

Changes from previous UCF BOT-UFF CBA (2022-2024) to 2024-2027 UCF BOT-UFF CBA prepared for ratification in October 2024

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.

ARTICLE 1

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 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 position classifications (job code 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 UFF post~~ provide 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 post~~ 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 UFF posted~~ provided at least 14 days in advance of its effective date so as to permit 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 posted~~ 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, 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 UFF's request.

1.3 Board of Trustees Meetings -- Agenda.

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(a) The University shall ~~furnish to UFF a copy of~~ post 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.

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 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 each semester in the academic year and once 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 the Grievance Procedure and Arbitration Article 20 may be discussed.

ARTICLE 3 UFF PRIVILEGES

3.1 Use of Facilities and Services. Subject to the rules and policies of the University, the UFF shall have the right to use University facilities for meetings and to use all other services of

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the University on the same basis as they are generally available to University-related groups and organizations.

3.2 Communications.

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

(b) The University shall place a link to the local UFF Chapter website at www.collectivebargaining.ucf.edu.

3.3 Leave of Absence -- Union Activity.

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

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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 units of released time shall be granted during each spring and fall semester and four 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. No more than one employee per department shall receive course releases.

(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.

(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-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

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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.

ARTICLE 5

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 create and select instructional and course materials, and to determine grades in accordance with University grading policy. Objective and skillful exposition of such subject matter, including the acknowledgment of a variety of scholarly opinions, is the duty of every employee. Employees

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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 shall:

(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; and

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

ARTICLE 6

NONDISCRIMINATION

6.1 Non-discrimination.

(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.

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(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) 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.

(d) Investigation of Charges. Charges of discrimination, retaliation, or harassment, or any other violation of UCF Policy, Prohibition of Discrimination, Harassment and Related Interpersonal Violence, shall be investigated by the Office of Institutional Equity (“OIE”). Employees investigated under such procedures shall not be disciplined for such offenses until the investigation is complete and a finding of 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.

(e) 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. 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.

6.2 Access to Documents. No employee shall be refused a request to inspect and copy documents relating to the employee's claim of discrimination, 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.

6.3 Grievance Procedures. Employees complaining of violations of this Article by the University may present such claims to the Office of Institutional Equity (OIE). Employees may grieve violations of this Article, but all such grievances shall be handled by the Office of Institutional Equity (“OIE”) and will not be subject to the normal timelines in the Grievance Procedures and Arbitrations Article 20. Academic Affairs shall determine whether it is possible to separate an alleged violation of this Article from alleged violations of other Articles. If this is possible, the alleged violation of this Article shall be investigated by OIE and the other alleged violations will be subject to the dispute or grievance procedures in ~~the~~ Assignment of

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Responsibilities ([Article 9](#)), [Conflict of Interest or Commitment/Outside Activity \(Article 19\)](#), or Grievance Procedures ~~Articles 9 or (Article 20-)~~. If it is not possible to separate the alleged violations of this Article from alleged violations of another Article, the alleged violations of this Article shall be investigated by OIE first, before any remaining alleged violations are heard under the [dispute or](#) grievance procedures in the Assignment of Responsibilities, [Conflict of Interest or Commitment/Outside Activity](#), or Grievance Procedures Articles. The timeline for the grievance process begins one business day after the employee receives the OIE finding.

(a) ~~Grievances~~[Disputes or grievances](#) must indicate on the filing form which protected class(es), if any, are alleged to be discriminated against.

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-UCF with 250 hard copies of the BOT-UFF agreement and all supplements to the Agreement, consistent with the provisions of Article 28.

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

- (1) the minutes of the meetings of the Board of Trustees;
- (2) University regulations published under the Administrative Procedure Act;
- (3) the University's operating budget, summary by year; and
- (4) the UCF BOT-UFF Collective Bargaining Agreement.

(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 a UFF-UCF 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, where prepared, to reflect posted payroll changes. These worksheets would include the following data elements in spreadsheet

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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 2014 would be available on or before March 1, 2015). 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, 2018, would reflect activities for Summer 2017, Fall 2017, and Spring 2018). 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 (c) shall be provided in electronic format.

(f) Not more than once per semester, 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.

7.3 Request for information. Any request for information beyond the scope contained herein in Section 7.21, 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.

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 as well as;

(b) identify and seek qualified and diverse candidates for vacancies and new positions; and

(c) continue to support ~~spousal~~partner hires.

8.2 Advertisement of Vacancies. Bargaining unit vacancies shall be advertised through appropriate professional channels. Employees of lower or equivalent ranks, and employees

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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 feedback and recommendations which have resulted from the review of candidates by employees in the department/unit and the search committee.

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) 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 this section;
- (k) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the regulations and policies of the University, and this Agreement;
- (l) The statement: A copy of the BOT/UFF Collective Bargaining Agreement may be found at <http://www.collectivebargaining.ucf.edu/>."

8.48.4 Appointment Types.

(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:

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(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 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, teaching, "of practice," 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) Terminal, non-tenure-earning multiyear 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 noted in this section, and shall not be offered to visiting, research, clinical, teaching, "of practice," 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.

(1) Non-searched, Non-renewable appointment. An employee who has already worked any non-renewable (non-searched) appointment at the university may not be offered an additional non-renewable appointment after 12 months (or 365 days or more from the start date of the initial non-searched, non-renewable appointment) have been served.

8.5 Change in Appointment (Salary Admin Plan).

(a) An employee serving on a 12-month appointment may request or be reassigned to an academic year appointment. Similarly, an employee serving on an academic year appointment may request or be reassigned to a 12-month appointment. The president's representative shall carefully consider such requests, although staffing considerations and other relevant University needs may prevent their being granted.

~~(b)~~ (b) Conversion and Temporary Stipend. If a 12-month 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 12-month to

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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 12-month to an academic year appointment or vice versa.

(c) **Salary Conversion.** 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 to** 81.82 percent when changing from a 12-month to an academic year appointment or **by to** 133.3 percent when changing from an academic year to a 12-month appointment. For an employee whose appointment was previously changed from an academic year to 12-month appointment at a salary adjustment other than 133.3 percent or from a 12-month 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 Appointment Types.~~

~~(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 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, 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) Terminal, non-tenure-earning multiyear 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 noted in this section, and 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~~

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~~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.~~

~~(1) Non-searched, Non-renewable appointment. An employee who has already worked any non-renewable (non-searched) appointment at the university may not be offered an additional non-renewable appointment after 12 months have been served.~~

8.6 Supplemental Summer Appointments.

(a) Policy. Supplemental summer appointments, when available, shall be offered equitably and as appropriate to qualified employees, not later than five weeks prior to the beginning of the appointment, if practicable. Course offerings and summer assignments will be made taking into consideration programmatic needs, student demand, and classroom and budget availability. The criteria shall be made available in each department or unit. Supplemental summer appointments shall be made in accordance with Section 1012.945, Florida Statutes (the "twelve hour law"). An employee's total FTE for instructional and non-instructional duties under a summer supplemental agreement may not exceed 1.0.

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

~~(c) Compensation for Maymester Instruction. Nine-month employees who agree to teach one course in the Maymester will be compensated in the same manner as nine-month employees who agree to teach a summer course. Their compensation shall be 12.5% of their nine-month base salary for a three-credit-hour course. Compensation for courses of greater or fewer than three credit hours shall be prorated.~~(d) 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").~~

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8.7 Overload Appointments. Overload compensation is defined as compensation for any ~~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. and in consideration of budget and programmatic, student, and classroom needs. Courses of greater or fewer than three credit hours shall be prorated. Compensation for overload appointments for instruction shall be no less than the adjunct rate for the employee's department, unit, or college. Overload appointments or dual compensation opportunities must be approved by the supervisor.

~~(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.~~

Winter Intersession Instruction. Overload appointments for a Winter Intersession shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection. Overload duties are, by definition, not in-load. Course offerings and Winter Intersession appointments will be made taking into consideration programmatic needs, student demand, suitability of the asynchronous online modality, and budget availability.

Since employees are under contract at the time of the Winter Intersession, employees who agree to teach one course in the Winter Intersession will be compensated for an overload. For employees on a nine-month contract, their overload compensation shall be the greater of 12.5% of their nine-month base salary and the adjunct rate for the employee's department, unit, or college for a three-credit-hour course. For employees on a twelve-month contract, their overload compensation shall be the greater of 9.0% of their twelve-month base salary and the adjunct rate for the employee's department, unit, or college for a three-credit-hour course. For both 9-month and 12-month employees, compensation for courses of greater or fewer than three credit hours shall be prorated.

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

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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. 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~~ shall provide a supplemental summer appointment, including a daily allowance of \$200 per day up to a total of \$3,000 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 ~~choose to~~ receive ~~either~~ a daily allowance of \$100 per day up to a total of \$1,500 ~~or~~ \$1,500.

(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.

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(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.

(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.

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 consists 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 their supervisor.

(d) No employee's assignment shall be imposed arbitrarily or unreasonably. If an employee believes that their instructional assignment has been so imposed, the employee should proceed to address the matter through the procedures in the exclusive assignment dispute resolution

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(ADR) ~~grievance~~ procedure in Sections 9.~~108~~-9.~~1312~~ of this Agreement, which shall be the exclusive method for resolving such disputes.

(e) Each employee shall be given assignments that provide equitable opportunity, in relation to other employees in the same department/unit, to meet the required standards for promotion, tenure, and merit salary increases, ~~and, if applicable, renewal of multi-year 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.

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(s) in the past, the average number of students enrolled in the course(s) in past semesters and the time required by the course(s), 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 evaluations of the employee;

(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, merit salary increases, and awards.

(b) 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.

(c) The University and the UFF recognize that, while the Legislature has described the minimum full academic assignment in terms of twelve contact hours of instruction or

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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 to quantification. The University has the right, in making 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) Furthermore, the University ~~properly~~ has the obligation ~~constantly~~ and authority to regularly 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 of Duties.

(a) Communication of Assignment. Employees shall be apprised in writing, at the beginning of their employment and each year (or semester/summer) 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: (or semester/summer).

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 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 days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten 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 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.

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.

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(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 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.

(c) In the event that a UCF Connect Partner facility is closed during normal business hours, the supervisor shall assign an alternate workplace.

9.6 Teaching Schedule.

(a) An employee's teaching preferences should be honored to the extent possible, recognizing 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 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 hours, unless the employee and the supervisor agree to a schedule with a shorter time off between days.

9.7 **Workweek.** Scheduled hours for all employees shall not normally exceed forty hours per week. Time shall be allowed within the normal working day for research, creative activities, teaching, or other activities required of the employee, when a part of the assigned duties. Supervisors are encouraged to make appropriate adjustments in the timing and number of scheduled hours in recognition of evening, night, and weekend 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~~ Article 17, Leaves and Time Off, regarding schedule adjustment for holiday assignment.

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9.8 Assignment Dispute Resolution.

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

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

(c) Representation. The UFF shall have the right to represent any ~~Grievant~~Disputant in a ~~grievance~~dispute filed hereunder, unless the ~~Grievant~~Disputant elects self-representation or to be represented by legal counsel. If a ~~Grievant~~Disputant 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~~Dispute 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.

9.9 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 fourteen days after the receipt of the instructional assignment by the ~~Grievant~~Disputant. If the ~~Grievant's~~Disputant's instructional assignment begins prior to final resolution of the dispute, they 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.

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

9.10 Assignment Dispute Resolution Procedures.

(a) A Grievant/Disputant who believes that their instructional assignment has been imposed arbitrarily or unreasonably shall, within thirtyfourteen days after receipt of the assignment, file Part 1 of the ADR Form to the University's representative responsible for handling grievances/such filings. The University's representative shall notify the individual responsible for making the instructional assignment, or that individual's representative, within three days of the filing of the ADR Grievance Form in Appendix F. The filing of Part 1 of the ADR Form shall be accompanied by a brief and concise statement of the Grievant/Disputant's arguments, and any relevant documentation supporting their 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/Disputant's evaluation file. Additional documentation shall not be considered in the ADR process, except by agreement of the University's representative, unless it is specifically named documentation that the Grievant/Disputant or the Grievant's/Disputant's representative requested from the university prior to the conference held pursuant to (b) below, but did not receive before such conference.

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

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

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

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(e) If consultation with the Dean or the Dean's representative does not resolve the matter, the ~~Grievant~~Disputant and/or the ~~Grievant~~Disputant's representative may file, within four 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 University's representative, indicating an intention to submit the dispute to a Mediator certified in Florida.

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

(g) Within seven days of receipt of all materials in (e) and (f) above, the University's representative shall schedule a meeting with the ~~Grievant~~Disputant and/or the ~~Grievant's~~Disputant's representative for the purpose of selecting a Mediator and alternate(s) from a Mediator Panel chosen jointly by the University and the UFF. Selection of a Mediator from the panel shall be by mutual agreement.

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

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

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

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(2) The ~~Grievant~~Disputant's representative shall be the sole representative for the ~~Grievant~~Disputant, and the 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~~Disputant'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 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~~Disputant'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 University's representative in fashioning an appropriate remedy.

9.11 Mediator Panel.

(a) The University's representative and the UFF Grievance Representative shall meet within two weeks of the ratification of this Agreement for the purpose of selecting a Mediator Panel. The Panel shall consist of no fewer than five and no more than nine individuals.

(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.

9.12 **Expenses.** All fees and costs of the Mediator shall be borne equally by the parties.

ARTICLE 10

EMPLOYEE PERFORMANCE EVALUATIONS

10.1 Annual Evaluations.

~~(a) — Policy.~~ Performance evaluations are primarily intended to communicate to an employee an assessment of that employee's performance of assigned duties by providing ~~written~~ constructive written feedback ~~that will assist in improving.~~ The annual evaluation shall be based upon the performance of professional assigned duties and expertise and shall consider the nature of the assignments and quality of the performance. In cases of atypical assignments (such as a sabbatical), the supervisor may adapt the assessment of an employee's performance and expertise to reflect that assignment. Evaluations may be considered in employment-related decisions such as salary, retention, assignments, awards, tenure, and promotion. ~~Each employee's performance shall be evaluated in writing at least once annually. Employees shall be evaluated according to the University Criteria for Annual Performance Evaluations (Section 10.1(d) below).~~

~~(b)~~ Annual Evaluation Period. ~~The annual evaluation period shall be the academic year, beginning August 8th, begin May 8 and shall include end at the close of the preceding summer,~~

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~~as~~ following Spring semester, on May 7 of the following year. Each employee's performance shall be evaluated in writing by an appropriate administrator at least once annually.

(b) Employee Annual Report. Every year, each employee shall submit to the department chair or unit head (or "evaluator") a report of the employee's performance in each area of assignment. This report shall be due to the evaluator. ~~The evaluation period for research may be longer than one~~ by May 7 of each year. The evaluator, may, at the written request from the employee, provide an extension of up to twenty-one days to submit the annual report. ~~if specified in the approved Annual Evaluation Standards and Procedures.~~ The evaluation period used to distinguish between ratings of Conditional employee's 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. ~~Unsatisfactory in any area of assignment may be longer than one year. Failure to provide the complete annual report by these deadlines may result in the evaluator finalizing the annual evaluation based only on the information available to the evaluator.~~

(c) Evaluation Ratings. Evaluations shall use the rating categories of ~~outstanding, above satisfactory, satisfactory, conditional~~ Outstanding, Above Satisfactory, Satisfactory, Conditional, and ~~unsatisfactory~~ Unsatisfactory in each area of assignment and for the overall evaluation.

