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LETTER OF EXPLANATION

On November 10, 2010, the bargaining teams of the UCF Board of Trustees and the United Faculty of Florida's UCF chapter agreed to a memorandum of understanding (MOU) that will settle the impasse in 2009-2010 salary negotiations and complete negotiations on all but one article of the 2010-2012 collective bargaining agreement. The parties will continue negotiations on Article 10 (Employee Performance Evaluations).

To take effect, this MOU must be ratified by the members of the UFF-UCF bargaining unit and the UCF Board of Trustees.

This document contains the following (in order of appearance):

- the text of the MOU.
- Article 23 (Salaries) for 2009-2010
- all contract articles for the 2010-2012 collective bargaining agreement, with the addition of the 2007-2010 version of Article 10, which is not subject to this ratification vote and will be replaced if a new version is agreed upon and ratified by the parties.

MEMORANDUM OF UNDERSTANDING

Settlement Agreement for UFF-UCF and UCF BOT

11-08-2010

In order to settle the current impasse regarding 2009-2010 salaries (Article 23) and complete the majority of negotiations for a 2010-2012 successor agreement, the parties agree to the following:

2009-2010 Article 23 is settled with language identical to the imposed 2007-2010 Article 23, with no bonus, no raise pool, and no ADI.

A 2010-2012 (2-year) Collective Bargaining Agreement is settled by signing of an MOU that is ratified by both parties, to include all articles except Article 10, on which the parties agree to continue negotiations. Articles 23 and 30 shall be new, as summarized below, and all other articles shall be status quo or previously TA'd language. This settlement agreement is summarized as follows, by article number, with a preamble identical to the 1/8/2007 TA:

1. 1/8/2007 TA
2. 1/8/2007 TA
3. 8/28/2007 TA
4. 1/8/2007 TA
5. 1/8/2007 TA
6. 1/8/2007 TA
7. 1/8/2007 TA
8. 7/7/2009 TA
9. 1/29/2007 TA
10. The parties agree to continue to negotiate Article 10 until TA is reached and ratified or until the date that negotiations begin on Article 10 for a successor CBA. Both parties agree they will not go to impasse over Article 10 during negotiations to complete the 2010-2012 CBA. During the pendency of these negotiations the status quo will be as defined in the version of Article 10 resolved by the Board of Trustees on January 14, 2010.
11. 1/8/2007 TA
12. 3/26/2007 TA
13. 03/03/2008 TA
14. 1/8/2007 TA
15. 1/8/2007 TA
16. 2004-2007 status quo
17. 8/28/2007 TA
18. 1/8/2007 TA
19. 3/26/2007 TA

20. 7/7/2009 TA
21. 7/7/2009 TA
22. 4/16/2007 TA
23. All provisions as in imposed 2007-2010 article except:
 - a. for 2010-2011, 3% across-the-board increase effective 8/8/2010 and 1% ADI with a clear expiration date of 8/7/2011.
 - b. for 2011-2012, 1% ADI with a clear expiration date of 08/31/2012 and acknowledgement that ADI does not become part of the status quo upon the expiration of the 2010-2012 agreement and a "me too" clause requiring that in unit employees automatically receive the largest of any systematic raise or raise pool given to any other group of UCF employees.
24. 5/4/2007 TA
25. 1/8/2007 TA
26. 1/8/2007 TA
27. 1/8/2007 TA
28. 1/8/2007 TA
29. 1/8/2007 TA
30. 30.1 New language showing expiration of the 2010-2012 CBA on August 31, 2012, no reopeners during 2010-2012 (other than continuing negotiations on Article 10), and bargaining on the successor agreement to begin January 1, 2012. 30.2 status quo.
31. 1/8/2007 TA
32. 7/7/2009 TA


James H. Gilkeson date
chief negotiator, UFF-UCF


Michael Mattimore date
chief negotiator, UCF BOT

ARTICLE 23

SALARIES, for 2009-2010

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

23.2 Promotion Increases.

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

- (1) To Assistant in _____, Associate in _____, and Assistant University Librarian;
- (2) To Associate Professor, Associate Scholar/Scientist/Engineer, and Associate University Librarian; and
- (3) To Professor, Scholar/Scientist/Engineer, and University Librarian.

(b) Promotion salary increases shall be effective on August 8, 2010 for promotion during 2010.

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

(a) UCF-Teaching Incentive Program. The UCF-Teaching Incentive Program ("UCF-TIP") rewards teaching productivity and excellence. For 2009-2010 the University shall award up to forty (40) new UCF-TIP awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.

(b) UCF-Research Incentive Award program. The UCF-Research Incentive Award ("UCF-RIA") program recognizes outstanding research, scholarly, or creative activity that advances the body of knowledge in a particular field. For 2009-2010 the University shall award up to twenty (20) new UCF-RIA awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.

(c) Scholarship of Teaching and Learning Program. The Scholarship of Teaching and Learning (SoTL) program recognizes success in research related to the scholarship of teaching and learning. For 2009-2010 the University shall award up to ten (10) new SoTL awards in addition to recycled awards.

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

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

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

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

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

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

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

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

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

(c) Excellence Awards

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

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

award, two (2) University Awards for Excellence in Professional Service, and one (1) Excellence in Librarianship award.

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

23.5 Salary Increases for Employees Funded by Contracts and Grants.

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

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

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

23.7 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.

23.8 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.

23.9 Twelve-Month Payment Option. The parties agree that a twelve-month payment option for 9-month employees shall be offered. The plan shall allow for employees to select a fixed savings amount to be deducted from each of the nineteen (19) full bi-weekly paychecks received during the Fall and Spring semesters with a change in that amount to account for those paychecks from which double premiums are deducted. The total savings shall be returned to the employee in equal amounts for the five (5) full bi-weekly paychecks received during the Summer semester. The University shall provide an online calculator and assistance as reasonable, taking into account time and resources, to assist the employee in determining a savings amount and fixed reduction amount that will

allow the employee's net paychecks to remain approximately level across the 24 pay periods. Pay received for supplemental summer assignments shall be unaffected by this plan. This pay plan is subject to tax limitations.

23.10 Administrative Salary Stipends. A temporary salary increase which is provided to an employee as compensation for performing a specific, titled administrative function shall be permitted under this agreement as an Administrative Salary Stipend. At least 14 days prior to the effective date of any Administrative Salary Stipend, the University shall provide UFF a written notification of the stipend which states the name of the employee, the rank and discipline of the employee, the amount of the stipend, and the reason for the stipend.

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

PREAMBLE

The intent of the parties hereto in carrying out their responsibilities to negotiate the terms and conditions of employment of members of the bargaining unit is to promote the quality and effectiveness of education in the University of Central Florida and to maintain high standards of academic excellence in all phases of instruction, research, and service. The parties concur that these objectives are facilitated by amicable adjustment of matters of mutual interest. It is recognized by the parties that mutual benefits are to be derived from continual improvement in the University of Central Florida, and that participation of faculty and professional employees in the formulation of policies under which they provide their services is educationally sound.

While the United Faculty of Florida (hereinafter UFF), as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the University of Central Florida Board of Trustees (hereinafter the University) retains its rights, under law, to manage and direct the University of Central Florida, the parties recognize the desirability of a collegial governance system for faculty and professional employees in areas of academic concern. It is desirable that the collegial system of shared governance be maintained and strengthened throughout the University of Central Florida so that employees will have a mechanism and procedure, independent of the collective bargaining process, for making recommendations to appropriate administrative officials.

Collegiality in academic governance on each campus of the University of Central Florida can best be accomplished through the Faculty Senate selected by representatives of the appropriate campus constituencies in accordance with the Faculty Constitution and tradition. Appropriate matters of concern should be brought before the Faculty Senate by its members or steering committee, or by the President of the University or representatives. Among matters which may be of concern to the Faculty Senate include: (a) curriculum policy and curricular structure; (b) requirements for degrees and granting of degrees; (c) policies for recruitment, admission, and retention of students; (d) the development, curtailment, discontinuance, or reorganization of academic programs; (e) grading policies; and (f) other matters of traditional concern.

In such a collegial system, departments or other traditional governance structures should play an active and responsible role in academic matters, including significant involvement in the recruitment of new faculty and professional employees, the development of high quality programs, participation in the development of tenure, promotion, and merit salary increase criteria, participation in the selection of instructional and library materials, and other matters of professional concern. The collegial relationship is most effective when peers work critically together to carry out their duties in the most professional manner possible.

In recognition of the importance of the collegial system of governance described herein, the president or president's representatives shall confer regularly with representatives from the Faculty Senate.

This Preamble is a statement of intent and policy and is, therefore, not subject to Article 20, Grievance Procedure.

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 the UFF as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment as specifically set forth in this Agreement, for all employees in the bargaining unit described in the certification. Attached as Appendix "A," for information purposes only and not made a part of the Agreement, is the listing of classifications (titles) included in the bargaining unit.

1.2 University Rules and Policies.

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

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

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

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

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

1.3 Board of Trustees Meetings -- Agenda.

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

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

1.5 Faculty Orientations. UFF shall be given the opportunity to sponsor a breakfast, lunch, or reception during the fall faculty new hire orientation.

ARTICLE 2 CONSULTATION

Consultation with President. The president or the president's representatives shall meet with the local UFF Chapter representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment, or any other mutually agreeable matters. Such meetings shall normally occur once (1) each semester in the academic year and once (1) during the summer term unless the parties mutually agree to meet more frequently. 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 one (1) week in advance of the meeting. The other party may add to that agenda by submitting a written list of agenda items to the party calling for the consultation at least the day before the meeting if it wishes to discuss specific issues. Consultations may be used to resolve problems regarding the implementation and administration of the Agreement. The parties understand and agree that such meetings shall not constitute or be used for the purpose of collective bargaining, discussing specific grievances, or modifying, adding to, or deleting any provision of this Agreement. However, grievances that are closed and are no longer subject to the provisions of Article 20 may be discussed.

ARTICLE 3 UFF PRIVILEGES

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

and to use all other services of the University on the same basis as they are generally available to University-related groups and organizations. For purposes of this Agreement, University-related Groups and Organizations are groups that are directly related to University operations or the University community and that may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, and direct support organizations.

3.2 Communications.

(a) UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards but on at least one bulletin board per building where a substantial number of employees have offices. Specific locations shall be mutually selected by the University and the local UFF Chapter in the course of consultation pursuant to Article 2, Consultation. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the University after having been posted for a period of thirty (30) days. In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.

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

3.3 Leave of Absence -- Union Activity.

(a) At the written request of the UFF, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time unpaid leave of absence for the academic year shall be granted to up to two (2) employees designated by the UFF for the purpose of carrying out UFF's obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to one (1) employee for the entire summer term, upon written request by the UFF provided no later than March 15 of the preceding academic year. Upon the failure of the UFF to provide the University with a list of designees by the specified deadlines, the University may refuse to honor any of the requests which were submitted late.

(b) No more than two (2) employees from any college/unit, nor more than one employee per fifteen (15) employees per department/unit, need be granted such leave at any one time.

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

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

(e) An employee who has been granted leave under this Article for two (2) consecutive academic years shall not again be eligible for such leave until two (2) consecutive academic years have elapsed following the end of the leave. One (1) employee, designated by the UFF, shall be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the University upon prior written request by the UFF.

