PROGRAM:~~**

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

~~(1) Faculty and A&P employees who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.~~

~~(2) Any employee whose Optional Retirement Program eligibility results from initial employment will be enrolled as a member of the Optional Retirement Program. If the employee does not execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within 90 days, the employee will be enrolled as a member of the Florida Retirement System.~~

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

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

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

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

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

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

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

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

~~(a) Eligibility.~~

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

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

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

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

~~(2) Re-employment.~~

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

~~their retirement, as required by the Florida Division of Retirement. The effective date of retirement for employees in the ORP begins when her or his investment company processes their retirement distribution.~~

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

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

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

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

### ~~(3) Leave for Illness/Injury.~~

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

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

### ~~(4) Personal Non-Medical Leave.~~

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

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

### ~~(5) Re-employment Period.~~

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

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

~~c.—At the conclusion of the re-employment period, the and are no longer employees of the university may, at its option, continue to re-employ participants in this program on a year-to-year basis.~~

### ~~(6) Declining Re-employment.~~

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

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

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

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

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

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

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

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

~~(12) PRP Information Document. The University shall distribute, and as such their benefit information describing the PRP to the UFF, upon request. They may be found in UCF Policy or provided on a case by case basis by contacting Human Resources Department provides retirement information and assistance for employees of the University, including information about the Phased Retirement Program to determine eligibility for the nature and extent of the benefits.~~

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

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

(b) Contingent Waiver Program. If an employee does not use the employee tuition waiver benefit program or does not use the full six credit hour benefit during a semester or summer, then the spouse or dependents (up to the age of 26) of the employee may receive a tuition waiver for that semester or summer. The spouse or dependent

may use up to six credit hours not used by the employee to enroll in eligible courses on a space-available basis per term. This contingent waiver may be used by up to two individuals during any given term.

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

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

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

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

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

### **UFF INSURANCE DEDUCTION**

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

## **ARTICLE 26**

### **PAYROLL DEDUCTION**

### **PAYROLL DEDUCTION**

**26.1—UFF DUES DEDUCTION FORM POLICY.** Pursuant to the provisions of Section 447.303, Florida Statutes, 2006, ~~the~~ The Board and the UFF hereby agree to ~~the following procedure~~ provide for the deduction and remittance of the UFF membership dues and other UFF deductions:

### ~~**26.2—DEDUCTIONS.**~~

~~(a) As long as pursuant to the UFF is the certified bargaining agent for employees at the University, the Board shall deduct, biweekly and without unreasonable interruption (provisions of section 447.303. The requests must be provided the employee has funds available), the UFF membership dues in an amount established by the UFF and certified in writing by the UFF President to the Board, and to make other UFF deductions in an amount authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in using Appendix "B" to this Agreement.~~

~~(b) Deductions shall be made biweekly, and without unreasonable interruption (provided the employee has funds available), beginning with the first full pay period commencing at least seven (7) days following receipt of authorization by the university.~~

~~(c) The UFF shall give written notice to the Board of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.~~

### ~~26.3—REMITTANCE.~~

~~(a) The dues and other authorized deductions shall be remitted by the Board to the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period.~~

~~(b) Accompanying each remittance shall be a list containing at least the following information for each of the employees from whose salaries such deductions were made:~~

- ~~(1) Name of the employee~~
- ~~(2) Name of employee's department/unit~~
- ~~(3) Biweekly salary of the employee~~
- ~~(4) Pay period end date~~
- ~~(5) Deduction code used by the University~~
- ~~(6) Amounts deducted from the employee's salary.~~

~~(c) This list shall be provided in electronic format, compatible with standard consumer spreadsheet software.~~

### ~~26.4—TERMINATION OF DEDUCTION.~~

~~(a) The Board's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically upon either:~~

- ~~(1) thirty (30) days written notice from the employee to the Board, the Human Resources office, and to the UFF revoking that employee's prior deduction authorization, or~~
- ~~(2) the transfer of the authorizing employee out of the bargaining unit.~~

~~(b) Consistent with the provisions of Article 8, the Board or representative shall notify the local UFF Chapter when it proposes to reclassify an employee to a classification that is not contained in the bargaining unit.~~

~~26.5—REINSTATEMENT OF DEDUCTION.~~ The Board or representative shall reinstate dues deductions for employees who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status, or who participate in the Phased Retirement Program, upon commencement of full- or part-time employment at the University.

~~26.6—INDEMNIFICATION.~~ The UFF assumes responsibility for (1) all claims against the Board, including the cost of defending such actions, arising from the Board's compliance with this Article, and for (2) all monies deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the Board excess monies received under this Article.

~~26.7—EXCEPTIONS.~~ The Board will not deduct any UFF fines, penalties, or special assessments from the pay of any employee, nor is the Board obligated to provide more than two payroll deduction fields (effective January 13, 2005) for the purpose of making the deductions described in this Article.

~~26.8—TERMINATION OF AGREEMENT.~~ The Board's responsibilities under this Article shall terminate automatically upon (1) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.