(d) Overall evaluation. 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. An employee shall not be evaluated in, and the overall evaluation shall not be affected by, an area in which the employee had no assignment. ~~A department or unit's Annual Evaluation Standards and Procedures may require an~~ An employee ~~to~~ must receive a minimum rating of Satisfactory in each area ~~of assignment with an assignment~~ of assigned effort of five percent (5%) or more in order to receive an overall rating of Satisfactory or above.

(e) Issuance of Annual Evaluation. The proposed written annual evaluation shall be provided to the employee by August 8 of each year. Annual evaluations are not required for employees who have been non-reappointed or whose employment will end before December 31 of the new academic year. An employee who was not assigned to work for the university during the evaluation period shall receive a default overall evaluation of Satisfactory. (For example, a 9-month employee who was not provided an assignment during the summer, followed by a paid or unpaid leave for the academic year would receive a default evaluation of Satisfactory.)

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 the employee must acknowledge receipt of it. ~~The~~ employee may attach a concise comment to the evaluation within thirty days of receipt. ~~(d)~~

University Criteria for Annual Performance Evaluations. The annual performance ~~A copy of the complete, finalized~~ evaluation shall be based upon the professional performance of

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~~assigned duties and shall carefully consider the nature of~~ provided to the employee. Upon written request from the employee, the evaluator shall endeavor to assist the employee in addressing any performance deficiencies. Evaluations not acknowledged by the employee shall be finalized 30 days after issuance.

10.2 Sources of Annual Evaluation. 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 assignments that are performed when the employee is not compensated by the university; if reported upon, these activities shall be evaluated.

The evaluator considers information from various sources: immediate supervisor (if different from the evaluator); peers; students; employees; other university officials who have responsibility for supervision of, or business-related interaction with, 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. The information provided by these other sources is not based upon a review of the employee's annual report, but is regarded as feedback on the employee's performance. 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.

The evaluator shall consider the quality and productivity of the an employee's professional performance in terms, where applicable, of: the following categories:

(1a) Teaching effectiveness, including (Instruction & Advisement). Teaching effectiveness includes success in imparting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, workshop, and practical experience, student perceptions of instruction, assessment of and engagement with student work, and direct consultation with students. Student Perceptions of Instruction may not be the sole method of gauging employee teaching effectiveness. The evaluator shall consider all available information in forming an assessment of teaching effectiveness. Examples of this information includes:

a. ~~The evaluation shall include consideration of effectiveness in imparting knowledge and skills, and~~1. Consideration of effectiveness in stimulating students' critical thinking and/or creative abilities, the development or revision of curriculum and course structure, effective assessment of 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 assessedconsidered as part of the teaching performance.

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~~b. The evaluation shall include consideration². Consideration~~ of other assigned university teaching duties, such as advising, counseling, supervision, or duties of the position held by the employee.

~~c. The department chair or unit head (or “evaluator”) shall take into account any³.~~
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)-(b) Research/Creative Activity.~~ Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of research/scholarship/creative activity. Examples of this information includes:

~~a~~¹. 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 consideration². Consideration~~ of the quality and quantity/productivity 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)-c) Service and Performance of assigned professional duties.~~ Service and/or professional development work may be assigned to employees. Examples of this information includes:

~~(4)~~¹. Public service that extends professional or discipline-related contributions to the community; the 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)-2. University Service.~~ 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 active participation in regular departmental and/or college meetings.

~~(6)3. Professional Development as assigned, including goals for the annual evaluation period, if agreed upon.~~

(d) Other assigned university duties, such as academic administration.

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

10.2 Process for collecting evaluative information through observation or peer assessment.

(a) Planned Classroom Observation/Visitation. The evaluator or the evaluator's representative may conduct classroom observations/visitations in connection with the employee's evaluation. If such classroom observations/visitations are to be used in the annual evaluation, no fewer than two observations/visitations shall be completed during the evaluation period.

1. Absent immediate concerns, the evaluator shall notify the employee at least two 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. 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.

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

3. A written summary of the observation/visitation shall be submitted to the employee within two weeks of the observation/visitation. If the observation/visitation involves a course that was assigned to the employee with less than six weeks' notice, the date of notice shall be included. The employee shall be offered the opportunity to discuss the summary with the evaluator prior to its being finalized and placed in the employee's evaluation file; the employee may submit a written reply within thirty days of receipt, which shall be attached to the summary.

4. 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 may require peer observation/visitation. 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.

10.3 Required Proficiency in Spoken English. To be involved in classroom instruction beyond one (1) semester, employees must 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. Uncorrected deficiencies may result in termination.

10.4 Employee Assistance Programs. An employee's participation in an employee assistance program or information generated by participation in the program shall not be used as evidence of a performance deficiency within the evaluation processes described in this Article. However, if an employee fails to participate in an employee assistance program consistent with a prior agreement between the employee and the supervisor, that information may be included in the evaluation.

10.5 Cumulative Progress Evaluations (CPE). Cumulative progress evaluations are intended to provide an accurate consideration of cumulative performance leading to

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attainment of tenure and/or promotion, and to provide assistance and counseling to candidates to help them qualify themselves for tenure and/or promotion. For those seeking tenure, CPEs focus only on the tenure-earning period. For consideration of promotion only, the quality and productivity of an employee's body of work is assessed, including recognition by the academic or professional community of what the employee has accomplished.

(a) Assessment of progress towards tenure/promotion.

1. Cumulative progress toward **promotion to the rank of associate professor** will be assessed annually based on professional performance of teaching, research, and service, and the likelihood of future contributions at or exceeding current levels of performance. **Associate professors** who request a CPE **for promotion** will also be assessed on the achievement of national and/or international prominence and evidence of advancing their field of study.

2. Cumulative progress toward **tenure for tenure-eligible employees** will be assessed annually. These CPEs will be based on the cumulative impact of the professional performance of teaching, research, and service, and the likelihood of future contributions at or exceeding current levels of performance. **Tenure eligible employees seeking tenure** will also be assessed on the achievement of national and/or international prominence and evidence of advancing their field of study.

(b) CPE Eligibility. **Tenure-eligible employees** 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. Tenured employees eligible for promotion to **professor** may, at their option and upon written request, be apprised of their progress toward promotion through the CPE process.

(c) CPE Progression. 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** 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. ~~(7) Other assigned university duties such as academic administration.~~

~~(e)~~All cumulative progress evaluations shall be completed during the spring semester. An employee may request, in writing within 30 days of its receipt, a meeting with the chair/head and/or dean to discuss concerns regarding the cumulative progress evaluation.

(d) CPE Process. Barring a conflict of interest leading to recusal, all tenured faculty in the unit are expected to participate in the evaluation of an employee's CPE materials. However, associate professors shall not participate in cumulative evaluations of progress for an individual being considered for **promotion to professor**. If the department or unit has fewer than three tenured members or tenured professors, as appropriate, to evaluate the tenure/promotion of an individual in the unit, the dean may increase the committee membership to three using

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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.

10.6 Post Tenure Review (PTR) Procedures. Florida Board of Governors (FLBOG) Regulation 10.003 and Section 1001.706 (6)(b), Florida Statutes, together, require that each tenured faculty member at a state university undergo a comprehensive post tenure review every five years, and further provide certain content that is required to be included in the post tenure review process. This Article 10.6 sets forth a post tenure review process in accordance with the current requirements of FLBOG Regulation 10.003 and Section 100.706(6)(b). If either FLBOG Regulation 10.003 or Section 1001.706 (6)(b), Florida Statutes, is amended or overturned so that the requirements for post tenure review process for tenured faculty members at a state university are modified or nullified, upon notification by either Party, the Parties to this Agreement shall open negotiations on all articles in this agreement that pertain to post tenure review.

(a) Timing. Each tenured faculty member will have a comprehensive post-tenure review of five years of performance in the fifth year following the last promotion or the last comprehensive post-tenure review, whichever is later. For faculty hired with tenure, the hire date will constitute the date of the last promotion. Necessarily, there is a five-year period of phasing-in the post-tenure review process.

(b) Participation. All tenured faculty members are required to participate every five years, except those that are already participating in the transition-to-retirement program (T2RP), and faculty with an irrevocable resignation date within the same academic year as the review. Another exception includes faculty approved for more than 160 hours of authorized leave during one semester within the five-year period of review.

(c) Review Requirements. The PTR will assess the faculty member's performance in assigned teaching, research/creative work, service, and other responsibilities for sustained contributions in the previous five years. Utilizing the criteria relevant to the faculty member, the PTR is expected to rate the:

1. Level of accomplishment and productivity relative to assigned duties in research and creative activities, teaching, and service, and other assigned responsibilities, including clinical and administrative assignments.

2. Documentation of discipline regarding professional conduct (positive and negative) (inclusive of the review requirements in BOG Regulation 10.003) and performance of academic responsibilities to the university and its students. Disciplinary letters/actions issued during the period under review and completely overturned through the grievance process shall not be included in the employee's Post Tenure Review packet. However, for example, a disciplinary letter/action issued during the period under review and lessened in some way, but not

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rescinded in full through the grievance process shall be included in the employee's Post Tenure Review packet.

(d) Performance Rating Categories. The rating categories shall be: Exceeds expectations, Meets expectations, Does not meet expectations, and Unsatisfactory.

(e) Considerations for Determining Performance Rating.

1. In conducting Post Tenure Review, the university shall not consider or otherwise discriminate based on faculty members' political or ideological viewpoints.

2. Because of the variety of academic disciplines in the university and the differences in the nature of the work tenured faculty do across disciplines, the relevant evidence in support of Post Tenure Review ratings will vary across academic disciplines. Considerations by Deans and the Provost shall include documented performance in the areas of research (including creative activities, where appropriate), teaching, service, and other assigned duties; the criteria used by academic units, the college, and the university to evaluate the performance of faculty for promotion and tenure; and the criteria used by academic units for annual evaluations of faculty.

(f) Process Requirements. Materials will include complete, current, and accurate materials that highlight accomplishments and demonstrates performance relative to assigned duties over the evaluation period. Dossiers must be submitted in an approved format by the employee in time to meet published deadlines. If, by the expiration of the submission deadline, a section is not provided, the evaluator may make a decision based on the available information, which may result in a final performance rating of "Unsatisfactory."

(g) Outcomes. Employees will receive a communication regarding their final performance rating.

1. Exceeds expectations

2. Meets expectations

3. Does not meet expectations: The employee must be issued a Performance Improvement Plan.

4. Unsatisfactory: Employee will receive notice of intent that the university will proceed with termination pursuant to terms in this agreement.

10.7 Sustained Performance Evaluations (SPE). If a tenured employee has received a less than "satisfactory" evaluation in two consecutive annual evaluations, this employee may be issued a performance improvement plan (PIP) if the employee's next Post Tenure Review is not due for more than one year.

10.8 Performance Improvement Plan (PIP). An employee whose PTR or SPE evaluation fails to meet performance expectations will be issued a performance improvement plan.

(a) PIP Creation. The appropriate college dean, in consultation with the faculty member's unit head, and with any information provided by the faculty member, will propose a performance improvement plan to the provost or designee. The provost or designee will make final decisions regarding the requirements of each performance improvement plan.

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(b) PIP Composition. The PIP document shall include specific measurable performance goals with target dates for the faculty member to achieve the requirements of the PIP. The final deadline may not extend more than 12 months past the date the faculty member receives the PIP. The plan must list specific deficiencies and outline the activities to be undertaken to achieve the necessary outcomes, set timelines for achieving goals and outcomes, and indicate the criteria for assessment.

(c) Termination of PIP. Each tenured faculty member who fails to meet the requirements of a PIP by the established deadline(s) will be notified by the Provost of their pending termination for just cause. Successful completion of the PIP results in continued employment as a tenured employee.

10.9 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 to serve as guidelines on how to evaluate the quality of each employee's performance.~~ AESPs shall ~~be provide~~ 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. The AESP must be rigorous enough to allow for stratification of merit within the department. The evaluation period for research may be longer than one year, if specified, to distinguish between ratings of Conditional and Unsatisfactory in any area of assignment.

These discipline-specific clarifications shall:

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

~~(2) be adaptable to various assigned duties;~~

~~(3b)~~ be adaptable to various assignments, given that the supervisor has the ability to utilize discretion when the assigned duties for the employee are atypical for the evaluation period (e.g. the employee has a sabbatical, has a course release, or has been on sick or military leave for an extended period of time). A supervisor is not limited by the AESP when making an assignment, but has flexibility to adapt the evaluation to the effort and quality of the resulting product.

(c) account for differences in assigned duties between tenured/tenure-earning employees and non-tenure-earning employees such as instructors/lecturers.

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

(4e) 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 quality of service output needed to earn each performance evaluation rating.

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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 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)~~

10.10 AESP Development Process for developing AESPs.

~~(1) In tenure-granting departments or units, (a) A~~ committee of six members, including four ~~in-unit employees (at least two must have tenure)~~ members of the department/unit elected by ~~the a majority vote of~~ employees ~~in of~~ the dept/unit in a secret ballot, the department chair or unit head, and one representative appointed by the dean will develop or revise AESPs. ~~If a department or unit has fewer than 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. If the dept/unit has four or more tenured employees, then 2 of the elected members must have tenure.~~

~~(2b)~~ 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 a majority exists, the proposed AESPs shall be forwarded to the dean or the appropriate vice president. If there is an even split vote, the dean shall act as the tie-breaker.

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

~~(4d)~~ Once the dean ~~or~~ vice president determines the proposed AESPs or revisions are acceptable, they shall be forwarded to the 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 university's representative determines that the proposed AESPs or revisions thereto 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 (e)~~ The process is considered initiated after the AESP committee is formed. If, at least one year after the initiation of the process described in this subsection, AESPs acceptable to the dean/vice president and 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 university's representative for consideration. The university's representative shall, in conjunction with the dean/vice president and department /unit 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.

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(6f) 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.

(7g) 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 university's representative, the dean, or a majority of employees in the department or unit may initiate the review of AESPs at any time. The process for reviewing a department or unit's AESPs shall be the same as the process for developing them, (including the committee composition, timeline, and approval process), as described in this article.

(h) 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 university's representative and the employees of the department or unit are so informed in writing. Therefore, an employee will be evaluated on the AESP that was approved and in effect beginning on May 8. If an AESP is approved on or after May 9, the employee would not be subject to or evaluated using the terms of the new AESP until the following May 8.

(g) Process for and Sources of Evaluation.