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

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

3.4 Released Time.

(a) The University agrees to provide released time each calendar year to full-time employees designated by the UFF for the purpose of carrying out the UFF's obligations in collective bargaining negotiations, representing employees and administering this Agreement. The Parties will take coordinated action to facilitate an adequate and mutually convenient bargaining schedule. A maximum of five (5) units of released time shall be granted for such purposes per fall or spring semester or four (4) units during the summer term. The UFF may designate employees to receive released time during the year subject to the following condition: A maximum of three (3) released time units per semester shall be granted to employees in any one (1) college.

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.

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

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

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

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

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

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

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

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

ARTICLE 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, assigned service, and the activities set forth in Sections 10.4(a)(4) and 10.4(a)(5). 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 Teaching and Research. Consistent with the exercise of academic responsibility, employees shall have freedom to present and discuss their own academic subjects, frankly and forthrightly, without fear of censorship, and to select instructional materials and determine grades in accordance with University policies. Objective and skillful exposition of such subject matter, including the acknowledgment of a variety of scholarly opinions, is the duty of every such employee. Employees shall also be free to engage in scholarly and creative activity and publish the results in a manner consistent with their professional obligations.

5.3 Academic Responsibility. Academic freedom is accompanied by the corresponding responsibility on the part of employees to:

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

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

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

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

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

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

(g) Be forthright and honest in the pursuit and communication of scientific and scholarly knowledge; and

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

ARTICLE 6

NONDISCRIMINATION

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

6.2 Policy.

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

(b) Sexual Harassment.

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

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

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

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

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

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

a conflict of interest (see Article 19). The parties discourage romantic or sexual relationships between employees and students.

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

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

(e) Investigation of Charges. Charges of discrimination or harassment, including those filed by employees against students alleging unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that constitutes sexual harassment, shall be promptly investigated according to established University procedures.

No employee investigated under such procedures shall be disciplined until such investigation is complete and a finding of discrimination 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.

(f) Results of Investigation. In cases alleging discrimination or harassment by an employee, and in which no finding of discrimination 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 or harassment is made, a record of the complete findings shall be placed in the employee's evaluation file.

6.3 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.

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

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

ARTICLE 7

MINUTES, RULES, BUDGETS, AND REPORTS

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

7.2 Board and University Documents.

(a) The University shall provide the UFF with hard copies of the BOT-UFF agreement and all supplements to the Agreement, consistent with the provisions of Article 28.

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

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

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

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

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

- (1) On or before March 1st, one or more report(s) reflecting average faculty salaries for the then-current academic year. This report will include the following data elements: faculty average salaries by department and rank; 12-month converted to 9-month average faculty salaries by department and

rank; all faculty converted to 9-month combined faculty average salaries by department and rank; faculty average salaries for 9-month and 12-month non-visiting faculty by department and rank, broken down by college; faculty average salaries for 9-month and 12-month visiting faculty by department and rank, broken down by college; listing of faculty with name, rank, contract length, contract rate, class code, 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: employee name, job title, administrative title, liability department name, date of hire, prior rate of pay, new rate of pay, percent increase, type of increase (e.g., equity, market, merit, etc.), and FTE.

(3) A report showing fall faculty and administrative and professional employment for the then-current academic year, on or before March 1st of that academic year (e.g., report for fall 2004 would be available on or before March 1, 2005). This report will include the following data elements: 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, 2005, would reflect loads for Summer 2004, Fall 2004, and Spring 2005). These reports will include the following data elements: reporting term, employee name, primary department, rank, tenure status, activity code, FTE, and level of effort per activity code by employee.

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

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

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

ARTICLE 8 ***APPOINTMENT***

8.1 Policy. The University shall exercise its authority to determine the standards, qualifications, and criteria so as to fill appointment vacancies in the

bargaining unit with the best possible candidates. In furtherance of this aim, the University shall,

(a) advertise such appointment vacancies, receive applications and screen candidates therefore, and make such appointments as it deems appropriate under such standards, qualifications, and criteria, and

(b) commit to an effort to identify and seek qualified women and minority candidates for vacancies and new positions.

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

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

(a) Date;

(b) Professional Classification System title, class code, rank, and appointment status;

(c) Principal place of employment;

(d) Employment unit (e.g., department, college, institute, area, center, etc.);

(e) Length of the appointment;

(f) A statement that the position is (1) tenured, (2) non-tenure earning, (3) tenure-earning (specifying prior service in another institution to be credited toward tenure), or (4) multiyear/non-tenure earning;

(g) Percent of full time effort (FTE) assigned;

(h) Salary;

(i) The following statement, if the appointment is not subject to the notice provisions of Article 12: "Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.";

(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 Section 8.4.

(k) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules of the University, and this Agreement;

(l) A statement that the employee's signature on the employment agreement shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20;

(m) The statement: "The University of Central Florida is an equal opportunity employer. University policy and rule prohibit discrimination against or harassment of any employee based upon race, color, sex, sexual orientation, religious creed, national origin, age, veteran status, disability, political affiliation, marital status, or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the University may be presented as grievances pursuant to Article 20, Grievance Procedure.";

(n) A statement informing the employee of the obligation to report outside activity, conflict of commitment, and conflict of interest under the provisions of Article 19 of the Agreement; and

(o) The statement: "If you have not been provided with a copy of the BOT/UFF Collective Bargaining Agreement, notify your supervisor and you will be given one."

8.4 Change in Appointments.

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

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

(c) Upon approval by the president or the president's representative, and assuming that the assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by 81.82

percent when changing from a calendar year to an academic year appointment or by 122.2 percent when changing from an academic year to a calendar year appointment. For an employee whose appointment was previously changed from an academic year to calendar year appointment at a salary adjustment other than 122.2 percent or from a calendar year to academic year appointment at a salary adjustment other than 81.82 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary adjustment.

8.5 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 (5) 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 (7) years at an institution of higher education;

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

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

(c) Non-tenure-earning multiyear renewable appointments of two to five year duration may be offered. Such appointments shall not be provided to employees with the ranks of assistant professor, associate professor, or professor except under the circumstances of 8.5(b)(2) through 8.5(b)(7), but shall not be offered to visiting 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 may not exceed a total of four years.

8.6 Supplemental Summer Appointments

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

(b) Compensation. Compensation for summer employment shall be 12.5% of the employee's 9 month base salary for the first three (3) credit hours of summer assignment, including teaching, research, and service; 12.5% of the employee's 9 month base salary for the second three (3) credit hours of summer assignment, including teaching, research, and service; and 8.0% of the employee's 9-month base salary for the third three (3) credit hours of summer assignment, including teaching, research, and service. Courses of greater or fewer than three (3) credit-hours shall be prorated. The supplemental summer assignments, like that for the fall and spring semesters, include(s) 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.

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

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

(a) An employee's overload compensation for teaching a three (3) 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 (3) 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.

(3) Courses of greater or fewer than three (3) credit hours shall be prorated.

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

8.8 Reclassification of an Employee to a Non-Unit Classification.

Employees shall be provided written notice fourteen (14) days in advance, where practicable, when the University proposes to reclassify the employee to a classification which is not contained in the bargaining unit. The Office of Academic Affairs will notify the local UFF Chapter of such a proposed reclassification within a reasonable period after the department/unit recommends such a reclassification to Academic Affairs. The employee may request a review of such action consistent with the provisions of Article 28. The UFF may discuss such action pursuant to Article 2, Consultation.

ARTICLE 9
ASSIGNMENT OF RESPONSIBILITIES

9.1 Policy. The parties agree that

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

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

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

(d) No employee's assignment shall be imposed arbitrarily or unreasonably. If an employee believes that the assignment has been so imposed, the employee should proceed to address the matter through the procedures in the exclusive assignment dispute resolution (ADR) grievance procedure in Sections 9.10-9.13 of 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, merit salary increases, and, if applicable, renewal of fixed renewable 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) the character of the assignment, including but not limited to the number of hours of instruction, the preparation required, whether the employee has taught the course in the past, the average number of students enrolled in the course in past semesters and the time required by the course, whether travel to another location is required, the number of preparations required, the employee's assignments in other semesters, the terms and conditions of a contract or grant from which the employee is compensated, the use of instructional technology, the availability and adequacy of materials and equipment, clerical services, student assistants, and other support services needed to perform the assignments, and any changes that have been made in the assignment, including those which may have resulted from previous evaluations of the employee; and
- (4) the opportunity to fulfill applicable criteria for tenure, promotion, fixed renewable appointments, and merit salary increases.

(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 (12) contact hours of instruction or equivalent research and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In like manner, the professional obligation of other professional employees is not easily susceptible of quantification. The University has the right, in making assignments, 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 to monitor and review the size and number of classes and other activities, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.

9.3 Annual Assignment.

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

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

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

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

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 department, college, and university committee meetings.

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

9.5 Place of Employment.

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

changes and available new positions within the department shall be considered prior to involuntary changes, if practicable.

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

9.6 Teaching Schedule.

(a) An employee's teaching preferences should be honored to the extent possible.

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

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

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

9.8 Workweek. Scheduled hours for all employees shall not normally exceed forty (40) hours per week. Time shall be allowed within the normal working day for research, teaching, or other activities required of the employee, when a part of the assigned duties. Supervisors are encouraged to make appropriate reductions or adjustments in the number of hours scheduled 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 assignments. See Article 17 regarding schedule adjustment for holiday assignment.

9.9 Instructional Technology.

(a) "Instructional technology material" includes video and audio recordings or transmissions, motion pictures, films, slides, photographic and other similar visual materials, electronic and digital media, computer programs, programmed instructional materials, exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee and

that are used for instruction. All distance and distributed learning courses and/or modules are included in this definition.

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

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

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

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

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

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

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

(e)

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

- (2) The University shall assist the employee in obtaining releases regarding instructional technology materials when:
- a. the University has asserted an interest in such materials; or
 - b. the University has assigned the employee to develop such materials.

9.10 Assignment Dispute Resolution.

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

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

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

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

9.11 Time Limits.

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

(b) Receipt of Assignment. The dispute shall not be processed unless it is filed within thirty (30) days after the receipt of the assignment by the Grievant. If the Grievant's assignment begins prior to final resolution of the dispute, he or she shall perform the assignment until the matter is resolved using this procedure.

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

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

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

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

9.12 Assignment Dispute Resolution Procedures.

(a) A Grievant who believes that his or her assignment has been imposed arbitrarily or unreasonably shall, within thirty (30) days after receipt of the assignment, file Part 1 of the ADR Form to the president's representative responsible for handling grievances. The president's representative shall notify the individual responsible for making the assignment or that individual's representative within three (3) days of the filing of the ADR Grievance. The filing of Part 1 of the ADR Form shall be accompanied by a brief and concise statement of the Grievant's arguments, and any relevant documentation supporting his or her position. This documentation shall be placed in a file entitled "Employee's Assignment Dispute Resolution File," which shall be kept separate from the Grievant's evaluation file. Additional documentation shall not be considered in the ADR process except by agreement of the president's representative unless it is specifically named documentation that the Grievant or the Grievant's representative requested from the university prior to the conference held pursuant to (b) below, but did not receive before such conference.

(b) Within four (4) days of receipt of Part 1 of the ADR Form, the individual responsible for making the assignment in question or his/her representative shall schedule and hold a meeting to discuss the dispute. Twenty-four (24) hours after this conference, the individual responsible for making the assignment or his or her representative shall complete Part 1 of the ADR Form and deliver it to the Grievant and/or Grievant's representative, the Dean or the Dean's representative and the president's representative.

(c) If the Grievant continues to be aggrieved following the initial conference, he or she shall file the ADR Form, with Part 1 completed, with the Dean or the Dean's representative no later than four (4) days after receipt of the ADR Part 1 decision.