## ARTICLE 27

### ~~MAINTENANCE OF (MAINTENANCE OF BENEFITS, VACATED)~~

#### ~~BENEFITS~~

~~No employee may be required or coerced to waive the benefits provided by the terms of this Agreement. No employee shall, as a result of the establishment of a level of rights or benefits in this Agreement, suffer a loss or diminution of any such rights or benefits for which otherwise eligible.~~

## ARTICLE 28

### MISCELLANEOUS PROVISIONS

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

**28.2 ~~Class~~POSITION CLASSIFICATION TITLES.**

(a) Whenever the University creates a new ~~class~~position classification, it shall designate such class as being either within or outside the bargaining unit and shall notify the UFF. Further, if the University revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify the UFF of such new designation. Within ~~ten (10)~~seven days following such notification, the UFF may request a meeting with the ~~president or president's university's~~ representative for the purpose of discussing the designation. If, following such discussion, the UFF disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.

(b) An employee or the UFF may request a review of the appropriateness of the employee's position classification by the appropriate University office. In case of disagreement with the results of the review, the ~~matter shall be discussed in accordance~~employee or the UFF may request a meeting with Article 2, Consultation, but the university's representative for the purpose of discussing the designation. The position classification shall not be subject to ~~Article 20, the~~ Grievance Procedure. Article.

~~**28.3 Titles and Headings.** The titles of articles and headings that precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.~~

## ARTICLE 29

### SEVERABILITY

~~**29.1 INVALIDATION OF A PROVISION OF THE AGREEMENT.**~~

~~(a) A provision of this Agreement shall be invalid and have no force or effect, if it:~~

~~(1) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction,~~

~~or~~

~~(2) is rendered invalid by reason of subsequently enacted legislation, or~~

~~(3) shall have the effect of a loss to the University of funds, property, or services made available through federal law, which loss of funds, property, or services would substantially impede the University's ability to provide a comprehensive program of teaching, research, and service, or~~

~~(4) pursuant to Section 447.309(3), Florida Statutes, can take effect only upon the amendment of a law, rule, or regulation and the governmental body having such amendatory powers fails to take appropriate legislative action.~~

~~(b) In such circumstances, however, the remainder of the Agreement shall continue in full force and effect.~~

~~**29.2 — NEGOTIATIONS ON REPLACEMENT PROVISIONS.** If a provision of this Agreement fails for reasons set forth in Section 29.1(a)(1), (2), or (3) above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.~~

~~**29.3 — EFFECT OF PASSAGE OF LAW.** Any provision of this Agreement that is contrary to law, but becomes legal during the term of this Agreement, shall be reinstated consistent with such legislation.~~

~~**29.4 — LEGISLATIVE ACTION.** The University and the UFF agree that neither will attempt to influence or support changes in existing statutes or legislation that would change the terms of this Agreement.~~

~~**29.5 — AUTHORITY.** Except as set forth above, this Article is not intended to cede authority to any party to invalidate any provision of this Agreement.~~

~~**(SEVERABILITY, VACATED)**~~

## **ARTICLE 30**

### **AMENDMENT AND DURATION**

#### **30.1 EFFECTIVE DATE.**

(a) The Agreement shall become effective upon ratification by both parties and remain in effect through August 31, ~~2018~~2021.

(b) Renegotiations for the agreement term September 1, ~~2016~~2019 through August 31, ~~2017~~2020 shall begin no later than ~~March 4, 2016~~April 18, 2019, and shall include the UFF Privileges and Salary Articles ~~3, 8, 23, 24~~ and any other ~~articles~~Articles mutually agreed to by the parties.

(c) Renegotiations for the agreement term September 1, ~~2017~~2020 through August 31, ~~2018~~2021 shall begin no later than ~~March 3, 2017~~April 16, 2020, and shall include the UFF Privileges and Salary Articles ~~3, 23,~~ and any other ~~articles~~Articles mutually agreed to by the parties.

(d) Renegotiations for a successor agreement shall begin no later than ~~November~~February 10, ~~2017~~2021.

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

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

## **ARTICLE 31**

### **TOTALITY OF AGREEMENT**

**31.1 LIMITATION.** The Board and the UFF acknowledge that during the negotiations which resulted in the Agreement, the Board and the UFF had the unlimited right and opportunity to present demands and proposals

with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall ~~constitute~~constitute the entire and sole Agreement between the parties for its duration.

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

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

## **ARTICLE 32**

### **DEFINITIONS**

As used in this Agreement, the term:

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

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

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

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

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

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

-- "days" means calendar days.

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

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

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

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

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

---

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

-- "Instructor" means a non-tenure earning employee whose primary responsibilities are teaching, service, and related activities and who possesses a non-terminal degree from an accredited institution in an appropriate field of specialization or equivalent qualifications based on professional experience.

-- "Lecturer" means a non-tenure earning employee whose primary responsibilities are teaching, service, and related activities and who possesses a terminal degree from an accredited institution in an appropriate field of specialization or equivalent qualifications based on professional experience.

-- "months" means calendar months.

---

-- "multi-year appointment" means an appointment made for a period of two-to-five academic or calendar years that may be renewed in two-to-five year increments at the end of the contract period at the discretion of the University.

-- "number" The singular includes the plural.

-- "principal place of employment" means the campus location or other university site specified on the employee's standard employment contract.

-- "semester" means one of the two approximately 19.5 week periods which together constitute the academic year.

-- "State University System" means the public universities of the State of Florida.

-- "supervisor" means an individual identified by the President or representative as having immediate administrative authority over bargaining unit employees.

-- "UFF" means United Faculty of Florida.

-- "University" or "University or representative" or "UCF" means the University of Central Florida Board of Trustees, the body established by Florida Statutes, 2004, Chapter 1001, acting through the President and its staff.

-- "year" means a period of twelve (12) consecutive months.