~~(1) Employee Annual Report. Every year, each employee shall submit to the department chair or unit head (or "evaluator") a report of the employee's performance in each area of assignment. This report shall be due to the evaluator on May 7 of each year. The evaluator, may, at the written request from the employee, provide an extension of up to twenty-one days to submit the annual report. 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 (if different from the evaluator), 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 observations/visitations shall be completed during the evaluation period.~~

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~~a. Absent immediate concerns described below, the evaluator shall notify the employee at least two 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 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 weeks of the observation/visitation. If the observation/visitation involves a course that was assigned to the employee with less than six 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 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 by the start of the fall semester. Annual 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. 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 shall be~~

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~~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 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 three years following the award of tenure or their most recent promotion. The~~

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~~purpose of this evaluation is to document sustained performance during the previous three years of assigned duties to evaluate continued professional growth and development.~~

~~(b) Process.~~

~~(1) At the end of three years of tenured or post promotion service, and each subsequent 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 and productivity during that period of interest. If the employee's overall performance is deemed to be below satisfactory, 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 appropriate period. If the average value is less than 2.0, the employee's performance shall be deemed below satisfactory.~~

~~(2) A performance improvement plan shall be developed by the department chair or unit head in consultation with the employee and aligned with the unit's AESP and shall include specific measurable performance targets with target dates that must be completed in a period of two years. The performance improvement plan requires the approval of the dean and the 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. Adherence to the performance improvement plan, including its targets and target deadlines, shall be the governing criteria for performance improvement plan evaluations.~~

~~(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. 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 university's representative have agreed.~~

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ARTICLE 11 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 or disputant shall have the right to use copies of materials from the employee's evaluation file in grievance or dispute proceedings covered by this Agreement.

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~~Clarification of Contents. Materials shown to be contrary to fact and/or materials that are nullified pursuant to resolution of a grievance or dispute shall be ~~removed~~ marked as such as soon as practicable and remain in the file ~~within three business days~~. This section shall not authorize the removal of materials from the evaluation file when there is

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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 or disputes shall be available for inspection only by the employee, those investigating the possibility of misconduct, university officials conducting a grievance or dispute 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, Appointments. Employees who are appointed for less than one academic year, or who are appointed to a visiting appointment, are not entitled to notice that they will not be offered further appointment.

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

(1) fewer than six months, two weeks;

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- (2) six months but fewer than two years, four weeks;
- (3) two years but fewer than five years, twelve weeks;
- (4) five years but fewer than ten years, sixteen weeks.
- (5) ten or more years, twenty weeks.

(b) C&G/Auxiliary appointments: The University is not obligated to continue employment for employees on C&G or Auxiliary appointments if funds are not available. If practicable, employees who are on these appointments with three or more years of continuous University service shall be provided with sixty days' notice; employees with five or more years of continuous University service shall be provided with ninety days' notice.

(c) E&G Appointments: Employees not described above are entitled to the following written notice if they will not be offered further appointment:

- (1) For employees in their first three years of continuous University service, the remainder of a fall, spring, or summer term or twelve weeks, whichever is greater;
- (2) For employees who have three or more years of continuous University service, notice will be given by September 30 if employment will not be renewed for the next academic year (e.g., notice given by September 30, 2022 means no appointment in the 2023-2024 academic year).

(d) An employee who is entitled to written notice of non-reappointment may make a written request for the basis for the decision not to reappoint within twenty days following receipt of such notice. Thereafter, the university's representative shall provide such statement within twenty days following receipt of such request. All such notices and statements are to be sent by [email](#), certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

12.3 Grievability. An employee who receives written notice of non-reappointment may, according to Article 20, Grievance Procedures, 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 calendar days of receipt of the statement of the basis for the decision not to reappoint, or receipt of the notice of non-reappointment if no statement is requested.

12.4 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, four weeks' notice. Upon resignation, all consideration for tenure and reappointment shall cease.

12.5 Payout option. 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

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notice period which the University is paying out, and the employee's employment shall terminate immediately.

ARTICLE 13

LAYOFF AND RECALL

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.

(c) The sole instance in which only one 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.

13.2 Layoff Considerations. The selection of employees in the layoff unit to be laid off will be determined as follows:

(a) No tenured employee shall be laid off if there are non-tenured employees in the layoff unit. No non-tenured but tenure-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 years of continuous University service shall be laid off if there are any such employees with five 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) Where employees are equally qualified under (a) or (b) above, those 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 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.

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

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(e) 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 should be informed of layoff as soon as practicable and, where circumstances permit, employees with three or more years of continuous UCF service should be provided at least two full semesters notice (or one year's notice for employees with an assignment greater than an academic year); those with less service, with at least one full semester's notice (or six months' notice for employees with an assignment 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; information on how to access the University Vacancy Listing. 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 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 the 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.

13.5 Re-employment/Recall.

(a) For two years following layoff, 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 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 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. Any offer of re-employment pursuant to this section must be accepted within fifteen 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 employee shall receive no further

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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 employee shall resume the same status upon recall, as applicable.

(c) Upon recall or reemployment, under this section, the employee shall 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 participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety 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(b) 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 employees and administrators, assesses the employee's potential for growth and scholarly contribution as well as past meritorious performance.

14.2 Promotion Regulations. The regulations governing employee promotion are the following:

- (a) Promotion of Tenure and Tenure Earning Faculty (UCF-3.015)
- (b) Promotion of Full-time Non-tenure-earning, Research and Clinical faculty (UCF 3.0175)
- (c) Instructor and Lecturer Faculty Promotion (UCF 3.0176)
- (d) Promotion of Non-tenure-earning Instructional Designers (UCF 3.0177)

14.3 Cumulative Progress Evaluations.

(a) Beginning with the second year of employment, Assistant Professors eligible for consideration for promotion to Associate Professor shall be apprised of their progress toward promotion. For example, employees hired in Fall 2023 or Spring 2024 will receive their first cumulative progress evaluation in Spring 2025. 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. Furthermore, the appraisal should be based on information provided in the required documents based on any criteria developed by departments/units for the tenure process. 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.

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(b) Employees eligible for promotion to Professor ~~shall~~may request a CPE and be similarly apprised of their progress toward promotion ~~at least once~~ prior to submitting their dossier.

14.4 Criteria.

(a) Promotion decisions shall be a result of meritorious performance and shall be based upon established criteria specified in writing by the University. All affected employees shall be notified where to locate a copy of the criteria. The University may modify these criteria so long as the local UFF Chapter has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the president or representative. Changes in criteria shall not become effective until one year following adoption of the changes, unless mutually agreed to in writing by the local UFF Chapter President and the president. 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 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.

14.5 Procedures.

(a) The only documents which may be considered in making promotion recommendations are those contained or referenced in the promotion dossier. The provisions of the Evaluation File Article 11 shall apply to the contents of the promotion dossier. It shall be the responsibility of the employee to see that the dossier is complete. Prior to the consideration of the employee's promotion, the employee shall have the right to review the contents of the promotion dossier and may include a brief response to any material therein. If any material is added to the dossier after the commencement of consideration, a copy shall be sent to the employee within five days (by personal delivery, by mail, return receipt requested, or through the eP&T portal, if applicable). The employee may attach a brief response within five days of his/her receipt of the added material. The dossier shall not be forwarded until either the employee submits a response or until the second five day period expires, whichever occurs first. If a document that is not part of the promotion dossier is considered, then, prior to the committee's decision, it shall be added to the promotion file and the procedures for notifying the employee described in this section shall be followed.

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

14.6 Notice of Denial. If any employee is denied promotion, the employee shall be notified in writing by the appropriate administrative official, within ten days or as soon as possible

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thereafter, of that decision. Upon written request by an employee within twenty days of the employee's receipt of such decision, the University shall provide the employee with a written statement of the reasons why the promotion was denied.

14.7 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.

ARTICLE 15

TENURE

15.1 Eligibility. Employees in tenure-track positions with the rank of Associate Professor and Professor shall be eligible to hold tenure. Tenure shall be in a department/unit. Tenure shall not extend to administrative appointments in the General Faculty or Administrative and Professional classification plans.

15.2 Tenure Decision.

(a) An 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.

(b) By the end of six 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 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 Board meeting closest to the end of the academic year after receiving university tenure recommendations. The employee shall be notified in writing by the president or representative within five days of the decision of the Board.

(d) An employee being considered for tenure prior to the sixth 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 department, college, and University.

(b) The department, college, and University shall make available a copy of the criteria for tenure to employees eligible for tenure, and, beginning with the second year of employment,

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each such employee shall be apprised in writing once each year of the employee's progress toward tenure. For example, employees hired Fall 2021 or Spring 2022 will receive their first cumulative progress evaluation in Spring 2023. 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 that were not resolved in previous discussions with an 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 of the proposed changes and offered an opportunity to discuss such changes in consultation with the University president or representative. Changes in criteria shall not become effective until one year following adoption of the changes, unless mutually agreed to in writing by the local UFF president and the University president or 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 years of tenure-earning credit as of the date on which the tenure criteria are adopted above, the employee shall be evaluated for tenure under the criteria as they existed prior to modification unless the employee notified the university at least thirty days prior to commencement of the tenure consideration that he/she chooses to be evaluated under the newly adopted criteria.

15.5 Recommendations and Procedures.

(a) Recommendations for the awarding of tenure shall be made by the employee's supervisor and shall include a poll by secret ballot of the tenured members of the employee's department/unit. The performance of an employee during the entire term of employment at the institution shall be considered in determining whether to grant tenure. Recommendations regarding tenure shall include a copy of applicable tenure criteria, the employee's annual assignments and annual evaluations, and the employee's cumulative progress evaluations. Prior to the consideration of the employee's candidacy, the employee shall have the right to review the contents of the tenure dossier and may attach a brief and concise response to any materials therein. It shall be the responsibility of the employee to see that the dossier is complete. The provisions of the Evaluation File, Article 11 of this Agreement shall apply to the contents of the tenure file.

(b) If any material is added to the dossier after the commencement of consideration, a copy shall be sent to the employee within five days (by personal delivery, by mail, return receipt

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

15.6 Other Considerations.

(a) During the period of tenure-earning service, the employee'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.

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

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

15.8 Tenure upon Appointment. Tenure may be granted to an employee by the Board of Trustees at the time of initial appointment, upon recommendation of the appropriate administrator. The administrator shall 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 service according to the provisions of the Leaves Article.

15.10 Termination/Layoff. Tenure/permanent status guarantees annual reappointment for the academic year until voluntary resignation, retirement, removal for just cause, or layoff.

ARTICLE 16

LETTERS OF COUNSEL, DISCIPLINARY ACTION, AND JOB ABANDONMENT

16.1 Letters of CounselingCounsel/Instruction. Letters of CounselingCounsel or Instruction may be given to employees to provide information regarding University expectations including

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those expressed in university policies, regulations, ~~or UCF's Employee Code of Conduct,~~ 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. These letters may be used only as evidence to demonstrate the employee's awareness of University expectations.

16.2 Just Cause.

(a) 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.

16.3 Progressive Discipline. Both parties endorse the principle of progressive discipline as applied to professionals. Penalties will be imposed dependent upon the university's judgment of the seriousness of the offense and any aggravating or mitigating circumstances.

16.4 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.

16.5 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 a~~ written reprimand.

(b) Suspension or Termination. When the University's representative has reason to believe that suspension or termination should be imposed, the University's representative shall provide the employee with a written notice of the proposed action and the reasons ~~therefore~~therefor. Such notice shall be sent via certified mail, return receipt requested; university email, immediate return reply requested; or delivered in person with written documentation of receipt obtained. The employee shall be given ten days to respond in writing to University's representative before the proposed action is taken. The University's representative then may issue a notice of disciplinary action ~~or reduce the proposed disciplinary action. The employee shall be notified by the University's representative as soon as practicable of the final disposition of the proposed action.~~

16.6 Notice of Disciplinary Action. Any notice of 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 disciplinary notices shall be sent via certified mail, return receipt requested; university email, immediate return reply requested; or delivered in person to the employee with written documentation of receipt obtained.

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16.7 Termination. A 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~~Cases ~~in advance of the effective date of such termination, except that in cases where~~which the president or representative determines that an employee's actions do not 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.~~employee shall be given 180 days' notice.

~~16.8~~**16.8 Payout option.** At the time of or following issuance of a notice of termination 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.

16.9 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.

16.910 Job Abandonment.

(a) If an employee is absent without authorized leave for twelve (12) or more consecutive days, 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 AND TIME OFF

17.1 Leaves. There are various types of leave of absence and time off that the university offers. Employees are responsible for completing all necessary leave/time off paperwork, informing their supervisors of their leave/time off request, and meeting deadlines before and after the leave/time off. An absence without approved leave/time off or extension of leave shall subject the employee to the provisions of the Discipline Article 16. An ~~employee's~~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.

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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 Human Resources as soon as practicable. When an employee's illness/injury may be covered by the Americans with Disabilities Act (ADA), the provisions of ADA shall apply.

(a) Accrual During Leaves. An employee shall accrue normal leave /time off credits while on compensated leave in full-pay status, or while participating in 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 /time off in proportion to their pay status. Employees who are on leave without pay will not accrue leave /time off.

(b) Holidays.

(1) An employee shall be entitled to observe all UCF-designated holidays. No classes or examinations shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.

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

(c) Tenure Credit During Periods of Leave. Time spent on paid or unpaid leave /time off for up to 160 hours in a semester shall be tenure-earning. A semester during which an employee spends more than 160 hours on approved leave /time off, whether paid or unpaid, shall not be tenure-earning unless otherwise mutually agreed to by the employee and the University's representative in writing at the time such leave begins. Approved leaves where more than 160 hours in a semester are taken are automatically non-tenure-earning (mandatory tenure clock extension) unless the leave is granted to perform research/creative activity. An employee may make a written request to the university's representative to modify their existing tenure credit using the tenure clock adjustment form provided by Academic Affairs.

(d) Requests for a Leave or Extension of Leave of One Semester or More.

(1) For a leave of one semester or more, an employee shall make a written request at least 120 days prior to the beginning of the proposed leave, if practicable.

(2) For an extension of a leave of one semester or more, an employee shall make a written request at least sixty days before the planned end of the leave, if practicable.

(3) The University shall approve or deny such request in writing no later than thirty days after receipt of the request.

(e) Return from Leave. An employee who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University and the employee agree in writing to other terms and conditions.

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17.2 Sick Leave/Time Off.

(a) Accrual of Sick Leave-~~/Time Off~~. Paid sick leave/time off shall be accrued before being taken.

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

(2) A part-time employee shall accrue sick leave/time off at a rate directly proportionate to the percent of time employed.

(b) Use of Sick Leave/Time Off. It is the responsibility of the employee to report sick leave/time off when any scheduled time/duty (such as a meeting, office hours, teaching, committee work~~), is missed~~, or if, due to illness or hospitalization, fewer than eighty hours are worked during the reporting time period. A continuous period of sick leave/time off 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 observed by the State shall not be counted unless the employee is scheduled to work on such days. During any seven-day period, the maximum number of days of sick leave/time off charged against any employee shall be five days, or 40 hours.

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~~An employee who requests the use of sick leave/time off must notify their immediate supervisor as soon as practicable and shall report approved leave/time off in accordance with UCF's timekeeping procedures. When utilizing sick leave/time off, it is not permissible to engage in outside employment or to receive payment for services. Sick leave/time off is not to be used as a substitute for annual leave/time off.