(d) The Dean or the Dean's representative shall schedule a meeting with the Grievant and/or the Grievant's representative to be held no later than four (4) days after filing Part 2 of the ADR Form. At this meeting, the employee, the UFF representative, and the Dean or appropriate administrator shall discuss the dispute and attempt to resolve it. Within twenty-four (24) hours after the conclusion of this meeting, the Dean or the Dean's representative shall complete Part 2 of the ADR Form and deliver it to the Grievant and/or Grievant's representative, the individual responsible for making the assignment or that person's representative and the president's representative.

(e) If consultation with the Dean or the Dean's representative does not resolve the matter, the Grievant and/or the Grievant's representative may file, within four (4) days of receipt of the Part 2 decision, Part 3 of the ADR Form (with supporting documentation) with the president's representative, indicating an intention to submit the dispute to a Mediator certified in Florida.

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

(g) Within seven (7) days of receipt of all materials in (e) and (f) above, the president's representative shall schedule a meeting with the Grievant and/or the Grievant's representative for the purpose of selecting a Mediator from the Mediator Panel in a manner consistent with "4. Mediator Panel" (below). Selection of the Mediator shall be by mutual agreement or by alternately striking names from the Mediator Panel list until one name remains. The last name remaining on the panel list shall be the Mediator of choice and the last name actually struck from the list shall serve as the alternate if the chosen Mediator cannot serve. The right of first choice to strike from the list shall be determined by the toss of a coin by a third party.

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

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

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

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

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

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

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

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

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

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

9.13 Mediator Panel.

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

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

(5) acceptability to both the University and the UFF.

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

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

ARTICLE 10

EMPLOYEE PERFORMANCE EVALUATIONS

(Status quo from 2007-2010)

10.1 Policy.

(a) Annual Evaluations. The purpose of the annual evaluation is to assess and communicate the nature and extent of an employee's performance of assigned duties consistent with the criteria specified in Section 10.4. Any employee whose employment will continue into the next academic year shall be evaluated. Employees shall be evaluated according to the most recently approved standards and procedures in place prior to the beginning of the evaluation period.

(b) Annual Evaluation Period. The annual evaluation period shall be for the calendar year, beginning January 1st. The evaluation period for research may be longer than one year if specified in the approved procedures and standards.

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

(d) Cumulative Progress Evaluations. Beginning in the second year of employment, 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 that 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. The cumulative progress evaluations are intended to provide an accurate assessment of cumulative performance as leading to attainment of promotion and/or tenure.

10.2 Sources and Methods of Evaluation.

(a) Each employee shall prepare an annual activity report.

(b) In preparing the annual evaluation, the person(s) responsible for evaluating the employee shall consider, where appropriate, information from the

following sources: immediate supervisor, peers, students, employee/self, 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, e.g., public school officials when an employee has a service assignment to the public schools.

(c) Observation/Visitation. The employee, if assigned teaching duties, shall be notified at least two (2) weeks in advance of the date, time, and place of any direct classroom observation or visitation made in connection with the employee's annual evaluation. If the employee determines that this date is not appropriate because of the scheduled class activities, the employee may suggest a more appropriate date. If classroom observation or visitation will be considered in an employee's annual evaluation, no fewer than two (2) observations shall be made.

10.3 Procedures and Standards.

(a) Annual Evaluation. Annually, the department chair or unit head will prepare a written annual evaluation of all employees.

(1) The proposed written annual evaluation shall be provided to the employee within ninety (90) days after the end of the evaluation period.

(2) 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 person performing the evaluation and by the employee. The employee may attach a concise comment to the evaluation. A copy of the evaluation shall be provided to the employee.

(3) Upon written request from the employee, the person(s) responsible for supervising and evaluating an employee shall endeavor to assist the employee in addressing any performance deficiencies.

(b) Each University department or unit shall maintain procedures and standards by which to evaluate each employee, taking into account the criteria specified in Section 10.4. Evaluations shall use the rating categories of outstanding, above satisfactory, satisfactory, conditional, and unsatisfactory in each area of assignment and for the overall evaluation.

(1) A committee of at least six (6) members including four (4) tenured unit faculty elected by the unit, the department chair or unit head, and one representative appointed by the dean will participate in the development or revision of evaluation procedures and standards. In a department or unit with fewer than four (4) tenured faculty, the entire department or unit shall serve on the committee, along with the department chair or unit head and one member appointed by the dean.

(2) Tenured faculty in the department or unit shall recommend the procedures and standards or changes thereto-developed by the committee by a majority vote in a secret ballot. If a department or unit has fewer than four (4) tenured faculty, all faculty in the department shall participate in the

vote until such time as the department or unit has four (4) or more tenured faculty. The faculty vote shall be forwarded to the dean along with the committee's recommendations.

(3) The proposed procedures and standards, or revisions thereof, first shall be reviewed at the college level by the dean for consistency with the missions and goals of the college. If the dean determines that the recommended procedures and standards do not meet the mission and goals of the college, the dean may refer them back to the department for revision with a written statement of the reasons for non-acceptance.

(4) Once the department and the college have developed and reviewed the procedures and standards, they will be forwarded to the president or president's representative for review and approval to ensure that they are consistent with the mission and goals of the University and that they comply with this Agreement. If the president or president's representative determines that the recommended procedures and/or standards do not meet the missions and goals of the university or do not comply with this Agreement, the proposal shall be referred to the college for revision by the department with a written statement of reasons for non-approval.

(5) If, one year after the initiation of the process described in 10.3(b), procedures and standards acceptable to the dean and president or president's representative have not been approved by the department or unit, draft procedures and standards, committee and department votes, and comments from the employees, committee, and the dean shall be forwarded to the president or president's representative for consideration. The president or president's representative, shall, in conjunction with the dean and the department head, and in consideration of the opinions of the employees and of approved procedures and standards for other departments and units, develop and institute new department or unit standards. These standards shall remain in place until such time as new standards and procedures are developed and approved according to the procedure outlined in 10.3(b).

(6) Approved procedures, standards and revisions thereof 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 procedures for annual evaluation.

(7) Review of annual procedures and standards must occur on a regular basis and must be completed no later than five (5) years after the adoption or most recent review of those procedures and standards. The president or president's representative, the dean, and/or a majority of the tenured employees in the department or unit may initiate the review of procedures and standards at any time. The process for reviewing a department or unit's procedures and standards shall be the same as the process for developing procedures and standards as described in 10.3(b). The effective date for any revisions shall be the start of the annual evaluation period that begins after the date the revisions are approved by the president or president's representative and the employees of the department/unit are so informed in writing.

(c) Sustained Performance Evaluations and Performance Improvement Plan.

(1) At the end of seven (7) years of tenured service, and each subsequent seven (7) year period, an employee's sustained performance will be evaluated by the department chair or unit head, as appropriate. This evaluation will consist of a review of the annual evaluations for that seven-year period. If the employee's performance is, on average, below satisfactory for that seven-year period in any area of assigned duties, then the employee must be issued a performance improvement plan. For each area of assigned duties, 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 evaluations in that area over the seven-year period and computing the numeric average. A value below 1.5 shall be considered below satisfactory performance in that area of assigned duties.

(2) A performance improvement plan shall be developed by the employee in concert with the supervisor and shall include specific measurable performance targets with target dates that must be completed in a period of three (3) years. The performance improvement plan shall be approved by the dean and the president or president's representative. The performance improvement plan shall address only those areas of the assignment for which performance was found to be below satisfactory, provided that the employee maintains satisfactory performance in other areas of assignment.

(3) When an employee has a performance improvement plan, the department chair or unit head will evaluate the employee's performance on the plan. The dean will also provide a separate evaluation of the employee's performance on the plan.

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

(5) 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 evaluation, which will be included in the evaluation file.

(d) Cumulative Progress Evaluations. All cumulative progress evaluations shall be completed during the same semester as the annual performance evaluation. Beginning with the second year of employment, an employee who is eligible for tenure and/or promotion to the rank of associate professor shall receive a cumulative progress evaluation, to inform the employee of his or her progress toward tenure and/or promotion. In subsequent years, such an employee shall receive a cumulative progress evaluation to inform the employee of his or her progress towards tenure. The cumulative progress evaluation is intended to provide assistance and counseling to candidates to help them to qualify themselves for tenure and/or promotion. Separate cumulative progress evaluations shall be provided by the tenured faculty members of the department/unit (excluding the chair/head and dean). For cumulative evaluations of progress towards promotion to professor, only tenured professors participate in

the tenured faculty member's evaluation. If the department or unit has fewer than three tenured faculty or tenured professors, as appropriate, the dean may increase the committee membership to three using tenured faculty or tenured professors, as appropriate, from other departments or units. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the cumulative progress evaluation which were not resolved in previous discussions with the evaluator.

10.4 Criteria.

(a) The annual performance evaluation shall be based upon the professional performance of assigned duties to include, where applicable:

(1) Teaching effectiveness, including effectiveness in presenting knowledge, information, and ideas by means or methods such as lecture, discussion, assignment and recitation, demonstration, laboratory exercise, practical experience, and direct consultation with students. The evaluation shall include consideration of effectiveness in imparting knowledge and skills, and effectiveness in stimulating students' critical thinking and/or creative abilities, the development or revision of curriculum and course structure, effective student performance evaluation procedures, and adherence to accepted standards of professional behavior in meeting responsibilities to students. The learning objectives of each course, the means of assessing learning objectives, and the actual outcomes of the assessment should be assessed as part of the teaching performance. The evaluator may take into account class notes, syllabi, student exams and assignments, and any other materials relevant to the employee's teaching assignment. The teaching evaluation must take into account any relevant materials submitted by the employee, including the results of peer evaluations of teaching, and may not be based primarily on student evaluations when this additional information has been made available to the evaluator.

(2) Contribution to the discovery of new knowledge, development of new educational techniques, and other forms of creative activity. Evidence of research and other creative activity shall include, but not be limited to, published books; articles and papers in professional refereed journals; musical compositions, paintings, sculpture; works of performing art; papers presented at meetings of professional societies; funded grant activities; and research and creative activity that has resulted in publication, display, or performance. The evaluation shall include consideration of the employee's research quality and productivity during the evaluation period, other creative programs and contributions, and recognition by the academic or professional community.

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

(4) Participation in the governance processes of the University through significant service on committees, councils, and senates, beyond that associated with the expected responsibility to participate in the

governance of the University through participation in regular departmental or college meetings.

(5) Other assigned University duties, such as attending commencement ceremonies, advising, counseling, supervision of interns, and academic administration, or as described in a position description, if any, of the position held by the employee.

(6) All summer activities for which an employee receives compensation from the university shall be reported and shall be evaluated according to the criteria set forth in section 10.4(a). An employee may report activities related to the areas of assignment that are performed during times that the employee is not compensated by the university; if reported upon, these activities shall be evaluated.

(b) Sustained Performance Evaluations.

(1) The sustained performance evaluation shall be based upon a review by the department chair or unit head, every seven (7) years, of the prior seven (7) years' annual evaluations, including all areas addressed in the annual evaluations.

(2) Where there is a performance improvement plan for an employee, adherence to that plan, including targets and target deadlines, will be the sole criteria for the performance improvement plan evaluation.

(c) Cumulative Progress Evaluations.

(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) If 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.

10.5 Proficiency in Spoken English

(a) 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) For non-tenured employees found to be deficient in the oral use of English as set forth in Section 10.5(a), the University shall provide, as needed, one or two month-long sessions with post-training evaluations administered through the Center for Multicultural and Multilingual Studies. Employees who require more than two sessions to speak English effectively will have to rely upon personal resources to correct this deficiency. Failure to correct the deficiencies may result in termination. This paragraph shall apply only during the first three years of employment.

10.6 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 process described in this Article, except for information relating to an employee's failure to participate in an employee assistance program consistent with the terms to which the employee and the president or president's representative have agreed.

ARTICLE 11 ***EVALUATION FILE***

11.1 Policy. There shall be one (1) evaluation file containing a dated copy of all documents used in the evaluation process, other than evaluations for tenure and/or promotion. When evaluations and other personnel decisions are made, other than for tenure and/or promotion, the only documents which may be used are those contained in that file. Such documents shall be placed in the evaluation file within a reasonable time after receipt by the custodian of the file.

11.2 Access. An employee may examine the evaluation file, upon reasonable advance notice, during the regular business hours of the office in which the file is kept, normally within the same business day as the employee requests to see it, and under such conditions as are necessary to insure its integrity and safekeeping. Upon request, an employee may paginate with successive whole numbers the materials in the file, and may attach a concise statement in response to any item therein. Upon request, an employee is entitled to one (1) 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. A person designated by the employee may examine that employee's evaluation file with the written authorization of the employee concerned, and subject to the same limitations on access that are 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. In the event a grievance is filed, the University, UFF grievance representatives, the arbitrator, and the grievant shall have the right to use, in the grievance proceedings, copies of materials from the grievant's evaluation file.

11.5 Anonymous Material. There shall be no anonymous material in the evaluation file except for 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 of the comments obtained in the same course must be included.

11.6 Peer Committee Evaluations. Evaluative materials, or summaries thereof, prepared by peer committees as part of a regular evaluation system, may be placed in an evaluation file when signed by a representative of the committee.

11.7 Removal of Contents. Materials shown to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance.

11.8 Limited Access Information. Pursuant to Florida Statute 1012.91, information reflecting academic evaluation of employee performance shall be available for inspection only by the employee, the employee's representative, University officials who use the information in carrying out their responsibilities, peer committees responsible for evaluating employee performance, those investigating the possibility of discrimination or retaliation, arbitrators or others engaged by the parties to resolve disputes, and others by court order. However, such limited access status shall not apply to summary data, by course, for the common "core" items contained in student course evaluations, which have been selected as such by the University and made available to the public on a regular basis.

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.

(a) All employees, except those described in (b), (c), (d), and (e) below are entitled to the following written notice if they will not be offered further appointment:

(1) For employees in their first two (2) years of continuous University service, one full semester (or its equivalent, 19.5 weeks, for employees appointed for more than an academic year);

(2) For employees with two (2) or more years of continuous University service, notice will be given by May 7 if employment will not be renewed after the next academic year (e.g., notice given by May 7, 2008 means no appointment in the 2009-2010 academic year).

(3) The provision of notice under this section does not provide rights to a summer appointment beyond those provided in Article 8. Summer is not a semester for purposes of this Section.

(b) Employees in Academic and Professional (A&P) positions who will not be offered further appointment are entitled to written notice depending on their length of continuous University service, as follows:

(1) With less than six months continuous university service, two weeks;

(2) With six or more months but less than one year of continuous university service, one month;

(3) With one year or longer but less than two years of continuous university service, three months;

(4) With two or more years of continuous university service, six months.

(c) Employees who are on multiyear appointments are entitled to the following written notices:

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

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

(ii) will not be given another appointment.

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

(d) Employees who are on "soft money" (e.g., contracts and grants, sponsored research funds, and grants and donations trust funds) are entitled to the following written notice if they will not be offered further appointment:

(1) For employees in their first five (5) years of continuous University service, no notice need be provided and the following statement shall be included in their employment agreements:

“Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required.”;

(2) For employees who had five (5) or more years of continuous University service as of June 30, 1991, one year;

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

(e) Employees who are appointed for less than one (1) academic year, who are appointed to a visiting appointment, or who are employed in an auxiliary entity are not entitled to notice that they will not be offered further appointment, and the following statement shall be included in their employment agreements:

"Your employment under this contract will cease on the date indicated. No further notice of cessation of employment is required."

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

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

12.4 Non-Reappointment Considerations. If the decision not to reappoint was based solely upon adverse financial circumstances, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs, or functions, and/or curtailment or abolition of one or more programs or functions, the University shall take the following actions:

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

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

12.5 Resignation. An employee who wishes to resign has the professional obligation, when possible, to provide the University with sufficient notice to avoid scheduling and classroom disruptions or, where the employee does not have an instructional assignment, one full semester's notice. Upon resignation, all consideration for tenure and reappointment shall cease.

12.6 Notice Document. Notice of appointment and non-reappointment shall not be contained in the same document.

ARTICLE 13

LAYOFF AND RECALL

13.1 Layoff Notification.

(a) Layoff. When a layoff is to occur 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; the University shall notify the local UFF Chapter and the UFF state office no less than thirty (30) days prior to taking such action. UFF may request a consultation with the president or president's representatives pursuant to Article 2 during this period to discuss the layoff.

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

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

(a) No tenured 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 (5) years of continuous University service shall be laid off if there are any such employees with five (5) years or less service.

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

(d) Where employees are equally qualified under (a) or (b) above, those employees 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.

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

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

13.3 Alternative/Equivalent Employment. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-off employees within the University 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 (2) 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 (6) months' notice for employees with an assignment greater than an academic year). Employees who have received notice of layoff shall be afforded the recall rights granted under Section 13.5. 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 recall rights; the expiration of recall rights; a statement of appeal/grievance rights and applicable dates for filing; and a statement that the employee is encouraged to view the University Vacancy listing and instructions on how to access it.

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 fixed renewable 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 fixed renewable 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 (15) 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

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 (90) days following the layoff.

13.6 Limitations. The provisions of Sections 13.2 through 13.5 of this Agreement shall not apply to those employees described in Sections 12.2(a)(3), (b), and (c), and in 8.4(e).

ARTICLE 14

PROMOTION PROCEDURE

14.1 Policy.

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

(b) 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 Fall 2006 or Spring 2007 will receive their first cumulative progress evaluation in Spring 2008. 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. 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. Associate professors eligible for promotion to full professor may, at their option and upon written request, be similarly apprised of their progress toward promotion.

14.2 Criteria.

(a) Promotion decisions shall be a result of meritorious performance and shall be based upon established criteria specified in writing by the University. All affected employees shall be given 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 (1) 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 its promotion criteria which may exist at the University, college/school, or department/unit level to ensure that such criteria are consistent with each other and that they comport with the mission of the University and its various academic units.

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

14.3 Procedures.

(a) The only documents which may be considered in making promotion recommendations are those contained or referenced in the promotion file. The provisions of Article 11 of this Agreement shall apply to the contents of the promotion file. It shall be the responsibility of the employee to see that the file is complete. Prior to the consideration of the employee's promotion, the employee shall have the right to review the contents of the promotion file and may attach a brief response to any material therein. If any material is added to the file after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her receipt of the added material. The file shall not be forwarded until either the employee submits a response or until the second five (5) day period expires, whichever occurs first. If a document that is not part of the promotion file is considered, then, prior to the committee's decision, it shall be added to the promotion file and the procedures for notifying the employee described in this section shall be followed.

(b) Recommendations 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). Cumulative progress evaluations for an employee seeking promotion to Professor or equivalent rank are not required to be included in the promotion file.

14.4 Notice of Denial. If any employee is denied promotion, the employee shall be notified in writing by the appropriate administrative official, within ten (10) days or as soon as possible thereafter, of that decision. Upon written request by an employee within twenty (20) days of the employee's receipt of such decision, the University shall provide the employee with a written statement of the reasons why the promotion was denied.

ARTICLE 15

TENURE

15.1 Eligibility. Employees with the rank of Associate Professor and Professor shall be eligible for tenure. Tenure shall be in a department/unit or other appropriate administrative 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. An employee's written request for early tenure consideration is subject to the University's written agreement.

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

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

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

15.3 Criteria for Tenure.

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

- (1) annual performance evaluations;
- (2) the needs of the department/unit, college/unit, and

University;

(3) the contributions of the employee to the employee's academic unit (program, department/unit, college/unit); and

(4) the contributions the employee is expected to make to the institution.

(b) The University shall give a copy of the criteria for tenure to employees eligible for tenure, and, beginning with the second year of employment, each such employee shall be apprised in writing once each year of

the employee's progress toward tenure. For example, employees hired Fall 2006 or Spring 2007 will receive their first cumulative progress evaluation in Spring 2008. The appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for tenure. The employee may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the tenure appraisal which were not resolved in previous discussions with the evaluator.

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

15.4 Modification of Criteria.

(a) **Modifying Criteria.** The University may modify the criteria for tenure so long as the local UFF Chapter has been notified 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 (1) 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 (4) years of tenure-earning credit as of the date on which the tenure criteria are adopted under Section 15.4(a), above, the employee shall be evaluated for tenure under the criteria as they existed prior to modification unless the employee notified the university at least thirty (30) days prior to commencement of the tenure consideration that he/she chooses to be evaluated under the newly adopted criteria.

15.5 Recommendations and Procedures.

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

(b) If any material is added to the file after the commencement of consideration, a copy shall be sent to the employee within five (5) days (by personal delivery or by mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her receipt of the added material. The file shall not be forwarded until either the employee submits a response or until the second five (5)-day period expires, whichever occurs first. The only documents which may be considered in making a tenure recommendation are those contained or referenced in the tenure file. If a document that is not part of the tenure file is considered, then, prior to the committee's decision, it shall be added to the tenure file 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 president or president'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 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 Section 17.4.

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

DISCIPLINARY ACTION AND JOB ABANDONMENT

16.1 Just Cause.

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

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

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

16.2 Progressive Discipline. Both parties endorse the principle of progressive discipline as applied to professionals.

16.3 Notice of Intent.

(a) **Suspension or Termination.** When the president or president's representative has reason to believe that a suspension or termination should be imposed, the president or president's representative shall provide the employee with a written notice of the proposed action and the reasons therefore. Such notice shall be sent via certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained. The employee shall be given ten (10) days to respond in writing to the president or president's representative before the proposed action is taken. The president or president's representative then may issue a notice of disciplinary action under Section 16.4.

The employee has a right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action. No notice of disciplinary action shall be retained in the employee's evaluation file if no disciplinary action is taken.

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

16.4 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 such notices shall be sent via certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

16.5 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 in advance of the effective

date of such termination, except that in cases where the president or representative determines that an employee's actions adversely affect the functioning of the University or jeopardize the safety or welfare of the employee, colleagues, or students, the president or representative may give less than six months notice.

16.6 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. Counseling, including recommendations for participation in an Employee Assistance Program, shall not be considered disciplinary action.

16.7 Job Abandonment.

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

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

16.8 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.

ARTICLE 17
LEAVES

17.1 Requests for a Leave or Extension of Leave of One (1) Semester or More.

(a) For a leave of one (1) semester or more, an employee shall make a written request not less than 120 days prior to the beginning of the proposed leave, if practicable.

(b) For an extension of a leave of one (1) semester or more, an employee shall make a written request not less than sixty (60) days before the end of the leave, if practicable.

(c) The University shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.

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

(e) An employee's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of the FMLA and its implementing regulations as discussed in Section 17.6.

17.2 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. The return from FMLA leave shall be governed by the FMLA and its implementing regulations, as discussed in Section 17.6.

17.3 Accrual During Leave with Pay. An employee shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical or professional development programs. If an employee is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the employee shall accrue leave in proportion to the pay status.