~~(1) 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.~~

~~(2) Sick leave/time off~~ shall be authorized for the following:

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

~~b.~~(2) The employee's personal appointments with a health care provider(s) that are impossible to schedule around assigned duties.

~~c.~~(3) The illness/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/time off for caring for a member of the employee's immediate family shall not be unreasonably withheld.

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~~d-(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/time off for the death of a member of the employee's immediate family shall not be unreasonably withheld.

~~(3) 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 observed by the State shall not be counted unless the employee is scheduled to work on such days. During any seven-day period, the maximum number of days of sick leave charged against any employee shall be five days, or 40 hours.~~

~~(4) An employee who requires the use of sick leave must notify their immediate supervisor as soon as practicable and shall report such leave in accordance with UCF's timekeeping procedures.~~

~~(5) An employee who becomes eligible for the use of sick leave while on approved annual leave shall, upon notifying their immediate supervisor, substitute accrued sick leave to cover such circumstances.~~

(c) Certification. If an employee's absence or request for ~~absence~~sick leave/time off exceeds four 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 (s) 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 (s) who is not a University staff member, and which shall be paid for by the University. If the medical certification indicates that the employee is unable to perform assigned duties, the university's representative may place the employee on recovery leave under the conditions set forth in that ~~Section~~section.

(1) Return to work certification. If medical certification is required to return to work, that certification must be provided at least seven days before the date of return indicated on the medical leave paperwork. If the medical certification is not provided within seven days before their medical certification expires, and no updates have been provided, the employee will be considered to have abandoned their position.

(2) Notwithstanding paragraph (1) above, if the employee's failure to provide an update is for a reason beyond the control of the employee and the employee or 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.

(d) Payment for Unused Sick Leave/Time Off.

(1) An employee with ~~less~~fewer than ten years of University service who separates from the University shall not be paid for any unused sick leave/time off.

(2) An eligible employee who has been continuously employed in a non-OPS position; ~~;~~ has completed ten or more years of University service; ~~;~~ has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery

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in connection with University service;² 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 the University because of retirement for other than disability reasons, termination, or death, shall be compensated for the employee's unused sick leave /time off at the employee's current regular hourly rate of pay for one-fourth of all unused sick leave /time off accrued provided that one-fourth of the unused sick leave /time off does not exceed 480 hours.

(3) All payments to eligible employees for unused sick leave /time off 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 under retirement age who is unable to perform duties because of a disability may be continued on the payroll until they reach retirement age or all sick leave /time off is exhausted, whichever occurs first.

~~(4) 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.~~

~~(5)~~(4) In the event of the death of an employee, payment for unused sick leave /time off at the time of death shall be made to the employee's beneficiary, estate, or as provided by law.

17.3 Job-Related Illness/injury.

(a) 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 days immediately following the illness/injury, or for a maximum of forty work hours if taken intermittently without being required to use accrued sick or annual leave /time off.

(b) 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 the Article above:

(1) The employee may elect to use accrued sick or annual leave /time off 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 exceed the amount of the employee's regular salary payments; or

(2) The employee shall be placed on leave without pay and shall receive normal Workers' Compensation benefits if the employee has exhausted all accrued sick and annual leave /time off, or the employee elects not to use accrued sick or annual leave /time off.

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

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(d) If, at the end of the leave period, the employee is unable to return to work and perform assigned duties, the University's representative shall 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(s) prescribed in accordance with Chapter 440 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:

- (1) offer the employee part-time employment;
- (2) place the employee on leave without pay status or extend such status;
- (3) request the employee's resignation; or
- (4) release the employee from employment, notwithstanding any other provisions of this Agreement.

17.4 Annual Leave/Time Off.

(a) Accrual of Annual Leave/Time Off. Academic year employees and employees appointed for fewer than nine months shall not accrue annual leave-/time off.

(1) Full-time employees appointed for more than nine months shall accrue annual leave/time off at the rate of 6.77 hours biweekly 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/time off in excess of the year-end maximum during a calendar year. Employees with accrued annual leave/time off in excess of the year end maximum as of December 31, shall have any excess converted to sick leave/time off on an hour-for-hour basis in the pay period containing, or immediately following, January 1 of each year.

(2) Part-time employees appointed for more than nine months shall accrue annual leave/time off at a rate directly proportionate to the FTE while under contract.

(b) Use and Transfer of Annual Leave-

~~(1)~~-Time Off. Annual leave/time off shall be accrued before being taken. All requests for annual leave/time off shall be submitted by the employee to the supervisor as far in advance as possible. Approval of the dates on which an employee wishes to take annual leave/time off shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling. An employee who becomes eligible for the use of sick leave/time off while on approved annual leave/time off shall, upon notifying and receiving approval from their immediate supervisor, substitute accrued sick leave/time off to cover such circumstances.

(c) Payment for Unused Annual Leave/Time Off.

(1) Prior to termination from an annual leave/time off accruing contract, or transfer from an annual leave/time off accruing contract to an academic year contract, the university's representative shall determine whether the employee has the ability to reduce their accrued annual leave/time off balance prior to termination or reassignment to an academic year contract. If the employee does not have the opportunity to reduce the balance, the University shall pay the employee for up to forty-four days (352 hours) of unused annual leave/time off.

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Payment of the accrued annual leave /time off shall be at the employee's last rate of pay under which they were paid in the annual leave /time off accruing position. All unused annual leave /time off in excess of forty-four days (352 hours) shall be forfeited.

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

17.5 Family and Medical Leave Act (FMLA) Entitlements. The Family and Medical Leave Act of 1993 ("FMLA") (<https://www.dol.gov/>) is the common name for the federal law providing eligible employees an entitlement of up to twelve workweeks (i.e., 480 hours) of continuous leave or up to 480 hours of intermittent 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 sick and/or annual leave ~~with~~ pay/time off at their discretion during any qualifying family or medical leave. Employees are entitled to use FMLA in accordance with law and University policy. 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 conferred to the employer or the employee through the FMLA.

17.6 Modified Instructional Duties (MID) in case of birth or adoption. Employees who elect the MID are ineligible for Paid Parental Leave for the same birth ~~or,~~ adoption, or guardianship event. 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.

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.

17.7 Parental Leave Options. 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 as defined in this section.

(a) Paid Parental Leave. Paid 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, or guardianship).

(1) Eligibility. An employee must be employed on at least a 0.75 FTE line before s/he is eligible to apply for this benefit. This program does not apply to individuals on a temporary, a

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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 adequate funds are available.

(2) Paid Parental Leave Request. Participation in paid parental leave is contingent upon execution of a signed agreement. An employee shall request the use of paid parental leave in writing and sign a written agreement detailing the terms of the paid parental leave. These forms must be completed 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, or guardianship event. A shorter notice period may be permitted on a case-by-case basis, for good cause and/or special circumstances at the discretion of the university's representative. Paid parental leave is separate from, but may run concurrent with, medical or FMLA leave.

(3) Commitment to Return. The employee must agree in writing to return to University employment for at least one academic year (i.e., consecutive fall and spring (or spring and fall) semesters) following participation in the program or reimburse UCF within 60 days. 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 example, two academic years.

(4) Repayment and Reimbursement. Repayment of salary, retirement, 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. 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/time off and/or annual leave ~~balance~~/time off balances (with sick leave/time off being deducted first) that the employee has remaining at the time of separation from the University, or upon transferring between an annual leave/time off and non-annual leave/time off accruing contract.

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

(6) Duration of paid parental leave.

Upon request, one of the following paid parental leave options shall be granted to employees as follows:

a. Twelve-month non-instructional, research, and clinical employees shall receive up to 16 contiguous weeks of paid parental leave;

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

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c. Nine- or twelve-month instructional employees shall receive one regular (Fall or Spring) semester.

(b) Unpaid Parental Leave.

(1) An employee who is ineligible or chooses not to use modified instructional duties (MID) or paid parental leave, ~~the employee~~ may request and shall be granted an unpaid parental leave not to exceed six months.

(2) Employees on unpaid parental leave may use up to six weeks of accrued sick leave /time off 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 - during an approved parental leave of absence.

(3) 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, or guardianship.

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

b. any illness/injury caused or contributed to by pregnancy, when certified by a health care provider ,(s), shall be treated as temporary disability if requested, and the employee shall be allowed to use accrued sick leave ~~credits.~~ /time off. In such a case, a Medical or Parental Leave Request ~~Form~~ and a UCF Medical Certification Form is required.

17.8 Leave Without Pay.

(a) Granting. If a leave is in the best interests of the university, the university's representative has the ability to grant an employee's request for a leave without pay for a period not to exceed one year. Such leave may be extended upon mutual agreement. Employees on leave without pay must update their conflict of interest/commitment forms if there is any change from their last report. Employees given leaves of more than twelve weeks must return to the University for at least one academic year after their return. If the employee fails to return to the University for at least two consecutive semesters following ~~participation in the program~~ their approved leave, 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. Such leave will not affect eligibility to participate in any special salary incentive programs such as the Research Incentive Award.

(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.

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

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

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

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

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

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

(2) An employee's request for the use of accrued leave/time off 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/time off the employee wishes to use during the approved period of leave without pay. If circumstances arise during the approved leave that cause the employee to reconsider the combination of leave with and without pay, the employee may request approval of revisions to the original approval, which will be reviewed by the University.

17.9 Administrative Leaves/Time Off.

(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/time off 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 require the employee to request annual leave/time off, or, in the case of a non-annual leave/time off accruing employee, they may request a modified work schedule.

(3) If an employee is required, as a direct result of their 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

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employee shall be paid per diem and travel expenses and shall turn over to the University any fees and other expense reimbursement received by the employee for such appearance.

(4) An employee involved in personal litigation during work hours must request annual leave ~~/time off~~ or, if a non-annual leave ~~/time off~~ accruing employee, must request a modified work schedule or record unpaid leave ~~without pay/time off~~.

(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 forty hours in any one university fiscal year (July 1 – June 30). Additional leave for training may be taken as ordered by the military, however annual leave ~~/time off~~, compensatory leave, or leave without pay may be utilized to cover the additional time necessary for training.

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

(3) Other Military Leave.

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

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

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

d. Use of accrued annual leave ~~/time off~~ is authorized during a military leave without pay in accordance with this Article.

(c) Leave Pending Investigation. When the University's representative has reason to believe that the employee's presence on the job will adversely affect the operation of the University, the University's representative may immediately place the employee on leave pending investigation of the event(s) leading to that belief. The leave pending investigation

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shall commence immediately upon the university's representative providing the employee with a written notice. The leave shall be with pay, with no reduction of accrued leave.

(d) Other Leaves Provided Not Affecting Accrued Leave/Time Off Balances. An employee may be granted the following other leaves/time off not affecting their accrued leave balances:

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

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

(3) Athletic competition leave/time off 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/time off not affecting leaveaccrual 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/time off for re-examination or treatment with respect to service-connected disability is provided 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/time off not affecting the employee's leave balances shall be approved and shall not exceed six calendar days in any calendar year.

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

17.10 Recovery Leave.

The purpose of recovery leave is to provide employees with serious medical conditions and/or disabilities the opportunity to dedicate themselves to recovery and/or healing with the

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hope of returning the employees to a productive status. Eligible employees are those who, due to a serious medical condition or disability, are unable to perform the essential functions of their job either with or without a reasonable accommodation. Recovery leave should not be used in lieu of a reasonable accommodation if one is available. This section of the Agreement outlines the process used to determine an employee's fitness for duty and/or their prognosis for returning fit for duty. Employees who experience serious medical conditions and/or disabilities are encouraged to contact Human Resources with questions about benefits, including disability insurance, and other options, and to contact the Office of Institutional Equity with questions about potential accommodations.

(a) Placing Employee on Recovery Leave.

(1) Employee-Initiated: If a health care provider(s) certifies that an employee will not be able to perform the essential functions of his or her job either with or without reasonable accommodations due to a serious medical condition or disability for three months or longer, the employee may request to be placed on recovery leave.

(2) Employer-Initiated: If an employee's immediate supervisor and his or her dean/vice-president reasonably believe that (i) the employee is unable to perform the essential functions of his or her job either with or without reasonable accommodation due to a serious medical condition or disability, or (ii) the employee poses a direct threat to his or her own safety or the safety of others, the university representative may place the employee on paid administrative leave during which time the employee is obligated to seek an appointment as described below. The employee would then be required to submit to a fitness for duty (or independent medical) examination, the results of which shall be released to the University, by a health care provider(s) chosen through its EAP provider and paid by the University, or by a health care provider(s) chosen and paid by the employee who is also acceptable to the president or representative. Such health care provider(s) shall submit the appropriate medical certification(s) to the University.

a. If the University agrees to accept the employee's choice of a health care provider(s), the University may not then require another University-paid fitness for duty examination for at least six months.

b. It is the responsibility of the employee to notify the University in a timely manner of any delay in scheduling or completing the required fitness for duty (or independent medical) examination. If the employee does not make arrangements for a fitness for duty (or independent medical) examination during their period of paid administrative leave, the employee shall be terminated at the end of the paid administrative leave.

c. Prior to the fitness for duty (or independent medical) examination, the health care provider(s) shall be provided by the University a description of the essential functions of the employee's job and information from the appropriate AESP about what would constitute satisfactory performance by the employee.

d. Before the employee is seen by the medical health professional, the University must provide a written statement for the health care provider(s) of its objective justifiable

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suspicion based on specific facts or circumstances that an employee is reasonably unable to perform the essential functions of his/her job as a result of a serious medical condition or disability.

e. If the fitness for duty examination ~~establishes~~does not establish that the employee is ~~unable~~able to perform the essential functions of his or her job, the university representative shall place the employee on recovery leave. Otherwise, the employee's paid administrative leave shall end, and the employee shall return to their assigned duties to the extent practical.

(b) Conditions of Recovery Leave.

(1) Written notification to the employee placing the employee on recovery leave shall include the duration of the recovery 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~~a health care provider(s) chosen through UCF's EAP provider and paid by the University, or by a health care provider(s) chosen and paid by the employee who is also acceptable to the president or representative.

(2) The recovery leave period may be leave with pay or leave without pay. If the recovery leave combines the use of accrued leave/time off with leave without pay, the use of such accrued leave/time off shall be in accordance with this Article.

(3) If the employee fulfills the terms and conditions of the recovery leave and receives a current medical certification that the employee is able to perform the essential functions of his or her job at least eight weeks before the recovery leave expires, the university's representative shall return the employee to the employee's previous duties, if possible, or to equivalent duties.

(c) Duration of Recovery Leave. Recovery leave, with or without pay, shall be for a period not to exceed the duration of healing from the serious medical condition or disability, or one year, whichever is less.

(d) Failure to Complete Conditions of Recovery Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of a recovery leave and/or is unable to return to work and perform the essential functions of his or her job at the end of a leave period, the university representative may advise the employee, as appropriate, to contact HR Benefits about the Florida Retirement System's disability provisions and application process and release the employee from employment, notwithstanding any other provisions of this Agreement. The employee may also choose to resign at any point during the recovery leave process.