17.4 Tenure Credit During Periods of Leave. Semester(s) during which an employee is on compensated or uncompensated leave shall be creditable for the purpose of determining eligibility for tenure except by mutual agreement of the employee and the University. Time spent on family and medical, parental, administrative, or military leave, whether paid or unpaid, shall not be tenure-earning unless otherwise mutually agreed to by the employee and the president or president's representative in writing at the time such leave begins. Upon return from military leave, an employee may request that the time spent on military leave be tenure-earning, which request must be granted by the president or president's representative. Time spent on paid or unpaid leave for any purpose not otherwise listed herein shall be tenure-earning unless otherwise mutually agreed to by the employee and the president or president's representative in writing at the time such leave begins.

17.5 Holidays.

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

(b) Supervisors are encouraged not to require an employee to perform duties on holidays; however, an employee required to perform duties on holidays shall have the employee's schedule adjusted to provide equivalent time off, up to a maximum of eight (8) hours for each holiday worked.

(c) If an employee who has performed duties on a holiday terminates employment prior to being given time off, the employee shall be paid,

upon termination, for the holiday hours worked within the previous twelve (12) month period.

17.6 Family and Medical Leave Act (FMLA) Entitlements.

(a) The Family and Medical Leave Act of 1993 (“FMLA”) is the common name for the Federal law providing eligible employees an entitlement of up to four hundred and eighty (480) hours of leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the employee to take leave without pay; where University policies permit, employees may use accrued leave with pay during any qualifying family or medical leave. 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.

(b) Implementation of FMLA Leave Entitlements.

(1) An employee, whether salaried or paid from Other Personal Services (OPS), is entitled to four hundred and eighty (480) hours of FMLA leave within a twelve (12) month period for any qualifying family or medical leave.

(2) Pursuant to Fla. Admin. Code R 6C-5.920(13), a salaried employee is entitled to a parental leave for up to six (6) months in accordance with the provisions of Section 17.7, for a birth or adoption of the employee’s child. If an eligible employee elects to take Parental Leave, up to four hundred and eighty (480) hours of such leave may be counted against that employee’s FMLA entitlement.

(c) Accounting for the Use of FMLA Leave in a Twelve-Month Period.

(1) The fiscal year (July 1 - June 30) shall be the designated twelve (12)-month period in which to count the use of up to four hundred and eighty (480) hours of FMLA leave.

(2) An eligible employee’s entitlement to leave for a birth or placement for adoption or foster care expires at the end of a twelve (12) month period beginning on the date of the birth or placement of the child.

(d) Use and Approval of FMLA Leave.

(1) The University shall approve FMLA leave for an eligible employee as long as the reasons for absence qualify under the FMLA and the employee has not exhausted the employee’s four hundred and eighty (480) hours within the appropriate 12-month period for such leave. The employee may request FMLA leave as accrued leave, leave without pay, or a combination of both.

(2) The University may require that the employee use accrued leave with pay prior to requesting leave without pay for four hundred and eighty (480) hours (12 work weeks) of FMLA leave. Requiring the use of paid

leave shall be applied consistently and may not be used merely to exhaust the employee's leave balance in order to prohibit the use of paid leave while on leave without pay as provided for in Section 17.11(e).

(3) To request FMLA leave, the employee must submit a Medical or Parental Leave Request Form and a UCF Medical Certification Form. After the president or representative has acquired knowledge that the leave is being taken for an FMLA required reason, the president or representative shall within two business days, absent extenuating circumstances, notify the employee of the period of FMLA leave to be granted, including the date of return to employment. If the notice is oral, it shall be confirmed in writing no later than the following payday (unless the payday is less than one week after the oral notice, in which case the notice must be no later than the subsequent payday).

(e) Medical Certification.

(1) The University requires that an employee provide a UCF Medical Certification Form from a health care provider for FMLA leave when taken for the serious health condition of the employee or the employee's family member.

(2) The UCF Medical Certification Form is required to affirm the employee's ability to return to work and perform one or more of the essential functions of the job within the meaning of the Americans with Disabilities Act (ADA), after being absent on FMLA leave.

(f) Return to Position. Upon return from FMLA leave, the employee shall be returned to the same or equivalent position in the same class and work location, including the same shift or equivalent schedule, unless the University and the employee agree in writing to other conditions and terms under which such leave is to be granted.

(g) Continuation of Benefits. The use of FMLA leave by eligible employees shall neither enhance nor decrease any rights or benefits normally accrued to salaried employees during a leave with pay or any rights or benefits normally accrued during a leave without pay.

(h) If any provision of Section 17.6 (FMLA) is inconsistent with or in contravention of the Family Medical Leave Act of 1993, Public Law 103-3, or the Family and Medical Leave Act Regulations, 29 CFR Part 825, or any subsequently enacted legislation, then such provision shall be superseded by the laws or regulations referenced above, except to the extent that the collective bargaining agreement or any employee benefit program or plan provides greater family or medical leave rights to an eligible employee.

17.7 Parental Leave.

(a) An employee shall be granted a parental leave not to exceed six (6) months when the employee becomes a biological parent or a child is placed in the employee's home pending adoption; foster care is not covered under parental

leave but is provided through the FMLA provisions in accordance with Section 17.6.

(b) The period of parental leave will normally begin no sooner than two (2) weeks prior to the date of the child's expected arrival.

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

(d) When the employee is the child's biological parent:

(1) the employee shall be permitted to use accrued sick leave for two weeks prior to the anticipated delivery date and six weeks after the delivery date for vaginal delivery or eight weeks after the delivery date for delivery other than vaginal provided that a UCF Medical Certification Form has been provided that states that the employee cannot work or the employee is needed to assist the biological mother with basic medical or personal needs, safety, transportation, or to provide psychological support;

(2) use of additional sick leave, beyond that provided for in the preceding paragraph, shall be permitted as necessary for the health of the employee or child if a UCF Medical Certification Form has been provided that states that the employee cannot work or the employee is needed to assist the biological mother with basic medical or personal needs, safety, transportation, or to provide psychological support; and

(e) When the employee is not the child's biological parent, parental leave shall normally be leave without pay; however, use of accrued sick leave shall be granted when a UCF Medical Certification Form has been provided that states that the child has a serious health condition or state that the employee is needed to provide basic medical or personal needs, safety, transportation, or to provide psychological support. For adoption, documentation is also required to show that the child has been placed in the employee's home.

(f) If the employee normally has an instructional assignment then, at the request of the employee and with the permission of the employee's supervisor:

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

(2) the parental leave may be structured to begin at the start of academic semester during which the child is expected to arrive.

(3) When an employee has exhausted parental leave and has used their FMLA entitlement prior to the end of the semester in which the child was born, an unpaid personal leave of absence may be granted until the end of the semester. A Leave of Absence Request Form is required for a Personal Leave of Absence. While on an unpaid personal leave, the employee may be required to pay the full premium cost for health and life insurance.

(g) Following the submission of a Medical or Parental Leave Request Form and a UCF Medical Certification Form, the president or representative shall acknowledge to the employee in writing the period of leave to be granted, that such leave counts against the employee's unused FMLA entitlements in accordance with Section 17.6 of this Agreement, and the date of return to employment.

(h) At the end of the approved parental leave and at the employee's request, the president or representative shall grant part-time leave without pay for a period not to exceed one (1) year from the child's birth or placement of the child, unless the president or representative determines that granting such leave would be inconsistent with the best interests of the University.

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

(j) Upon agreement between the employee and the University, intermittent FMLA leave or a reduced work schedule may be approved for the birth of the employee's child or placement of a child with the employee for adoption in accordance with Section 17.6.

(k) The employee must provide a UCF Medical Certification Form or a UCF Intent to Return to Work Form and Medical Release Form when returning to work within eight (8) weeks after delivering a child. The Certificate or Release must state that she is physically fit to return to work at the end of the leave.

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

(a) Sick Leave.

(1) Accrual of Sick Leave.

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

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

c. An employee appointed under Other Personal Services (OPS) shall not accrue sick leave.

(2) Uses of Sick Leave.

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

b. Sick leave shall be authorized for the following:

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

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

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

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

c. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the State shall not be counted unless the employee is scheduled to perform services on such days. During any seven (7) day period, the maximum number of days of sick leave charged against any employee shall be five (5).

d. An employee who requires the use of sick leave should notify the supervisor as soon as practicable.

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

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

duties, the president or representative may place the employee on compulsory leave under the conditions set forth in Section 17.8(c).

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

(5) Payment for Unused Sick Leave.

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

b. An employee who was hired on or before January 6, 2003, has completed ten (10) or more years of State and/or University service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with State government, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, and separates from State government because of retirement for other than disability reasons, termination, or death, shall be compensated for the employee's unused sick leave in accordance with the terms of Section 110.122, Florida Statutes, at the employee's current regular hourly rate of pay for one-eighth of all unused sick leave accrued prior to October 1, 1973, plus one-fourth of all unused sick leave accrued on or after October 1, 1973; provided that one-fourth of the unused sick leave since 1973 does not exceed 480 hours.

c. An employee who was hired on or after January 7, 2003, has completed ten (10) or more years of University service, has not been found guilty of or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with state government, or has not been found guilty by a court of competent jurisdiction of having violated any state law against or prohibiting strikes by public employees, and separates from employment because of non-disability retirement, termination, or death shall be compensated for the employee's unused sick leave in accordance with the terms of Section 110.112, Florida Statutes, at the employee's most recent regular hourly rate of pay for one fourth of all unused sick leave, provided that one fourth of the unused accrued sick leave does not exceed 480 hours.

d. Upon layoff, an employee with ten (10) or more years of State service shall be paid for unused sick leave in accord with the criteria described in paragraphs (b) and (c) above, unless the employee requests in writing that unused sick leave be retained pending re-employment. For an employee who is re-employed by the University within twelve (12) calendar months following layoff, all unused sick leave shall be restored to the employee, provided the employee requests such action in writing and repays the full amount of any lump sum leave payments received at the time of layoff. An employee who is not re-employed within twelve (12) calendar months following layoff shall be paid for sick leave in accordance with Section 110.122, Florida Statutes.

e. All payments for unused sick leave authorized by Section 110.122, Florida Statutes, shall be made in lump sum and shall not be used in determining the average final compensation of an employee in any State administered retirement system. An employee shall not be carried on the payroll

beyond the last official day of employment, except that an employee who is unable to perform duties because of a disability may be continued on the payroll until all sick leave is exhausted.

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

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

(b) Job-Related Illness/injury.

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

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

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

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

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

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

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

(c) Compulsory Leave.

(1) Placing Employee on Compulsory Leave.

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

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

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

(2) Conditions of Compulsory Leave.

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

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

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

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

(4) Failure to Complete Conditions of Compulsory Leave or Inability to Return to Work. If the employee fails to fulfill the terms and conditions of a compulsory leave and/or is unable to return to work and perform assigned duties at the end of a leave period, the president or representative should advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based upon the University's needs:

a. offer the employee part-time employment;

b. place the employee in leave without pay status in accordance with Section 17.11 or extend such status;

c. request the employee's resignation; or

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

17.9 Annual Leave.

(a) Accrual of Annual Leave.

(1) Full-time employees appointed for more than nine (9) months, except employees on academic year appointments, shall accrue annual leave at the rate of 6.769 hours biweekly or 14.667 hours per month (or a number of hours that is directly proportionate to the number of days worked during less than a full-pay period for full-time employees), and the hours accrued shall be credited at the conclusion of each pay period or, upon termination, at the effective date of termination. Employees may accrue annual leave in excess of the year end maximum during a calendar year. Employees with accrued annual leave in excess of the year end maximum as of December 31, shall have any excess converted to post October 1, 1973 sick leave on an hour-for-hour basis on January 1 of each year.