ARTICLE 18

INVENTIONS AND WORKS

18.1 University Authority and Responsibilities. The University is authorized to establish regulations and procedures regarding patents, copyrights, and trademarks consistent with

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federal and state law. Such regulations and procedures shall be consistent with the terms of this Article.

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

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

(b) An "Invention" means any discovery; process; composition of matter; article of manufacture; know-how; design; model; computer software or database; technological development; biological material, strain, variety, or culture of any organism; or portion, modification, translation, or extension of these items which is or may be patentable or otherwise protected under Title 35 of the United States Code; or any Trademark, and/or any directly related know-how used in connection with these items.

(c) "Online Course" means a course that requires student access to ~~an~~ University online learning environment, and includes but is not limited to, courses taught under World Wide Web ("W"), Mixed Mode/Reduced Seat Time ("M"), Video Streaming ("V") Video Streaming/Reduced Seat Time ("RV") and Active Learning/Reduced Seat Time ("RA") course modalities.

(d) "University Support" means (1) the appreciable use of University resources, such as funds, personnel, facilities, equipment, materials, technological information, or students, (2) course release, and/or (3) support provided by other public or private organizations when it is arranged, administered, or controlled by the University or a University direct support organization. For a use of University resources to be appreciable, it must go beyond the resources commonly or routinely provided or made available to similarly situated employees for the performance of their assignment. For example, the routine use of resources such as the libraries; one's office, office computer and other University computer facilities; and office supplies, is not considered appreciable University Support.

18.3 Works.

(a) Independent Creative Efforts. A Work made in the course of Independent Creative Efforts is the property of the creating employee(s), who each have the right to determine the disposition of such Work and the revenue derived from it, in accordance with U.S. copyright law. If requested, the employee shall provide documentation to substantiate his or her Independent Creative Efforts. As used in this Section, the term "Independent Creative Efforts" means that:

- (1) the ideas came from the employee;
- (2) the Work was made without the use of University Support; and

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

(b) University-Supported Efforts. A Work not made in the course of Independent Creative Efforts is the property of the University and is hereby assigned to the University by the employee(s), and the creating employee(s) shall share in any licensing or assignment proceeds therefrom.

(1) Notwithstanding the above,

(a) the University shall not assert ownership rights to Works for which the intended purpose is to disseminate the results of academic research, scholarly study, and/or creative efforts- (“Scholarly Works”).

(b) the University shall not assert ownership rights to Works developed without appreciable University ~~support~~Support and used solely for the purpose of assisting or enhancing the employee’s instructional assignment. Examples include case studies, textbooks, laboratory manuals and class notes produced in connection with regular scheduled courses of instruction, regardless of the modality. (The Works described, in 18.3(b)(1)(b-d), collectively, “Instructional Material”)

(c) Instructional ~~material~~Material developed or substantially revised for an Online Course without University Support and without the use of UCF online instructional design services shall be the property of the creating employee(s) and is hereby assigned to the creating employee(s) by the University, subject to the retained rights set forth in Section 18.3(b)(1)(d)(i) through (d)(iii).

(d) Instructional ~~material~~Material developed or substantially revised for an Online Course with the use of UCF online instructional design services shall be the property of the creating employee(s) and is hereby assigned to the creating employee(s) by the University, subject to a retained right by the University to continued internal use of the Online Course, including the ~~instructional material~~Instructional Material, for instructional purposes, and subject to the retained rights set forth in Section 18.3(b)(1)(d)(i) through (d)(iii). Unless employee agrees otherwise in writing as long as they are employed by the University, such employee shall have the exclusive right to revise the Online Course, provided that the University shall not be obligated to provide further resources for such revisions unless they are requested by the University or agreed upon jointly by the University and the employee.

(i) If an employee who develops or substantially revises an Online Course ceases to be employed by the University, the University shall possess and expressly retains the right to continued internal use of such Online Course, including the right to revise, reproduce, or make derivative works, of the ~~instructional materials~~Instructional Materials for instructional purposes for no more than the five (5) full academic years following the employee’s separation from the University. The owner (creator) may continue to make personal and professional use of the ~~instructional material~~Instructional Material, at no cost to and with no obligation by the University after termination of their employment, subject to any third-party obligations.

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(ii) If an employee who develops or substantially revises an Online Course is unexpectedly unable to complete the employee's instructional assignment as to such Online Course, the University shall possess and expressly retains the right to internal use of such Online Course, including the right to revise, reproduce, or make derivative works, of the ~~instructional materials~~Instructional Materials for instructional purposes and to the extent necessary to ensure successful completion of the instructional assignment.

(iii) In any Online Course where the University exercises its rights to internal use of ~~instructional materials~~Instructional Materials for instructional purposes, acknowledgement and attribution of the creator(s) will be included.

(c) Disclosure/University Review.

(1) Upon the creation of a Work and prior to any publication, the employee shall disclose to the University's representative any Work that was not made in the course of Independent Creative Effort and/or that is not a Scholarly Work or Instructional Material, together with an outline of the project and the conditions under which it was done.

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

(3) Within ninety days after such disclosure, the University's representative will inform the employee whether the University seeks ~~an~~to record its interest in the Work, and if there are multiple creators of a Work and the creators do not agree that each creator should equally share in any licensing or assignment proceed distributions according to University policy, a written agreement shall thereafter be negotiated to reflect the interests of ~~both~~the applicable parties, including provisions relating to the equities of the employee and/or the allocation of proceeds resulting from such Work shall be made in accordance with the University's policy ~~on copyrights and patents, per 18.4(g)~~. 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 ~~-, as applicable~~. All such agreements shall comport with and satisfy any preexisting terms or commitments to outside sponsoring contractors or agencies.

(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. 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. Employees will execute any and all necessary documents to affirm, publicly formalize, and record the transfer of all rights to the University or to University of Central Florida Research Foundation.

(d) Outside Activity. An employee may, in accordance with the Conflict of Interest or Commitment and Outside Activity Article, engage in outside activity, including employment

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pursuant to a consulting agreement. An employee who proposes to engage in such outside activity shall furnish a copy of the instant Article and the University's Copyrights and Works Regulation to the outside employer/party prior to the time a consulting or other agreement is signed or, if there is no written agreement, before the employment/activity at the outside employer/party begins.

(e) Transfer of copyright to the employee. 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 that ownership be transferred to the employee. Such request shall be granted if it does not:

- (1) violate any legal obligations of or to the University;
- (2) limit appropriate uses of the Work by the University;
- (3) create a conflict of interest for the employee; and
- (4) otherwise conflict with specific goals of the University.

18.4 Inventions.

(a) Independent Inventive Efforts. All Inventions made outside the field or discipline in which the employee is employed by the University, and for which no appreciable 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 University's representative may agree that the patent for such Invention be pursued by the University and the licensing or assignment 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 licensing or assignment 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~~ and assignment 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 (also University-Supported Efforts) 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 generally retains royalty-free license rights to use the Invention or discovery for its own purposes.

(d) Outside Activity. An employee may, in accordance with the Conflict of Interest or Commitment and Outside Activity Article, engage in outside activity, including employment pursuant to a consulting agreement. All Inventions arising from authorized Outside Activity and

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outside of the field or discipline of the employee are the property of the employee. However, any requirement that the employee waive the University's rights to any Inventions which arise during the course of such activity must be approved in writing by the University's representative. Employees who propose to engage in such Outside Activity shall furnish a copy of Article 18 and the University's Patent, Trademarks, and Trade Secrets Regulation to the outside employer/party prior to the time an agreement is signed or, if there is no written agreement, before the Outside Activity/employment begins. Employees are not authorized and do not possess necessary ownership to waive University rights, and any such waiver is deemed void unless specifically authorized by the Vice President of Research or designee.

(1) Undisclosed Outside Activity is considered unauthorized.

a. Any Invention arising from undisclosed Outside Activity must be disclosed to the Vice President of Research (see 18.4(e)). 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. Upon receipt of written notice from the Vice President of Research 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, subject to third party rights, if any. However, the employee and the Vice President of Research 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 licensing or assignment proceeds of any Invention as provided by this Article and any applicable University policies or procedures, including applicable UCFRF Guidelines and Procedures for Distribution of Funds or in such other manner as the employee and the Vice President of Research may agree.

(e) Disclosure/University Review. Employees are required to disclose all Inventions resulting from University-Supported Efforts and all Inventions resulting from any Outside Activity within the field or discipline (field) 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 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 ninety days from the date of presentation of the proposed publication.

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

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(2) The Vice President for Research 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, and to determine the extent to which the University should be involved in its protection, development, and promotion.

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

(4) In the event the University elects to obtain a Patent, 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 licensing or assignment 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 or assignment 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. All such agreements shall comport with and satisfy any preexisting terms or commitments to outside sponsoring contractors.

(7) The employee shall 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.

(f) 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 ninety 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, if the University has not otherwise assigned to a third party the right to pursue its interests, the University's representative may elect to waive the University's rights to the patent, or withdraw from further involvement in the protection or commercial application of the Invention. At the request of the employee in such case, the University shall transfer the Invention rights to the employee, subject to third party rights, if applicable. After ownership transfer to an 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.

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

(g) University Policy.

(1) The University shall have a policy addressing the division of proceeds between the employee and the University. See Business Manual, Ch. III(A), at www.research.ucf.edu/ResearchFoundation/FoundationTools.html

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

ARTICLE 19

CONFLICT OF INTEREST OR COMMITMENT/OUTSIDE ACTIVITY¹

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 policies and 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

¹ [Section 1001.741\(2\) Florida Statutes, which became effective on July 1, 2023, prohibits arbitration in certain instances. To the extent the University determines that arbitration is prohibited by law from being the terminal step of a grievance submitted pursuant to any provision of this Agreement, the terminal step and final agency disposition for said grievance shall be the prior step described in that article. For example, for a grievance made pursuant to Article 19 for which arbitration is prohibited by law, the terminal step and final agency disposition shall be Step 2. If Section 1001.741\(2\), Florida Statutes, is amended or overturned so that the status of the law in Florida prohibiting arbitrations changes, the Parties to this Agreement shall open negotiations for all articles in this Agreement which allow for arbitration.](#)

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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. Unmitigated conflicts of interest and commitment, including those arising from University or outside activities, are prohibited. Employees are responsible for reporting and 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) above 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.

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(c) A new report shall be submitted annually at the beginning of each academic year and updated throughout the academic year prior to engaging in a new outside activity, 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~~Outside activities ~~performed wholly and financial interests occurring~~ during a period in which the employee has no appointment with the University. ~~However, the employee should~~ shall not constitute a Conflict of Commitment although may still be aware ~~constitute a Conflict of the conflict~~ Interest and therefore shall be reported on the Potential Outside Activity, Employment, and Conflict of interest considerations that may arise from such activities Interest and Commitment Disclosure form before engaging therein.

19.5 Expedited Grievance Procedure.

(a) A grievance alleging a violation of Article 19 shall be filed on the Appendix "C" form and 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 written 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)~~ (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.

(f) Section 1001.741(2) Florida Statutes, which became effective on July 1, 2023, prohibits arbitration in certain instances. To the extent the University determines that arbitration is prohibited by law from being the terminal step of a grievance submitted pursuant to any provision of this Agreement, the terminal step and final agency disposition for said grievance shall be the prior step described in that article. For example, for a grievance made pursuant to Article 19 for which arbitration is prohibited by law, the terminal step and final agency disposition shall be Step 2. If Section 1001.741(2), Florida Statutes, is amended or overturned

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so that the status of the law in Florida prohibiting arbitrations changes, the Parties to this Agreement shall open negotiations for all articles in this Agreement which allow for arbitration.

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

GRIEVANCE PROCEDURE AND ARBITRATION²

20.1 Policy/Informal Resolution. The parties agree that all problems should be resolved, whenever possible, before filing a grievance within the time limits for filing 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 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. The procedures hereinafter set forth shall be the sole and exclusive method for resolving 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

² Section 1001.741(2) Florida Statutes, which became effective on July 1, 2023, prohibits arbitration in certain instances. To the extent the University determines that arbitration is prohibited by law from being the terminal step of a grievance submitted pursuant to any provision of this Agreement, the terminal step and final agency disposition for said grievance shall be the prior step described in that article. For example, for a grievance made pursuant to Article 20 for which arbitration is prohibited by law, the terminal step and final agency disposition shall be Step 2. If Section 1001.741(2), Florida Statutes, is amended or overturned so that the status of the law in Florida prohibiting arbitrations changes, the Parties to this Agreement shall open negotiations for all articles in this Agreement which allow for arbitration.

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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 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 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 dean's or 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 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 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 of a similar nature to expedite the review process. In a consolidated grievance, one Appendix "C," "D," or "E" may be attached, bearing the signatures of the grievants.

(d) Grievance Forms. Each grievance, 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. 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; however, the 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, ~~as well as Appendix "H,"~~ may be filed by means of ~~fax~~, United States mail, email, or any other recognized means of delivery. Emails received after 5pm Eastern time will be deemed to have arrived the next business day.

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

20.4 Burden of Proof. For each violation alleged in a grievance filing, except an alleged violation of Article 16, the duty of proving or disproving the fact or facts in dispute between the

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parties at the grievance proceeding(s) shall be on the employee. For disciplinary violations, the burden of 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. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement ~~and for.~~ For this purpose, the UFF shall have the right to have an observer present at all meetings ~~called with~~ that include 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. 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, and other duties and responsibilities incidental to 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 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.

(a) Filing.

(1) ~~Step 1~~ Step 1 and Step 2 grievances shall be filed in Academic Affairs on the appropriate form in the appendices within thirty days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. Thirty days shall be determined by the date stamped on the completed grievance form filed in Academic Affairs, or by the date of mailing or emailing as determined by the postmark or timestamp. The grievant may amend the Appendix "C" form

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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 an alleged salary ~~discrimination~~error by filing a grievance under the provisions of this Article. An act or omission giving rise to such a grievance may be the employee's receipt of the employee's payslip (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 days, during which efforts to resolve the grievance informally shall be made. The initial such request shall be granted. Upon the grievant's written request, additional extensions should be granted unless to do so would impede resolution of the grievance. Upon request, the university's representative shall, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. The grievant shall have the right to representation by the UFF during attempts at informal resolution of the grievance. The grievant may, at any time, terminate the postponement period by giving written notice to the university's representative that the grievant wishes to proceed with the Step 1 meeting. If the postponement period, or any extension thereof, expires without such written notice, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.

(2) In the case of a grievance filed pursuant to the Expedited Grievance Procedure referenced in ~~the Article regarding~~19, Conflict of Interest/ or Commitment/Outside Activity, the postponement period shall be no more than seven days unless the employee and the university agree otherwise.

(d) Step 1.

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(1) The university may escalate a Step 1 grievance to Step 2 or de-escalate a Step 2 grievance to Step 1 to ensure the matter is addressed at the most appropriate administrative level or to speed resolution of a grievance filed at an inappropriate step.

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

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

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), and the University's representative, shall discuss the grievance.