(2) Part-time employees appointed for more than nine (9) months, except employees on academic year appointments, shall accrue annual leave at a rate directly proportionate to the percent of time employed.

(3) Academic year employees, employees appointed for less than nine (9) months, and OPS employees shall not accrue annual leave.

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

(b) Use and Transfer of Annual Leave.

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

(2) Upon re-employment with the University within 100 days, except for re-employment after layoff (see (c)(3), below), the employee may choose to reinstate their annual leave balance by repaying the full lump-sum annual leave payment received.

(3) An employee may transfer into an annual leave accruing position up to forty-four (44) days of unused leave accrued in the University classification and pay plan in which previously employed, provided the employee has not received payment for such leave and no more than thirty-one (31) days have elapsed between jobs.

(4) When an annual leave accruing employee moves to a position in State government, the transfer of leave shall be governed by the rules of the plan to which the employee is transferring. Should all unused leave not be transferable, up to forty-four days (352 hours) of the remaining balance shall be

paid in lump sum, effective the last day of University employment, without affecting other leave benefits.

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

(c) Payment for Unused Annual Leave.

(1) Upon termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year contract, and unless the employee requests the option in (2) below, the University shall pay the employee for up to forty-four days (352 hours) of unused annual leave at the calendar year rate the employee was accruing as of the employee's last day of work, provided that a determination has been made by the president or representative that the employee was unable to reduce the unused annual leave balance prior to termination or reassignment to an academic year contract. All unused annual leave in excess of forty-four days (352 hours) shall be transferred to the employee's sick leave.

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

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

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

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

17.10 Administrative Leaves.

(a) Jury Duty and Court Appearances.

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

(2) An appearance as an expert witness for which an employee receives professional compensation falls under Article 19 and the University's policies and rules relative to outside employment/conflict of interest. Such an appearance may necessitate the employee requesting annual leave or, if a non-annual leave accruing employee, may necessitate the employee seeking an adjustment of the work schedule.

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

(4) An employee involved in personal litigation during work hours must request annual leave or, if a non-annual leave accruing employee, must seek an adjustment to the work schedule.

(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 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 seventeen (17) work days in any one (1) federal fiscal year (October 1 - September 30).

(2) **National Guard State Service.** An employee who is a member of the Florida National Guard shall be granted leave with pay on all days when ordered to active service by the State. Such leave with pay shall not exceed thirty (30) days at any one time.

(3) Other Military Leave.

a. An employee, except an employee who is employed in a temporary position or employed on a temporary basis, who is drafted, who volunteers for active military service, or who is ordered to active duty (not active duty training) shall be granted leave in accordance with Chapter 43 of Title 38, United States Code. Active military service includes active duty with any branch of the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard of the State of Florida, or other service as provided in Sections 115.08 and 115.09, Florida Statutes.

b. Such leave of absence shall be verified by official orders or appropriate military certification. The first thirty (30) days of such leave shall be with full-pay and shall not affect an employee's annual or sick

leave balance. The remainder of military leave shall be without pay unless the employee elects to use accumulated annual leave or appropriate leave as provided in (4) below, or the employer exercises its option under Section 115.14, Florida Statutes, to supplement the employee's military pay. Leave payment for the first thirty (30) days shall be made only upon receipt of evidence from appropriate military authority that thirty (30) days of military service have been completed.

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

d. Use of accrued leave is authorized during a military leave without pay in accordance with Section 17.11.

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

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

(1) Florida Disaster Volunteer Leave is provided by Section 110.120, Florida Statutes, for an employee who is a certified disaster service volunteer of the American Red Cross. Leave of absence with pay for not more than fifteen (15) working days in the fiscal year may be provided upon request of the American Red Cross and the employee's supervisor's approval. Leave granted under this act shall be only for services related to a disaster occurring within the boundaries of the State of Florida.

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

(3) Athletic competition leave is provided by Section 110.118, Florida Statutes, for an employee who is a group leader, coach, official, or athlete who is a member of the official delegation of the United States team for athletic competition. Such paid leave not affecting leave balances shall be granted for the purpose of preparing for and engaging in the competition for the period of the official training camp and competition, not to exceed 30 days in a calendar year.

(4) Leave for re-examination or treatment with respect to service-connected disability is provided by Section 110.119, Florida Statutes, for an employee who has such rating by the United State Department of Veterans Affairs and has been scheduled to be reexamined or treated for the disability. Upon presentation of written confirmation of having been so scheduled, such leave not affecting the employee's leave balances shall be approved and shall not exceed six (6) calendar days in any calendar year.

(e) Official Emergency Closings. The president or president's representative may close the University, or portions of the University in accordance with University policies and rules relating to natural disasters or other emergencies. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing shall not reduce employees' leave balances.

17.11 Leave Without Pay.

(a) Granting. Upon request of an employee, the president or representative shall grant a leave without pay for a period not to exceed one year unless the president or representative determines that granting such leave would be inconsistent with the best interests of the University. Such leave may be extended upon mutual agreement.

(b) Salary Adjustment. The salary of an employee returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. While on such leave, an employee shall be eligible to participate in any special salary incentive programs such as the Teaching Incentive Program.

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

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

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

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

a. Notwithstanding the provisions of Section 17.8(a)(2) regarding the use of sick leave, an employee may use any type of accrued leave in an amount necessary to cover the employee's contribution to the State insurance program and other expenses incurred by the employee during an approved period of leave without pay for parental, foster care, medical, or military reasons.

b. Normally the use of accrued leave during a period of leave without pay for parental or medical reasons shall be approved for up to six (6) months, but may be approved for up to one year for the serious health condition of the employee or a member of the employee's immediate family.

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

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

ARTICLE 18

INVENTIONS AND WORKS

18.1 University Authority and Responsibilities. The University is authorized to establish rules and procedures regarding patents, copyrights, and trademarks consistent with federal and state law. Such rules and procedures shall be consistent with the terms of this Article.

18.2 Definitions. The following definitions shall apply in Article 18:

(a) A "work" includes but is not limited to any copyrightable material, such as printed material, computer software or databases, audio and visual material, circuit diagrams, drawings, lectures, compositions (e.g., written, musical, dramatic), choreographic works, and pictorial or graphic works. Instructional technology material is included in this definition.

(b) An "invention" includes any discovery, process, composition of matter, article of manufacture, know-how, design, model, technological development, strain, variety, culture of any organism, or portion, modification, translation, computer software or databases, or extension of these items, and any mark used in connection with these items. Instructional technology material is included in this definition.

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

(d) "University support" includes the use of University funds, personnel, facilities, equipment, materials, or technological information, and

includes such support provided by other public or private organizations when it is arranged, administered, or controlled by the University.

18.3 Works.

(a) **Independent Efforts.** A work made in the course of independent efforts is the property of the employee, who has the right to determine the disposition of such work and the revenue derived from it. The employee shall provide documentation to substantiate his or her independent efforts. As used in this Section, the term "independent efforts" means that:

- (1) the ideas came from the employee;
- (2) the work was made without the use of appreciable University support; and
- (3) the University is not responsible for any opinions expressed in the work.

(b) **University-Supported Efforts.** A work that is created with the use of University support as defined in 18.2(d) is the property of the University, and the employee shall share in the proceeds therefrom. For example, ITV or Web-based courses developed with University resources use a team of technical support experts and faculty to develop materials and software used in the course. Accordingly, the University maintains the right of ownership to such software and materials. These materials may be licensed by mutual agreement between the University and the employee(s) who developed the materials.

(c) **Exceptions.** The University shall not assert rights to the following works:

- (1) Those works for which the intended purpose is to disseminate the results of academic research or scholarly study, such as books, articles, electronic and digital media; and
- (2) Works developed without the use of appreciable University support and used solely for the purpose of instruction.
- (3) The intellectual content developed by faculty for ITV and Web-based courses.

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

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

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

(3) Within one-hundred twenty (120) days after such disclosure, the president or president's representative will inform the employee

whether the University seeks an interest in the work, and a written agreement shall thereafter be negotiated to reflect the interests of both parties, including provisions relating to the equities of the employee and the allocation of proceeds resulting from such work. Allocation of proceeds/royalties shall be made in accordance with the University's policy on copyrights and patents. The agreement will also include provisions relating to the creation, use, and revision of such works by the University or the employee, as well as provisions relating to the use or revision of such works by persons other than the University or employee. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors.

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

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

18.4 Inventions.

(a) Independent Efforts. All inventions made outside the field or discipline in which the employee is employed by the University, and for which no University support has been used, are the property of the employee, who has the right to determine the disposition of such work and revenue derived from such work. The employee and the president or president's representative may agree that the patent for such invention be pursued by the University and the proceeds shared.

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

(c) Private or Industrially Sponsored Efforts. Except in unusual cases, inventions developed in the course of privately or industrially sponsored research are the property of the University. The sponsor may be accorded the first option to negotiate an exclusive license, in which case the term of exclusivity and the compensation shall be negotiated at the time the invention or discovery is made or under the provisions of the University's policy on copyrights and patents. If the sponsor exercises this option, the University retains royalty-free license rights to use the invention or discovery for its own purposes.

(d) Disclosure/University Review.

(1) An employee shall fully and completely disclose to the president or president's representative all inventions that the employee develops or discovers while an employee of the University, together with an outline of the project and the conditions under which it was done.

(2) The president or president's representative 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 president or president's representative shall inform the employee of the University's decision regarding the University's interest in the invention within a reasonable time, not to exceed 120 days from the date of the disclosure to the president or president's representative.

(4) 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. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring contractors. Faculty that have a significant role or equity position in companies that license university intellectual property waive their University distribution.

(5) 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.

(e) Release of Rights.

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

(2) Prior to making a patent application, at any stage of the patent process, or in the commercial application of an invention, if the University has not otherwise assigned to a third party the right to pursue its interests, the president or president'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. The invention shall be the employee's property and any costs already incurred by the University or on its behalf shall not be assessed against the employee.

(3) All assignments or releases of inventions, including patent rights, by the president or president's 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.

(f) University Policy.

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

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

18.5 Outside Activity.

(a) Although an employee may, in accordance with Article 19, Conflict of Interest or Commitment and Outside Activity, engage in outside activity, including employment pursuant to a consulting agreement, any requirement that an employee waive the University's rights to any University-supported work as defined in Section 18.3(b), or inventions that arise during the course of such outside activity shall not be entered into unless specifically approved by the president or president's representative, in writing, prior to the start of such outside activity.

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

ARTICLE 19

CONFLICT OF INTEREST OR COMMITMENT/OUTSIDE ACTIVITY

19.1 Policy.

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

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

(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 activity, whether compensated or uncompensated, which 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 which interferes with the full performance of the employee's professional or institutional responsibilities or obligations.

(c) "Conflict of Commitment" shall mean:

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

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

19.3 Conflicts of Interest/Commitment Prohibited. Conflicts of interest and commitment, including those arising from University or outside activities, are prohibited. Employees are responsible for resolving such conflicts of interest or commitment, working in conjunction with their supervisors and other University officials.

19.4 Report of Outside Activity/Financial Interest.

(a) An employee who proposes to engage in outside activity, including but not limited to one that the employee should reasonably conclude may create a conflict of interest or commitment or proposes to hold a financial interest that may create a conflict of interest, shall report on a form provided by the University to the employee's supervisor the details of such proposed activity or financial interest prior to engaging therein. Employment at other institutions of higher learning can create a conflict of interest or commitment. If the employee participates in more than one outside activity or holds more than one financial interest, separate forms for the various activities and interests should be completed.

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

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

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

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

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

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

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

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

19.5 Expedited Grievance Procedure.

(a) In the event the proposed outside activity is determined to constitute a conflict of interest or commitment, and the employee disagrees with that determination, the employee may file a grievance under the expedited grievance procedure contained in Article 20.

(b) 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 rules.

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

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

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

ARTICLE 20

GRIEVANCE PROCEDURE AND ARBITRATION

20.1 Policy/Informal Resolution. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but 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 the grievances of employees as defined herein.

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

20.3 Definitions and Forms. As used herein:

(a) the term "grievance" shall mean a dispute filed on a form referenced in Section 20.3(c) concerning the interpretation or application of a specific term or provision 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) filed alleging that one or more violations of the Agreement have occurred at the University level.

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

upon the UFF. A grievance filed by the UFF which alleges a violation of its rights by the University shall be initiated at Step 2. 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.

(c) **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 UFF representative may sign such documents for the grievant; however, grievant's signature shall be provided prior to the Step 1 meeting or Step 2 review if filed directly at Step 2. The aforementioned grievance forms, as well as Appendix "H", may be filed by means of fax, United States mail, or any other recognized means of delivery.

20.4 Burden of Proof. In all grievances except disciplinary grievances in accordance with Article 16, Disciplinary Action and Job Abandonment, the burden of proof shall be on the employee. In disciplinary grievances, the burden of proof 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 this purpose the UFF shall have the right to have an observer present at all meetings called 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 annually 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 the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right during times outside of those hours scheduled for these activities to investigate, consult, and prepare grievance presentations and attend grievance hearings and meetings. Should any hearings or meetings with the president or president's 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) Step1 and Step 2 grievances shall be filed in the Office of Faculty Relations in Academic Affairs within thirty (30) days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. Thirty days shall be determined by the date stamped on the completed grievance form filed in the Office of Faculty Relations, or by the date of mailing as determined by the postmark. The grievant may amend the Appendix "C" form one time, either prior to the Step 1 meeting for all grievances filed at Step 1, or prior to the Step 2 review for all grievances filed directly at Step 2.

(2) An employee may seek redress of alleged salary discrimination by filing a grievance under the provisions of Article 20. An act or omission giving rise to such a grievance may be the employee's receipt of the employee's salary warrant for the first full-pay period in which the annual salary increases referenced in Article 23 are reflected.

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

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

(c) Postponement.

(1) The grievant may, in the written grievance at Step 1, request the postponement of any action in processing the grievance formally for a period of up to thirty (30) days, during which period efforts to resolve the grievance informally shall be made. The initial such request shall be granted. Upon the grievant's written request, additional extensions should be granted unless to do so would impede resolution of the grievance. Upon request, the president or president's representative shall, during the postponement period(s), arrange an informal meeting between the appropriate administrator and the grievant. The grievant shall have the right to representation by the UFF during attempts at informal resolution of the grievance. The grievant may, at any time, terminate the postponement period by giving written notice to the president or president's representative that the grievant wishes to proceed with the Step 1 meeting. If the postponement period, or any extension thereof, expires without such written notice, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.

(2) In the case of a grievance filed pursuant to the Expedited Grievance Procedure referenced in Section 20.15, the postponement period shall be no more than seven (7) days unless the employee and the university agree otherwise.

(d) Step 1.

(1) Meeting. The president or president's representative and the grievant and the grievant's representative shall meet no sooner than seven (7) and no later than fifteen (15) days following (a) receipt of the grievance if no postponement is requested, or (b) receipt of written notice that the grievant wishes to proceed with the Step 1 meeting. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance, and the grievant and/or the UFF representative or the grievant's legal counsel (if selected pursuant to Section 20.5), and the president or president's representative, shall discuss the grievance.

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

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

(e) Step 2

(1) Filing.

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

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

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

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

b. receipt of written notice that the grievant wishes to proceed with the Step 2 meeting. At the Step 2 meeting the grievant shall have the right to present evidence in support of the grievance, and the grievant and/or UFF representative or the grievant's legal counsel (if selected pursuant to Section 20.5) and the president or president's representative, shall discuss the grievance.

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

(f) Step 3 Arbitration.

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

postmark. The grievance may be withdrawn at any time by the grievant or by the UFF President or Director of Arbitrations at any point during Step 3. The parties shall stipulate to the issue(s) prior to the arbitration. In the event a stipulation is not reached, the parties shall proceed to a hearing on arbitrability pursuant to Section 20.8(f)(4).

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

(3) Authority of the Arbitrator.

a. The arbitrator shall neither add to, subtract from, modify, or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.

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

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

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

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

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

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

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

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

20.9 Filings and Notification. With the exception of Step 1 and Step 2 decisions, all documents required or permitted to be issued or filed pursuant to this

Article may be transmitted by fax, United States mail, or any other recognized delivery service (note: e-mail is not an acceptable form of delivery). Step 1 and Step 2 decisions shall be transmitted to the grievant's representative(s) by personal delivery with written documentation of receipt or by certified mail, return receipt requested. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in Section 17.5), the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

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

20.11 Processing.

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

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

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

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

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

20.15 Expedited Grievance Procedure for Conflict of Interest (Section 19.5).

(a) A grievance alleging a violation of Article 19 shall be heard at Step 1 by the president or president's representative no more than seven (7) days after it has been filed. The president or representative shall issue a Step 1 decision no more than 7 days after the Step 1 meeting.

(b) A request for review of the Step 1 decision shall be filed using Appendix "D", no more than seven (7) days following the receipt of the Step 1

decision. The Step 2 meeting shall be held no more than 7 days after the receipt of Appendix "D", and the Step 2 decision shall be issued no more than 7 days after the meeting.

(c) A request for arbitration using Appendix "E" shall be filed within fourteen (14) days after receipt of the Step 2 decision. An arbitrator shall be selected by the parties no more than fourteen (14) days following the receipt of the Appendix "E". The arbitrator shall issue a memorandum of decision within 7 days following the conclusion of the arbitration, to be followed by a written opinion and award in accordance with Section 20.8(f)(5).

(d) The parties shall establish a panel of three (3) experienced arbitrators to hear a grievance filed in accordance with this Section.

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

ARTICLE 21

OTHER EMPLOYEE RIGHTS

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

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

21.3 Safe Conditions. Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be

promptly investigated. The appropriate administrator shall reply to the concern, in writing, within fourteen (14) days of receipt, if the employee's concern is communicated in writing.

21.4 Limitation on Personal Liability.

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

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

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

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

21.6 Working Papers Rights. Consistent with law, the provisions of Article 18, and the legitimate interests of the University, employees shall have the right to control of their personal correspondence, notes, raw data, and other working papers.

21.7 Protection for Whistleblowers. Employees are notified that Section 112.3187, Florida Statutes, provides protection to whistleblowers and delineates their rights and responsibilities.

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

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

ARTICLE 22
SABBATICALS AND PROFESSIONAL DEVELOPMENT
PROGRAMS

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 such leaves may be provided in relation to an employee's years of service, they are not primarily a reward for service

(b) Types of Sabbaticals.

(1) Competitive Sabbaticals: Each year, each college shall make available at least one (1) sabbatical, either at full pay for one (1) semester or at three-fourths pay for one (1) academic year, for each thirty (30) tenured and tenure-earning employees, subject to the conditions of this Article. Standard rounding techniques shall be used to determine the total number of competitive sabbaticals to be made available in each college. (e.g., a college with 44 tenured or tenure-earning employees shall make 1 competitive sabbatical available. A college with 45 tenured or tenure-earning employees shall make 2 competitive sabbaticals available.)

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

(c) Eligibility for Sabbaticals.

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

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

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

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

(d) Sabbatical Availability & Eligibility of Employees Not in a College or in Small Colleges

(1) For the purposes of Section 22.1, "college" shall also mean the group of tenured and tenure-earning employees whose primary assignments are in an institute, center, other non-college unit, or college with fewer than twenty-five (25) tenured and tenure-earning employees.

(2) These employees shall be grouped together for purposes of calculating the number of available sabbaticals and for purposes of

ranking employees' applications. Sabbatical applications for these employees will be reviewed and ranked by the University Research Council, whose rankings will be finally reviewed by the president or president's representative. In all other respects, the application and selection process for these employees shall follow the provisions of Section 22.1(e).

(e) Application and Selection.

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

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

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

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

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

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

(7) The college committee shall review sabbatical applications and shall submit a ranked list of recommended employees to the dean or dean's representative.

(8) In ranking the applicants, 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. In ranking the applicants, committee members shall not disadvantage an applicant due to his/her academic discipline.

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

(10) In the event of an exceptional opportunity for an employee to participate in a prestigious academic award/activity for which deadlines prevent application during the normal application process, the dean may

award a sabbatical outside of the above defined process. All employee eligibility requirements must be met and all sabbatical terms defined below apply.

(f) Terms of Sabbatical Program.

(1) The employee must return to the University for at least one (1) academic year following participation in the program. If the employee fails to return to the University for at least two consecutive semesters (excluding summer) following participation in the program, salary and fringe benefits received during his/her participation in the program must be repaid to the University within 30 days of resignation or job abandonment.

(2) Within thirty (30) days after returning from a sabbatical, the employee must provide a brief written report to the college dean's office and his or her department that relates accomplishments during the sabbatical to the proposal submitted for that leave.

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

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

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

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

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

22.2 Professional Development Leave.

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

(b) Types of Professional Development Leave. Each year, the University will make available at least one (1) professional development leave either at full pay for one (1) semester or term or at three-fourths pay for one (1)

academic year, for each thirty (30) employees who are not tenured or tenure-earning, subject to the conditions set forth below.

(c) Eligibility for Professional Development Leave.

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

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

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

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

(d) Application and Selection.

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

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

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

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

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

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

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

(8) 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 previous professional development

leave. In ranking the applicants, committee members shall not disadvantage an applicant due to the academic discipline, function, or profession of the applicant.

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

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

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

(e) Terms of Professional Development Leave.

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

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

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

(4) Within thirty (30) days after returning from a professional development leave, the employee must provide a brief written report to the Faculty Relations Office and his or her department or unit that relates accomplishments during the professional development leave to the proposal submitted for that leave.

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

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

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

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

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

22.3 Other Study Leave.

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

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

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

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

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

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

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

ARTICLE 23
SALARIES
2010-2012

23.1 Policy. The parties of this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs and quality scholarship that is recognized nationally and internationally. To that end, the parties are committed to working

toward the common goals of the University of Central Florida. This policy statement is not subject to Article 20, Grievance Procedure.

23.2 Promotion Increases.

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

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

(2) To Associate Professor, Associate Scholar/Scientist/Engineer, and Associate University Librarian; and

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

(b) Promotion salary increases shall be effective on August 8, 2011 for promotion during 2011 and August 8, 2012 for promotion during 2012.

23.3 Across the Board Salary Increases. Effective August 8, 2010, each eligible employee shall receive a three percent (3.00%) increase in the employee's August 7, 2010, base rate of pay. An employee shall be eligible if the employee's most recent annual evaluation, if provided, was *Satisfactory* or above; the employee was in an employment relationship with the University prior to July 1, 2010; and the employee remains in his or her department/unit on the date that this MOU is ratified. Employees employed in 2009 and not evaluated shall be provided with an evaluation for that period and shall be eligible for the increase.