(23) Decision. The University's representative shall issue a written summary of the meeting and their conclusion(s), stating the reasons therefore, to grievant's Step 1 representative within thirty 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 written summary shall be sent to the grievant and to the local UFF Chapter if grievant elected self-representation or representation by legal counsel.

(34) Documents. ~~Where practicable, In advance of the Step 1~~ reviewer shall make available to meeting, the grievant, ~~or shall have the right, upon written request, to a copy of any reasonably identifiable documents relevant to the grievance representative, documentation referenced in the Step 1 written summary prior to its issuance.~~ All documents referred to in the written summary and any additional documents presented by the grievant shall be attached to the written summary, 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 for a review of the Step 1 decision. The filing must clearly articulate why the Step 1 decision on the alleged violations addressed at Step 1 is incorrect. The Appendix "D" form is then filed with Academic Affairs for review of the Step 1 written summary by the University's representative. The grievant must make this request within thirty 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, by 5pm Eastern time, the date of receipt via email, or by the date of mailing as determined by the postmark or timestamp.

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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 University's representative and the grievant and the grievant's representative shall meet no sooner than seven and no later than fifteen days following receipt of:

- a. the grievance if no postponement is requested or
- b. written notice 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) and the University's representative shall discuss the grievance.

(3) Decision. The University's representative shall issue a written decision, stating the reasons therefore, to the grievant and grievant's Step 2 representative within thirty 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 or emailing as determined by the postmark or timestamp. 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. The University's representative may request an extension to complete the written decision, and the UFF or Grievant shall not unreasonably deny such a request. 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 by submitting Appendix E with Academic Affairs within thirty 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, 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 or timestamp. The grievance may be withdrawn at any time by the grievant or by the statewide UFF President, 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. Arbitration Panel.~~ Within ninety days after the execution of this Agreement, the parties ~~shall review the existing Arbitration Panel list. If either party wishes to make changes to the panel, or if an arbitrator needs to be added because of a vacancy, representatives of the University and the UFF shall meet to make changes or additions to that list in order to maintain an update the~~ Arbitration Panel ~~of no fewer than nine members.~~

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including the conditions for a person to serve on the Arbitration Panel. The parties agree to meet each fall to review, and update if necessary, the Arbitration Panel, including the conditions for a person to serve on the Arbitration Panel.

(3) Selection of Arbitrator. Within fourteen 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 Arbitration 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. The arbitration shall be held within sixty days following the selection of the arbitrator, if practicable.

(34) 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 University's representative may reassign the employee during such reappointment.

(45) 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 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).

(56) Conduct of Hearing. The arbitrator shall hold the hearing ~~in~~on the ~~city~~ wheremain campus of the ~~grievant is employed,~~University, unless otherwise agreed by the parties. The hearing shall commence within twenty-five days of the arbitrator's acceptance of

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selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within forty-five 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, or if modified by the terms included in the conditions for a person to serve on the Arbitration Panel, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

~~(67)~~ **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.

~~(78)~~ **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.

~~(89)~~ **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.

~~(910)~~ **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 days prior to the date the grievance was initially filed in accordance with this Article.

(g) Section 1001.741(2) Florida Statutes, which became effective on July 1, 2023, prohibits arbitration in certain instances. To the extent the University determines that arbitration is prohibited by law from being the terminal step of a grievance submitted pursuant to any provision of this Agreement, the terminal step and final agency disposition for said grievance shall be the prior step described in that article. For example, for a grievance made pursuant to Article 20 for which arbitration is prohibited by law, the terminal step and final agency disposition shall be Step 2. If Section 1001.741(2), Florida Statutes, is amended or overturned so that the status of the law in Florida prohibiting arbitrations changes, the Parties to this Agreement shall open negotiations for all articles in this Agreement which allow for arbitration.

20.9 Filings and Notification. All documents required or permitted to be issued or filed pursuant to this Article may be transmitted by ~~fax,~~ United States mail, email, or any other

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recognized delivery service. 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 shall be transmitted to the grievance representative (s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested, or via email. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in in 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 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 University's representative may refuse consideration of a grievance not filed or processed in accordance with this Article. The UFF retains the ability to challenge the refusal of a grievance through an arbitrability hearing.

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 a settlement.

20.14 Inactive Grievances. A grievance which has been filed at Step 1 or Step 2 or Step 3 and on which no action has been taken by the grievant or the UFF for ninety days shall be deemed withdrawn ~~and resolved in accordance with the decision issued at the prior Step.~~

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, workshops and activities. Subject to the availability of funds, the employee's expenses in connection with such meetings, conferences, workshops or activities shall be

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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 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 21 days 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 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.

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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 250 copies of the ratified Agreement and shall provide a link to the document to each existing employee. In addition, the University shall make available an electronic copy of the ratified Agreement and all Supplements to the UFF.~~

~~21.9~~**21.8 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.

ARTICLE 22

SABBATICALS AND PROFESSIONAL DEVELOPMENT ~~PROGRAMS~~PROGRAM

~~Ratified 2/24/2023~~

22.1 Sabbaticals.

(a) Policy. Sabbaticals 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 sabbaticals may be provided in relation to an employee's years of service, they are not primarily a reward for service longevity.

(b) Types of Sabbaticals.

(1) Type I Sabbaticals: Each year, each college shall make available at least one Type I sabbatical, either at full pay for one semester [Type IA] or one at three-fourths pay for one academic year [Type IB], for each twenty tenured and tenure-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 Type I sabbatical available. A college with 30 tenured or tenure-earning employees shall make two Type I sabbaticals available.) Colleges with fewer than twenty tenured and tenure-earning employees shall make available at least one such sabbatical every other academic year.

(2) Type II Sabbaticals: Each college shall make a Type II sabbatical available to each employee whose application has been ranked/recommended by the college committee but was not awarded a Type I sabbatical. This Type II sabbatical is a sabbatical for up to two semesters (i.e., up to one academic year) at half pay, subject to the conditions of this Article, and granted by the dean.

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(c) Sabbatical Eligibility.

(1) Full-time tenured employees with at least five academic years of full-time continuous service at UCF shall be eligible to apply for a sabbatical that would take place in the following academic year. (For example, a full-time tenured employee who starts their employment at UCF at the beginning of the ~~2022-23~~2024-25 academic year, and is continuously employed, may submit a sabbatical application during the ~~2027-28~~2029-30 academic year for a sabbatical that would take place in the ~~2028-29~~2030-31 academic year).

(2) Applicants for sabbaticals must be tenured at the time their applications are submitted. (For example, a full-time tenure-earning employee who starts their employment at UCF at the beginning of the ~~2022-23~~2024-2025 academic year may be tenured at the start of the ~~2028-29~~2030-31 academic year and submit a sabbatical application in ~~2028-29~~2030-31. Their sabbatical would take place in the ~~2029-30~~2031-32 academic year.)

(3) Employees must work at least five full academic years (i.e., a fall semester followed by a spring semester) or the equivalent and be tenured before they are eligible to submit a sabbatical application.

(4) Full-time employees shall be eligible to apply for their next sabbatical during the sixth year of continuous service at UCF after the end of the academic year during which the previous sabbatical, professional development program appointment (formerly called professional development leave), or administrative professional development leave was taken. (For example, a tenured employee who takes a sabbatical in the ~~2023-24~~2025-26 academic year and is continuously employed may submit another sabbatical application in the ~~2029-30~~2031-32 academic year for a sabbatical that would take place in the ~~2030-31~~2032-33 academic year.)

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

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

(d) Application and Selection.

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

(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 sabbatical; any anticipated supplementary income; and a statement that the applicant agrees to comply with the conditions of the sabbatical program.

(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.

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(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 a sabbatical 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. Only those applications that are deemed worthy of a sabbatical shall be ranked and submitted to the dean or dean's representative. In ranking the applications worthy of a sabbatical, committee members shall consider the merits of the proposal and the 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 their academic discipline.

(8) Absent a legitimate business reason other than staffing or fiscal considerations, the dean or dean's representative shall make sabbatical appointments from the ranked 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, they 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 academic year, or at a later time as agreed to by the employee and the college dean. In the event that the dean or dean's representative decides not to make a sabbatical appointment to an employee on the list, they shall consult with the affected employee. The postponement of a sabbatical by the university does not result in any postponement of a subsequent sabbatical application by the employee.

(9) In the event of an exceptional opportunity for a tenured 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.

(e) Terms of Sabbatical Program.

(1) The employee must return to the University for at least one academic year following participation in the program. If the employee fails to return to the University for at least two consecutive semesters, fall and spring, in the academic year following participation in the program, all salary and fringe benefits received during their participation in the program must be repaid to the University within 30 days of resignation 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.

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(2) If there are circumstances that arise where the employee wishes or needs to request to change the terms of the sabbatical, including cancelation or postponement, from what was proposed, any revisions to the proposal must be documented in writing and submitted to the employee's supervisor as soon as practicable. The supervisor and dean must approve the revised sabbatical proposal before the work may proceed. An employee may make such a request only one time to change the terms of an approved sabbatical.

(3) Within thirty 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 their department or unit that relates accomplishments during the sabbatical to the proposal submitted for that sabbatical.

(4) An annual evaluation shall be conducted for each employee whose assignment included a sabbatical. The overall evaluation shall be weighted between time on sabbatical and time on regular duties. Their time on sabbatical shall be evaluated based on their accomplishments made in light of their sabbatical proposal and ensuing circumstances. Their time on regular duties, if any, shall be evaluated based on the department or unit's Annual Evaluation Standards & Procedures.

(5) University contributions normally made to retirement and Social Security programs shall be continued during the sabbatical period 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 leave time off on a full-time basis.

(8) While on sabbatical, an employee must disclose and 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 is governed by the provisions of the Conflict of Interest or Commitment/Outside Activity Article. No additional compensation from UCF E&G sources is allowable.

22.2 Professional Development Program (PDP).

(a) Policy. Professional development program (PDP) appointments 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 PDPs may be

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provided in relation to an employee's years of service, they are not primarily a reward for service longevity.

(b) Professional Development Program Appointment Availability. Each year, the University will make available at least one PDP appointment at full pay for one semester or summer term, or at three-fourths pay (0.75 FTE) for one academic year, for each thirty employees who are not tenured or tenure-earning, subject to the conditions set forth below. The number of PDPs awarded at three-fourths pay for two semesters is limited to three per academic year.

(c) Eligibility for Professional Development Program Appointment. Tenured and tenure-earning faculty are not eligible to apply for PDPs. Tenured employees should apply for sabbaticals in accordance with Section 22.1 of this agreement. Only 12-month employees may apply for a PDP appointment during the summer term.

(1) Non-tenured, non-tenure-earning employees who have completed five or more academic years of full-time, continuous non-OPS service with UCF shall be eligible to apply for PDP appointments.

(a) First-time applicants. Employees must work at least five full academic years (i.e., a fall semester followed by a spring semester) or the equivalent before they are eligible to submit a PDP application.

(b) Full-time non-tenured, non-tenure-earning employees shall be eligible to apply for their next PDP during the sixth year of continuous service at UCF after the end of the academic year during which the previous PDP was completed. As an example, an employee whose PDP ended either August 7, ~~2024~~2026, December ~~22, 2024~~23, 2026, or May 7, ~~2025~~2027 would be eligible to apply during the ~~2030-2031~~2032-33 PDP application period for a PDP to take place in the ~~2031-2032~~2033-34 academic year.

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

(3) An employee who is compensated through a non-E&G funding source, including a contract-~~or~~, grant, or auxiliary, may receive a PDP appointment only if the ~~contract-or-grant~~non-E&G funding source allows participation in such programs and provides the funding for the PDP appointment, 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) Applications for a PDP appointment shall contain an appropriate outline of the project or work to be accomplished during the proposed PDP appointment.

(2) Each application shall include a two-page statement describing the program and activities to be followed while on the PDP appointment; the expected increase in value of the

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employee to the University and unit; specific results anticipated from the proposed PDP appointment; any anticipated supplementary income; and a statement that the applicant agrees to comply with the conditions of the PDP. PDP proposals must articulate how the planned activity relates to and serves the mission and goals for the department/unit and college.

(3) The employee's immediate supervisor, e.g., the chair, and their dean, director, or unit head shall be given a copy of the application by the applicant when it is submitted for review by the University PDP Committee.

(4) A University PDP Committee of at least five members shall be elected by and from the employees eligible for PDP appointments.

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

(6) A committee chairperson shall be elected by and from the University PDP Committee.

(7) The University committee shall review PDP applications and shall submit a ranked list of only recommended employees to the University's representative.

a. Only those applications that are deemed worthy of a PDP appointment shall be ranked and submitted to the University's representative.

b. In ranking the applicants, committee members shall consider the merits of the proposal; the 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 a previous PDP appointment. Committee members shall not disadvantage an applicant due to the academic discipline, function, or profession of the applicant.

~~(8)~~ (8) The University's representative shall ask the corresponding college dean or division vice president to affirm or deny the merit of each application ranked by the University Committee.

(9) Absent a legitimate business reason other than staffing or fiscal considerations, the University's representative shall award PDP appointments from the ranked list of meritorious PDP applications and consult with the committee prior to an appointment that does not follow the committee's list. In the event that the University's representative decides not to offer a PDP appointment to an employee on the list, they shall consult with the affected employee.

~~(910)~~ No more than one employee for each fifteen employees in each department, college, or unit need be granted a PDP appointment for the same semester.

~~(1011)~~ PDP appointments shall be granted contingent upon the availability of staff and unit funds. If staffing or fiscal considerations preclude a PDP appointment from being granted, the employee shall be provided the PDP appointment the following academic year, or at a later

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time as agreed to by the employee and the college/~~unit~~, dean/division vice president. The postponement of a PDP appointment by the university does not result in any postponement of a subsequent PDP application by the employee.

(e) Terms of PDP Appointments.

(1) The employee must return to University employment for at least one academic year following participation in that program. If the employee fails to return to the University for at least two consecutive semesters, fall and spring, in the academic year following participation in the program, all salary and fringe benefits received during their participation in the program must be repaid to the University within 30 days of resignation 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 PDP appointment for ten years.

(2) If there are circumstances that arise where the employee wishes or needs to request to change the terms of the PDP appointment, including cancelation or postponement, from what was proposed, any revisions to the proposal must be documented in writing and submitted to the employee’s supervisor as soon as practicable. The supervisor and dean or unit leader must approve the revised PDP proposal before the work may proceed. An employee may make such a request only one time to change the terms of an approved PDP assignment.

(3) An employee who fails to spend the time as stated in the application or revision as approved by the supervisor and dean shall reimburse the University for all salary and fringe benefits received during the PDP period within 30 days following the scheduled completion of the PDP appointment.

(4) Within thirty days after the end of the semester or ~~term~~summer following the conclusion of the PDP, the employee must provide a brief written report to their department or unit that relates accomplishments during the PDP appointment to the proposal submitted for that PDP appointment.

(5) An annual evaluation shall be conducted for each employee whose assignment included a PDP appointment. The overall evaluation shall be weighted between time on PDP appointment and time on regular duties. Their time on PDP appointment shall be evaluated based on their accomplishments made in light of their PDP proposal and ensuing circumstances. Their time on regular duties, if any, shall be evaluated based on the department or unit’s Annual Evaluation Standards & Procedures.

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

(7) University contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the PDP period.

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(8) Eligible employees on a PDP appointment shall continue to accrue leave/time off on a full-time basis.

(9) While on a PDP appointment, an employee must disclose and shall be permitted to receive funds for travel and living expenses, and other PDP-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 PDP appointment. 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 PDP period to a level comparable to the employee's current year salary rate. Employment unrelated to the purpose of the PDP appointment is governed by the provisions of the Conflict of Interest or Commitment/Outside Activity Article. No additional compensation from UCF E&G sources is allowable.

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 credits of course work per semester during work, provided that the:

- (1) course work is directly related to the employee's professional responsibilities;
- (2) supervisor determines that the absence will not interfere with the proper operation of the work unit;
- (3) 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) 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.

(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, have received notice of layoff, or in other appropriate circumstances.

ARTICLE 23

SALARIES

~~Ratified 2/24/2023~~

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

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one of the following ranks: Associate Professor, Associate Instructor, Associate Lecturer, Associate Scholar/Scientist/Engineer, Associate in _____, Associate Instructional Designer, Associate Instructional Specialist, and Associate University Librarian.

(b) 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: Professor, Senior Instructor, Senior Lecturer, Scholar/Scientist/Engineer, University Librarian, Senior Research Associate, Senior Instructional Specialist, and Senior Instructional Designer.

23.2 Legislatively Mandated Increases. Any legislatively mandated increases shall be implemented as soon as practicable.

23.3 One-Time Payment and Other Salary Increases.

(a) There was no salary increase or one-time payment for 2023-2024.

(b) One-time payment for ~~2022-2023~~2024-2025. Effective ~~February 17, 2023~~November 22, 2024 (distributed on pay date ~~March 10, 2023~~December 13, 2024), the university shall provide a one-time payment ~~of \$3,000.00~~ to each Education and General (E&G) employee who was in a continual, non-OPS employment relationship with the university on May ~~7, 2022~~6, 2024; whose ~~2021-2022~~2023-2024 annual evaluation, if provided, was Satisfactory or above; and who remains employed by the university in an in-unit position at the date of implementation. Those ~~employed on or after May 8, 2021,~~otherwise eligible employees who did not receive an annual evaluation for ~~2021-2022~~2023-2024 will be assigned a Satisfactory rating for the purpose of this payment. If an employee's position is less than 1.0 FTE, the payment shall be prorated.

~~(b) Across-~~For each eligible employee, the one-time payment amount shall be determined using the following table:

<u>Salary (at 1.0 FTE) as of May 6, 2024</u>	<u>One-time Payment</u>
<u>Less than \$50,000</u>	<u>\$6,500</u>
<u>\$50,000 to \$99,999.99</u>	<u>\$6,000</u>
<u>\$100,000 to \$149,999.99</u>	<u>\$5,500</u>
<u>\$150,000 or more</u>	<u>\$5,000</u>

(c) ~~Merit-Board~~ Salary Increases: for 2024-2025. Effective ~~February 17, 2023~~November 22, 2024 (distributed on pay date ~~March 10, 2023~~December 13, 2024), each eligible Education and General (E&G) employee shall receive a ~~4.3~~3.0% increase to the employee's salary. This increase

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will be calculated using the employee's total salary as of ~~February 16, 2023~~ November 21, 2024. An employee shall be eligible if the employee's ~~most recent~~ 2023-2024 annual evaluation, if provided, was Satisfactory or above; the employee was in a continual, non-OPS employment relationship with the University on May ~~7, 2022~~ 6, 2024; and the employee remains in a continual in-unit employment relationship at the date of implementation. Employees employed in ~~2021-2022~~ 2023-2024 who meet the qualifications above and who were not evaluated shall be assigned a Satisfactory rating for the purpose of this increase and shall be eligible for the increase.

~~(c) Merit Salary Increases. Effective March 17, 2023 (distributed on pay date April 7, 2023), the University shall provide merit salary increases to each department/unit equal to 2.0% of the total salary of E&G employees in the department/unit as of February 16, 2023. All E&G employees who are not members of a department/unit shall be grouped together and treated as a department/unit for the purpose of calculating and providing merit salary increases. Merit salary increases shall be provided to eligible E&G employees in each department/unit who were in a continual, non-OPS employment relationship with the University on May 7, 2022; who remain in a continual in-unit employment relationship at the date of implementation; and meet the following criteria and procedures.~~

~~—(1) Eligibility. For the 2022-2023 academic year, an employee is eligible under this section if they received an overall Above Satisfactory or Outstanding on their most recent annual evaluation and are still employed in unit at the University on the date of implementation.~~

~~—(2) Distribution. The merit salary increases for eligible employees shall be calculated as a percentage of their salary as of February 16, 2023. Such increases shall be distributed proportionately to those eligible employees whose most recent annual evaluations are Above Satisfactory or Outstanding in a ratio of 1.0 for Above Satisfactory and 1.5 for Outstanding.~~

23.4 Salary Increases for Employees Funded by Contracts and Grants or Auxiliary Accounts.

(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 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.

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(c) Employees funded by auxiliary accounts shall receive salary increases equivalent to similar employees on E&G funding, provided that adequate funds are available in the appropriate auxiliary account.

23.523.5 Comprehensive Post Tenure Review Completion: Supplemental Payment

(a) 2023-2024 Academic Year Completion. Effective December 20, 2024 (distributed on pay date January 10, 2025), all tenured employees who were subject to comprehensive post tenure review during the 2023-2024 academic year, who remain employed by the university in a tenured position on the date of implementation, and whose 2023-2024 comprehensive post tenure review performance rating was “exceeds expectations” shall receive a one-time payment of \$5,500. Also, effective December 20, 2024 (distributed on pay date January 10, 2025), all tenured employees who were subject to comprehensive post tenure review during the 2023-2024 academic year, who remain employed by the university in a tenured position on the date of implementation, and whose 2023-2024 comprehensive post tenure review performance rating was “meets expectations” shall receive a one-time payment of \$2,500.

(b) 2024-2025 Academic Year or Subsequent Completion. Effective three weeks before the first pay date in May and distributed on the first pay date in May, all tenured employees who were subject to comprehensive post tenure review during that academic year, who remain employed by the university in a tenured position on the date of implementation, and whose comprehensive post tenure review performance rating was “exceeds expectations” shall receive a one-time payment of \$5,500 on the first pay date in May. Also, effective three weeks before the first pay date in May and distributed on the first pay date in May, all tenured employees who were subject to comprehensive post tenure review during that academic year, who remain employed by the university in a tenured position on the date of implementation, and whose comprehensive post tenure review performance rating was “meets expectations” shall receive a one-time payment of \$2,500 on the first pay date in May. For the 2024-2025 academic year, the effective date of these one-time payments shall be April 11, 2025, and the date of distribution of these one-time payments shall be May 2, 2025.

23.6 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 academic 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 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

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on non-E&G funding will be eligible for the increase depending on availability of funds. All full-time employees in the appropriate discipline with at least four academic years of continuous, non-OPS service at UCF immediately prior to the current academic year are eligible.

(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 ~~(55)~~ 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~~eligibility 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, as well as using evidence-based methods to research effective teaching and student learning in higher education (i.e., at the university level). Each academic year the University shall make available up to ~~fifty five~~sixty (60) 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 in higher education (i.e., at the university level). SoTL goes beyond teaching based on evidence for specific teaching and learning practices. While the implementation of SoTL outcomes may result in teaching excellence and increased teaching effectiveness, this award recognizes scholarly efforts beyond teaching excellence. The University shall make available up to five SoTL awards.~~

~~(d)~~(c) Applications for Incentive Awards. Applications shall be completed online. These awards shall be made according to the criteria or procedures listed on the Faculty Excellence website. Eligible employees may apply for both TIP and RIA awards in the same academic year; however, they may only receive one Incentive Award in an academic year. In the event that an employee is selected for both TIP and RIA awards in the same academic year, the process for finalizing awards selections is provided in 23.6(e)(1)j.

(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 in the current cycle for a particular award shall not be eligible to serve on the committee. A committee chairperson for

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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. All information available to the committee and all deliberations of the committee, except for the ranked list of recommended employees, are to be held in strict confidence.

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 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 by a committee member shall be left unranked in that committee member's rankings.

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 in (a) 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.

c. The committee chair shall convene the committee (at-large) and review their initial rankings. Discussion shall be limited to information contained in the application and may focus on applicants with few or dispersed rankings.

d. Following this discussion, the committee shall use a secret ballot to rank ~~candidates~~candidates' applications using the procedure outlined in (a) above.

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

f. The ~~applicant~~application with the highest mean rank (i.e., the sum of the applicant's rankings divided by the number of committee members present) shall have the highest priority for an incentive award, the ~~applicant~~application with the next highest mean rank the next highest priority, and so on, until all ~~applicants~~applications who received rankings by a majority of committee members present are ranked in order.

g. In the case of T ~~applicants~~eligible applications with tied mean rank ~~for the final T-1 or fewer available award(s), remaining,~~ the procedure outlined in (a) above, with T being the highest possible rank, shall be used to break the ties. The ranking process outlined in (a) above

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shall be used as many times in succession as necessary until all such ties are resolved and a final ranked list is complete.

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~~recommends 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. ~~Two TIPs~~One TIP and ~~two RIAs~~one RIA shall be available to the employees grouped together as described here. The college committee shall consist of a member from each of the units represented.

j. If an employee is selected to receive both TIP and RIA awards in the same academic year, that employee, say, Employee A, shall be asked to choose to receive either the TIP or RIA award and may be eligible to apply for and receive the other Incentive Award in the next academic year. Employee A's dean shall use the committee rankings to determine which employee should receive the TIP or RIA award that was not chosen by Employee A.

23.6—7 Trustee Chair Professor, Pegasus Professor, and 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 appointment.

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

(3) The eligibility criteria for an applicant is holding the rank of tenured professor; the applicant must be recognized as a "foremost scholar" in his or her chosen area of expertise, meaning known as a preeminent scholar in his or her discipline; and have a positive impact to other scholars at UCF. Applications will be reviewed by a committee consisting of one Trustee Chair, one Pegasus Professor, the Chair of the Faculty Senate, and the Vice Provost for Faculty Excellence. An employee who holds the rank of full professor shall be appointed by the UCF-

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UFF Chapter President to serve as an ex officio member of the committee and shall not have a voting role except in the case of breaking any tie votes. The President and Provost or designee will make the final appointment.

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

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

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

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

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

(1) Excellence in Undergraduate Teaching awards.

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

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

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

(2) Excellence in Graduate Teaching Awards.

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

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

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

(3) Excellence in Research Awards

a. Eligibility. Employees must have an assignment of at least 0.10 FTE in research over each of the three immediately preceding academic years and the current academic 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 Awards for Excellence in Professional Service.

a. Eligibility. Employees who are assigned an FTE of at least 0.05 for professional service duties over the current academic 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;

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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.

(6) Excellence in Librarianship.

a. Eligibility. Employees who have served at UCF as a librarian on a permanent line for the current academic year and at least the three academic years immediately preceding the current academic 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.

(7) 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.

(8) Recommendations for these awards are made by various committees and are ultimately determined by the ~~President~~Provost or designee.

23.78 Administrative Discretion Increases. From the date of ratification of this document, through August 31, ~~2024~~2027, 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, 2021~~6, 2024. Any Administrative Discretion Increase provided to contract and grant (C&G) or auxiliary-funded employees, any court-ordered or court-approved salary increase, any prevailing wage adjustment for the purpose of qualifying for immigration status, verified written offers of outside employment, 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.

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~~(b) Administrative Discretionary Increases for verified written offers of outside employment shall not be subject to the one and one-half percent (1.5%) salary rate limitation.~~

~~(e)(b)~~ UFF Notification. Within 45 days of 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)(c)~~ The University's ability to provide Administrative Discretion Increases shall expire August 31, ~~2024~~2027, and shall not become part of the status quo.

23.89 Report to Employees. All employees may access their salary information at any time through the UCF portal.

23.910 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.

~~23.1011~~ **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 academic 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.

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23.1112 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. Within 45 days of 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 appointments shall be calculated by dividing the salary rate by 26.1 pay periods.

23.14 Compensation. UCF will comply with all applicable Federal and State labor and employment laws.

ARTICLE 24

EMPLOYEE BENEFITS

24.1 Health Benefits. The University and UFF support legislation to provide adequate and affordable health insurance to all employees- through UCF Human Resources. Employees are encouraged to contact Human Resources with questions regarding their benefits.

24.2 ~~Part-Time Employees. Part-time~~ Other Benefits. All employees 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 that exists at the time leave is granted. Employees who plan to take a leave of absence should contact the Human Resources office for complete information prior to taking the leave.

24.4 Benefits for Retirees.

(a) Employees who retire 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;

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- (4) Placement on designated University mailing lists;
 - (5) A free University parking ~~decal~~permit 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 provide a retiree a university sponsored email (name@knights-address on the ucf.edu) domain upon request. ~~The University will forward e-mails from the employee e-mail account (name@ucf.edu) to the retiree's e-mail account for 6 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.

~~24.5—Retirement Programs. 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. Refer to www.myfrs.com for details.~~

~~24.6~~24.5 **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 program assignments, administrative professional development assignments, and grants-in-aid, medical, educational leave, or involuntarily called to active military service, to enroll in up to six credit hours in eligible courses per term on a space-available basis. Employees using the employee tuition waiver and contingent waiver recipients shall be allowed to register two hours ahead of state employees. Eligibility guidelines and procedures are available on UCF's Human Resources or UCF Regulations websites. To be eligible for a waiver, one must first be accepted at the university as a student. Neither employees nor their spouse and dependent child(ren) under the age of 26 may receive a tuition waiver for enrollment in a course during a Winter Intersession or a Maymester.

(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, including UCF courses offered at State College rates; Continuing Education classes or courses offered for credit or non-credit; Medical Education programs; courses associated with programs approved for special tuition in excess of standard tuition rates, including those associated with Cost Recovery programs; Market Rate programs; and some Professional programs; independent study; supervised research; thesis hours; dissertation; internships; externships and other field experiences; 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.

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(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 and is subject to the same limitations as employees.

24.76 Employee Assistance Programs. Information about the University's Employee Assistance program may be found on the UCF Human Resources Website.

24.87 Pre-tax Benefits Program. To the extent permissible by federal or state law the University shall continue to provide pre-tax programs for employees.

24.98 Transition-to-Retirement Program. The UCF Transition-to-Retirement Program (T2RP) allows eligible employees to request a planned transition to retirement by reducing their assigned FTE over a period of one or two consecutive academic years while their department or unit continues to benefit from their effort and experience. The T2RP is voluntary for the employee and subject to agreement in advance with the department or unit head about assigned duties and FTE. T2RP provides reduced duties for one or two consecutive academic years with compensation each academic year commensurate with the FTE assigned for that academic year. At UCF, each academic year begins on August 8 and ends on the last day of the spring semester (either May 6 or May 7).

Participants in T2RP are not yet retired but rather are transitioning toward retirement in a planned manner that benefits the employee and the University. The period of T2RP participation is governed by all provisions of this Agreement, including Articles 12 (Non-reappointment), 15 (Tenure), 16 (Discipline), and 17 (Leaves). T2RP participants retain their tenure, if applicable, as well as most other rights and responsibilities, such as accrual of sick leave, of employees with the same FTE. Active tenured participants in T2RP are not subject to comprehensive post tenure review.

(a) Eligibility. Employees who have received notice of non-reappointment, layoff, or termination, or who have already retired, including participants in the State's Deferred Retirement Option Program (DROP) ~~or in the PRP,~~ are not eligible to request participation in T2RP. Employees who are returning from a leave, such as a sabbatical, professional development leave, or paid parental leave are ineligible to participate in T2RP until they have served the appropriate amount of time in a full-time appointment.

(1) Full-time, nine-month and twelve-month instructional E&G employees who have been employed full-time at UCF for the previous five academic years and who would otherwise be eligible to retire in their respective retirement plan upon completion of the T2RP program are eligible to participate in T2RP.

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(2) Employees who desire to participate in T2RP must concurrently submit their written request for T2RP participation and retirement/resignation paperwork. This request for participation must be submitted no later than February 1 preceding the beginning of their desired participation in T2RP for the next academic year; the retirement/resignation date specified must be the last day of the spring semester of the next academic year or of the following academic year. The employee and the department or unit head shall have three months, or until May 1, whichever occurs later, to determine whether an agreement for reducing the employee's assigned FTE can be reached. If, after a reasonable good faith consideration of all factors, an agreement cannot be reached for a reduced FTE assignment, ~~an employee may not be eligible to participate in T2RP as requested. If an agreement cannot be reached for a reduced FTE assignment,~~ the employee shall not be eligible to participate in T2RP as requested. A change to a T2RP assignment may be subject to the Assignment Dispute Resolution process in Article 9. However, if the employee remains employed in the same position at UCF and eligible to request participation in T2RP, their T2RP request may be resubmitted in a future year.

(3) The decision to participate in the T2RP is irrevocable after the required approval document has been executed by all parties.

(b) Program Provisions. All participants in T2RP must retire or resign at the end of their participation in T2RP. A planned date of retirement/resignation, which shall not be extended, must be submitted by the employee when requesting participation in T2RP. On the date of retirement/resignation, the employee relinquishes all rights to tenure, if applicable. Participants' retirement benefits shall be determined upon retirement, as provided under Florida Statutes and the rules of the Division of Retirement.

(1) FTE During T2RP Participation. The reduced FTE in the first academic year of participation in T2RP ~~can~~shall be no greater than 0.75 and no less than 0.50, and the reduced FTE in the final academic year of participation in T2RP, whether the final year is the first or second year, shall be 0.50.

(2) Released Time. While participating in T2RP, employees may use released time from contracts or grants to fulfill a portion of their assigned FTE as a buyout, subject to the approval of the department or unit head. No other released time may be used to fulfill or buyout any portion of a participant's assigned FTE.

(3) Summer Appointment. Employees participating in T2RP for two consecutive academic years may be offered a supplemental summer appointment between the first and second years of their T2RP participation. Alternatively, a participant may use funds from contracts and grants for a summer contract. Regardless of the source(s) of summer funding, the total FTE for the summer appointment shall not exceed the assigned FTE in either of the two years of T2RP participation. For example, a participant with 0.65 FTE for the first year in T2RP may not have a summer appointment that exceeds 0.65 FTE.

(4) Eligibility for Leave. While participating in T2RP, an employee is not eligible to apply for nor to take a sabbatical, professional development ~~leave~~program assignment, unpaid

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personal leave, paid parental leave, or an administrative professional development ~~leave~~ assignment.

(5) Resignation/Retirement During T2RP. A T2RP participant who wishes to terminate his/her T2RP agreement by resigning or retiring prior to the agreed upon ending date has the professional obligation, whenever possible, to provide the University with sufficient notice of his/her retirement or resignation 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 one full semester's notice prior to their resignation or retirement.

(6) Employees are encouraged to contact HR to review potential impact to their insurance premiums during T2RP.

ARTICLE 25

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

~~26.1—UFF Dues Deduction Policy. The Board and the UFF hereby agree to provide for the deduction and remittance of the UFF membership dues and other UFF deductions pursuant to the provisions of Florida Statutes Section 447.303.~~

~~26.2—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.~~

~~*(reserved; intentionally blank)*~~

ARTICLE 27

MAINTENANCE OF RIGHTS AND BENEFITS

No employee may be implored, required, or coerced to waive the rights or 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 the employee is otherwise eligible.

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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. UFF agrees that there will be no strike by it or by any employees during the term of this Agreement.

28.2 Class Titles.

(a) Whenever the University creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify UFF. Further, if the University revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify UFF of such new designation. Within ten (10) days following such notification, UFF may request a meeting with the president or president's representative for the purpose of discussing the designation. If, following such discussion, 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 may request a review of the appropriateness of the employee's classification by the appropriate University office. In case of disagreement with the results of the review, the matter shall be discussed in accordance with Article 2, Consultation, but shall not be subject to Article 20, Grievance Procedure.

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, at the request of either party, such

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invalidated provision shall be reopened for negotiations to arrive 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.

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, ~~2024~~2027.

(b) Renegotiations for the agreement term September 1, ~~2022~~2025 through August 31, ~~2023~~2026 shall begin no later than ~~September 30, 2022~~February 14, 2025, and shall include Article 23, Salaries, Article 8, Appointment; Article 19, Conflict of Interest or Commitment/ Outside Activity; Article 20, Grievance Procedure; and Article ~~22, Sabbaticals and Professional Development Programs~~32, Definitions.

(c) Renegotiations for the agreement term September 1, ~~2023~~2026 through August 31, ~~2024~~2027 shall begin no later than ~~September 29, 2023~~February 13, 2026 and shall include Article 23, Salaries ~~and shall also include Article 16, Letters of Counsel, Disciplinary Action, and Job Abandonment;~~ Article 3, UFF Privileges; Article 10, Employee Performance Evaluation; and Article 12, Non-reappointment .

(d) Renegotiations for a successor agreement (2024-2027) shall begin no later than November 10, ~~2023~~2026.

(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.

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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. The Board and UFF further acknowledge that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall 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, agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter covered by this Agreement. Nothing in this section shall be construed as a waiver of the UFF's right to bargain the impacts of decisions made by the University within the scope of its management rights on the wages, hours, or terms and conditions of employment of any bargaining unit member.

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

Terms used in this Agreement are defined as:

academic year - a period consisting of a fall and spring semester of approximately 39 contiguous weeks.

bargaining unit - 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 - 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 - those absences following which the employee is treated as a new employee for purposes of computing seniority and years of service.

college/unit - a college or a comparable administrative unit generally equivalent in size and character to a college.

continuous service - Non-OPS employment uninterrupted by a break in service. For academic year employees (nine-month employees), one year of continuous service is equivalent to the nine-month employment period.

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days - calendar days.

department/unit - a department or a comparable administrative unit generally equivalent in size and character to a department.

employee - a member of the bargaining unit.

equitable - fair and reasonable under the circumstances.

Florida Board of Governors - the body established by Article IX, Section 7 of the Florida Constitution.

Illness/injury – any physical or mental impairment of health, including such an impairment proximately resulting from pregnancy, that does not allow an employee to fully and properly perform the duties of the employee’s position.

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

Instructor - 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 appropriate professional experience.

Lecturer - 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 - calendar months.

Multi-year appointment – a non-renewable appointment made for a period of two-to-five academic or calendar years. (exception: Members of the National Academies)

Non-Instructional - Non-Instructional employees do not teach courses that generate SCHs.

number- The singular includes the plural.

principal place of employment - the campus location or other university site specified on the employee's standard employment contract.

semester - one of the two approximately 19.5 week periods which together constitute the academic year.

State University System - the public universities of the State of Florida.

supervisor - an individual identified by the University representative as having immediate administrative authority over bargaining unit employees.

UFF - The UCF chapter of the United Faculty of Florida. Notification of the UFF Chapter means notification of the President of the UFF Chapter or designated representative.

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University or University or representative or UCF - 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 - a period of 365 consecutive days.

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Appendices

APPENDIX A

POSITION CLASSIFICATIONS IN THE BARGAINING UNIT

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

9001 - Professor	9121 - Assistant in _____
9002 - Associate Professor	9126 - Program Director
9003 - Assistant Professor	9150 - Curator
9004 - Instructor	9151 - Associate Curator
9005 - Lecturer	9152 - Assistant Curator
9006 - Graduate Research Professor	9153 - Staff Physicist
9007 - Distinguished Service Professor	9160 - Scholar/Scientist/Engineer
9009 - Eminent Scholar	9161 - Associate Scholar/Scientist/Engineer
9014 - Associate Instructor	9162 - Assistant Scholar/Scientist/Engineer
9015 - Associate Lecturer	9166 - Research Associate
9016 - University School Professor	9173 - Counselor/Advisor
9017 - University School Associate Professor	<u>9167 - Senior Research Associate</u>
9018 - University School Assistant Professor	9178 - Instructional Specialist
9019 - University School Instructor	<u>9334-9179 - Associate Instructional</u>
9024 - Senior Instructor	<u>Specialist, Computer Research</u>
9025 - Senior Lecturer	9394 - Coordinator, Cooperative Education
9053 - University Librarian	9419 - Coordinator, Research Information
9054 - Associate University Librarian	<u>9180 - Senior Instructional Specialist</u>
9055 - Assistant University Librarian	9433 - Specialist, Music
9056 - Instructor Librarian	9434 - Psychologist
9115 - Coordinator	9435 - Resident Advisor to Students
<u>9084 - Assistant Instructional Designer</u>	9460 - Psychiatrist
<u>9085 - Associate Instructional Designer</u>	9462 - Physician
<u>9086 - Senior Instructional Designer</u>	9464 - Physician's Assistant
9120 - Associate in _____	9490 - Dentist
	9495 - Specialist, Student Counseling
	9506 - Specialist, Social Work Services

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

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

APPENDIX B

(Reserved, intentionally blank)

APPENDIX C

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

GRIEVANCE FORM – STEP 1

(Deliver to Academic Affairs – Millican Hall 331 or email to CCAS@ucf.edu)

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

Delivered by (check one):

_____ personal delivery;

_____ certified or registered return receipt requested mail;

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

_____ other (please

specify: _____).

GRIEVANT _____

Name: _____:

~~Mailing address:~~

email: _____:

email: _____:

~~College &~~

College &

~~Department:~~

Department:

Phone:

GRIEVANCE REPRESENTATIVE

Phone:

(if elected by grievant as per Section III)

Name: _____:

Mailing address:

GRIEVANCE REPRESENTATIVE

(if elected by grievant as per

Section III)

Name:

Mailing address:

email:

College &

Department:

Phone:

III. AUTHORIZATION

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

UFF _____
 UFF _____
 Legal Counsel _____
 Myself _____

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

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

Signature of Grievant

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

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

APPENDIX D

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

GRIEVANCE FORM – STEP 2

(Deliver to Academic Affairs – Millican Hall 331 or email to CCAS@ucf.edu)

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

Delivered by (check one):

_____ personal delivery;

_____ certified or registered return receipt requested mail;

_____ ~~fax~~ ~~email~~ – original document containing grievant's & grievance representative's signature (if applicable) must be received by CCAS as soon as possible;

_____ other (please specify: _____).

GRIEVANT

GRIEVANCE REPRESENTATIVE

(if elected by grievant as per Section III)

Name: _____

Name: _____

Mailing address: _____

Mailing address: _____

email: _____

email: _____

College &
Department: _____

College &
Department: _____

Phone: _____

Phone: _____

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

II. PLEASE MARK AND COMPLETE APPROPRIATE SECTION BELOW:

_____ REQUEST FOR REVIEW OF STEP 1 DECISION

Grievant's representative received the Step 1 decision on: _____ (date)

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

UFF _____
 Legal Counsel _____
 Myself _____

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

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

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

APPENDIX E

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

NOTICE OF ARBITRATION³

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

NAME: _____

DATE OF FILING: _____

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

This notice was filed with Academic Affairs on _____(date) by (check one):

_____mail (certified or registered, restricted delivery, return receipt requested)

_____personal delivery

_____other (specify) _____.

Date of receipt by Academic Affairs: _____

Signature of Statewide UFF President, Director of Arbitrations, or designee

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

Signature of Grievant

This notice should be sent to: UNIVERSITY OF CENTRAL FLORIDA, CCAS, Academic Affairs

via email to: CCAS@ucf.edu

Or: 4365 Andromeda Loop N, MH 331, Orlando, FL 32816-0065

Or: fax: 407-823-6155

³ Section 1001.741(2) Florida Statutes, which became effective on July 1, 2023, prohibits arbitration in certain instances. To the extent the University determines that arbitration is prohibited by law from being the terminal step of a grievance submitted pursuant to any provision of this Agreement, the terminal step and final agency disposition for said grievance shall be the prior step described in that article. For example, for a grievance made pursuant to Article 20 for which arbitration is prohibited by law, the terminal step and final agency disposition shall be Step 2. If Section 1001.741(2), Florida Statutes, is amended or overturned so that the status of the law in Florida prohibiting arbitrations changes, the Parties to this Agreement shall open negotiations for all articles in this Agreement which allow for arbitration.

APPENDIX F

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION ~~GRIEVANCE~~ FORM

PART 1: STATEMENT OF DISPUTE

I believe the assignment was arbitrarily or unreasonably imposed because:

~~Grievant~~Disputant's Signature

UFF ~~Grievance~~ Representative's Signature

This form must be accompanied by all documentation that the employee wants to have reviewed, except for documentation the employee has requested but not received.

I understand and agree that by filing this ADR ~~grievance~~dispute, I waive whatever rights I may have under chapter 120 of the Florida statutes with regard to the matters I have raised herein and under all other university procedures that may be available to address these matters.

APPENDIX F

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION ~~GRIEVANCE~~ FORM

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

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

~~Grievant's~~Disputant's Signature

Date of Receipt

UFF ~~Grievance~~ Representative

Acknowledged by Dean or
Dean's Representative

Date of Conference

___ The assignment was not arbitrarily or unreasonably imposed:

___ The disputed assignment has been resolved in the following manner:

Dean or Dean's Representative

Date of Decision

APPENDIX F

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION ~~GRIEVANCE~~-FORM

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

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

~~Grievant's~~Disputant's Signature

Date of Receipt by University's Representative

UFF ~~Grievance~~ Representative

Receipt Acknowledged by University's Representative

APPENDIX F

EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION ~~GRIEVANCE~~ FORM

PART 4: MEDIATOR'S DECISION

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

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

Suggested Remedy (~~Optional~~Non-binding):

UFF ~~Grievance~~ Representative's Signature

~~Grievant's~~Disputant's Signature

Mediator's Signature

Date Decision Issued