23.4 Fiscal Year 2011-2012. Should any systematic raise or raise pool be made available to any other group of University employees, the same systematic raise or raise pool shall be given to in-unit employees, excluding the performance unit plan.

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

(a) UCF-Teaching Incentive Program. The UCF-Teaching Incentive Program ("UCF-TIP") rewards teaching productivity and excellence. For each of the 2010-2011 and 2011-2012 years the University shall award up to forty (40) new UCF-TIP awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.

(b) UCF-Research Incentive Award program. The UCF-Research Incentive Award (“UCF-RIA”) program recognizes outstanding research, scholarly, or creative activity that advances the body of knowledge in a particular field. For each of the 2010-2011 and 2011-2012 years the University shall award up to twenty (20) new UCF-RIA awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.

(c) Scholarship of Teaching and Learning Program. The Scholarship of Teaching and Learning (SoTL) program recognizes success in research related to the scholarship of teaching and learning. For each of the 2010-2011 and 2011-2012 years, the University shall award up to ten (10) new SoTL awards in addition to recycled awards.

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

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

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

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

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

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

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

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

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

(c) Excellence Awards

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

(2) Each academic year, the University shall award Excellence in Undergraduate Teaching awards, one (1) University Award for

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

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

23.7 Salary Increases for Employees Funded by Contracts and Grants.

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

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

23.8 Administrative Discretion Increases. From August 8, 2010 through August 7, 2011, the University may provide Administrative Discretion Increases up to one percent (1%) of the total salary rate of employees who were in an employment relationship with the University on the 6th day of May, 2010. From August 8, 2011 through August 31, 2012, the University may provide Administrative Discretion Increases up to one percent (1%) of the total salary rate of employees who are in an employment relationship with the University on the 6th day of May, 2011. Any Administrative Discretion Increase provided to contract and grant (C&G) employees, any court-ordered or court-approved salary increase or any salary increase to settle a legitimate, broad-based employment dispute shall not be subject to the terms and limitations of this Section.

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

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

(c) The University's ability to provide Administrative Discretion Increases shall expire on August 31, 2012 and shall not become part of the status quo.

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

23.10 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.

23.11 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.

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

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

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

ARTICLE 24

BENEFITS

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

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

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

24.4 Benefits for Retired Employees.

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

- (1) Retired employee identification card;
- (2) Use of the University library (i.e., public rooms, lending and research service);
- (3) Listing in the University directory;
- (4) Placement on designated University mailing lists;
- (5) A University parking decal;
- (6) Use of University recreational facilities (retired

employees 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 the employee retired, subject to space availability; and

(9) University e-mail address.

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

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

24.5 Optional Retirement Program.

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

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

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

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

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

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

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

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

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

(d) The parties agree that the Optional Retirement Program and the Florida Retirement System are governed by Florida Statutes and regulations of the responsible division of state government. The parties agree to be bound by any changes in those statutes and regulations, regardless of whether such changes increase or decrease benefits to employees.

24.6 Phased Retirement Program.

(a) Eligibility.

(1) Employees who have accrued at least six (6) years of creditable service in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those employees referenced in 24.6(a)(2), are eligible to participate in the Phased Retirement Program. Such eligibility shall expire on the employee's 63rd birthday. Employees who decide to participate must provide written notice to the University of such decision prior to the expiration of their eligibility, or thereafter forfeit such eligibility. Employees who choose to participate must retire with an effective date not later than 180 days, nor less than ninety (90) days, after they submit such written notice, except that when the end of this 180-day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).

(2) Employees not eligible to participate in the Phased Retirement Program include those who have received notice of non-reappointment, layoff, or termination, and those who participate in the State's Deferred Retirement Option Program (DROP).

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

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

(2) **Re-employment.**

a. Prior to re-employment, participants in the Phased Retirement Program must remain off the State or University payroll for one (1) calendar month following the effective date of retirement in order to validate their retirement, as required by the Florida Division of Retirement. Participants must comply with the re-employment limitations that apply to the second through twelfth month of retirement, pursuant to the provisions of either

the Florida Retirement System (which includes ORP) or the Teachers Retirement System, as appropriate.

b. Participants shall be offered re-employment, in writing, by the University under an Other Personal Services (OPS) contract (NOTE: exceptions to this provision are described in Section 24.6(b)(13)) for one-half of the academic year, however, the University and employee may agree to less than one-half of the academic year. The written re-employment offer shall contain the text of Section 24.6(b)(3)d. below.

c. Compensation during the period of re-employment shall be at a salary proportional to the participant's salary prior to retirement, including an amount comparable to the pre-retirement employer contribution for health and life insurance and an allowance for any taxes associated with this amount. The assignment shall be scheduled within one (1) semester unless the participant and the University agree otherwise, beginning with the academic year next following the date of retirement and subject to the condition outlined in (3)a.

d. Participants shall notify the University in writing regarding acceptance or rejection of an offer of re-employment not later than thirty (30) days after the employee's receipt of the written re-employment offer. Failure to notify the University regarding re-employment may result in the employee's forfeiting re-employment for that academic year.

(3) Leave for Illness/Injury.

a. Each participant shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. For less than full-time appointments, the leave shall be credited on a pro-rata basis with the assigned FTE. This leave is to be used in increments of not less than four (4) hours (1/2 day) when the participant is unable to perform assigned duties as a result of illness or injury of the participant or a member of the participant's immediate family. For the purposes of this Section, immediate family shall include the participant's spouse, mother, father, brother, sister, natural, adopted, or stepchild; or other relative living in the participant's household.

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

(4) Personal Non-Medical Leave.

a. Each participant who was on a twelve (12)-month appointment upon entering the Phased Retirement Program and whose assignment during the period of re-employment is the same as that during the twelve (12)-month appointment shall be credited with five (5) days of leave with pay at the beginning of each full-time semester appointment. This leave is to be used in increments of not less than four (4) hours (1/2 day) for personal reasons unrelated to illness or injury. Except in the case of emergency, the employee shall provide at least two (2) days notice of the intended leave. Approval of the dates on which the employee wishes to take such leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental and organizational scheduling.

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

(5) Re-employment Period.

a. The period of re-employment obligation shall extend over five (5) consecutive academic years, beginning with the academic year next following the date of retirement. No further notice of cessation of employment is required.

b. The period of re-employment obligation shall not be shortened by the University, except under the provisions of Article 16 of the Agreement. During the period of re-employment, participants are to be treated, based on status at point of retirement, as tenured employees or non-tenure-earning employees with five (5) or more years of continuous service, as appropriate, for purposes of Sections 13.2(a) and (b) of the Agreement.

(6) Declining Re-employment.

a. A participant may decline an offer of re-employment during any academic year. However, the participant has a professional obligation to notify the University of such a decision sufficiently in advance of the participant's anticipated start date. Such a decision shall not extend the period of re-employment beyond the period described in Section 24.6(5)b. At the conclusion of the re-employment period, the university may, at its option, continue to re-employ participants in this program on a year-to-year basis.

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

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

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

(8) Preservation of Rights. Participants shall retain all rights, privileges, and benefits of employment, as provided in laws, rules, the

BOT-UFF Agreement, and University policies, subject to the conditions contained in this Article.

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

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

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

(12) OPS Exception. The provisions for re-employment on an OPS contract are in effect only for new PRP participants whose initial re-employment occurs during the 1992-93 academic year or thereafter.

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

24.7 Free University Courses for Employees. Full-time employees, including employees on sabbaticals or on professional development or grants-in-aid leave, may enroll for up to six (6) credit hours of instruction per term (Fall, Spring, or Summer) without payment of tuition and fees on a space-available basis. See Florida Administrative Code 6C7-3.0031.

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

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

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. It is understood that all such programs and deductions will 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 Policy. Pursuant to the provisions of Section 447.303, Florida Statutes, 2006, the Board and the UFF hereby agree to the following procedure for the deduction and remittance of the UFF membership dues and other UFF deductions.

26.2 Deductions.

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

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

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

26.3 Remittance.

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

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

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

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

26.4 Termination of Deduction.

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

(1) thirty (30) days written notice from the employee to the Board, the Human Resources office, and to the UFF revoking that employee's prior deduction authorization, or

(2) the transfer of the authorizing employee out of the bargaining unit.

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

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

26.6 Indemnification. The UFF assumes responsibility for (1) all claims against the Board, including the cost of defending such actions, arising from the Board's compliance with this Article, and for (2) all monies deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the Board excess monies received under this Article.

26.7 Exceptions. The Board will not deduct any UFF fines, penalties, or special assessments from the pay of any employee, nor is the Board obligated to provide more than two payroll deduction fields (effective January 13, 2005) for the purpose of making the deductions described in this Article.

26.8 Termination of Agreement. The Board's responsibilities under this Article shall terminate automatically upon (1) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.

ARTICLE 27
MAINTENANCE OF BENEFITS

No employee may be required or coerced to waive the benefits provided by the terms of this Agreement. No employee shall, as a result of the establishment of a level of rights or benefits in this Agreement, suffer a loss or diminution of any such rights or benefits for which otherwise eligible.

ARTICLE 28

MISCELLANEOUS PROVISIONS

28.1 No Strike or Lockout. The University agrees that there will be no lockout at the University during the term of this Agreement. The UFF agrees that there will be no strike by it or by any employees during the term of this Agreement.

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 the UFF. Further, if the University revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify the UFF of such new designation. Within ten (10) days following such notification, the UFF may request a meeting with the president or president's representative for the purpose of discussing the designation. If, following such discussion, the UFF disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.

(b) An employee 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.

28.3 Titles and Headings. The titles of articles and headings that precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.

ARTICLE 29

SEVERABILITY

29.1 Invalidation of a Provision of the Agreement.

(a) A provision of this Agreement shall be invalid and have no force or effect, if it:

- (1) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or
- (2) is rendered invalid by reason of subsequently enacted legislation, or
- (3) shall have the effect of a loss to the University of funds, property, or services made available through federal law, which loss of funds, property, or services would substantially impede the University's ability to provide a comprehensive program of teaching, research, and service, or
- (4) pursuant to Section 447.309(3), Florida Statutes, can take effect only upon the amendment of a law, rule, or regulation and the

governmental body having such amendatory powers fails to take appropriate legislative action.

(b) In such circumstances, however, the remainder of the Agreement shall continue in full force and effect.

29.2 Negotiations on Replacement Provisions. If a provision of this Agreement fails for reasons set forth in Section 29.1(a)(1), (2), or (3) above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

29.3 Effect of Passage of Law. Any provision of this Agreement that is contrary to law, but becomes legal during the term of this Agreement, shall be reinstated consistent with such legislation.

29.4 Legislative Action. The University and the UFF agree that neither will attempt to influence or support changes in existing statutes or legislation that would change the terms of this Agreement.

29.5 Authority. Except as set forth above, this Article is not intended to cede authority to any party to invalidate any provision of this Agreement.

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, 2012.

(b) Renegotiations for a successor agreement shall begin no later than January 1, 2012.

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

ARTICLE 31

TOTALITY OF AGREEMENT

31.1 Limitation. The Board and the UFF acknowledge that during the negotiations which resulted in the Agreement, the Board and the UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement,

and that it shall constitute the entire and sole Agreement between the parties for its duration.

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

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

ARTICLE 32 **DEFINITIONS**

As used in this Agreement, the term:

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

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

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

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

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

-- "continuous service" means employment uninterrupted by a break in service. For academic year employees (9- or 10-month employees), one year of continuous service is equivalent to the nine (9)- or ten (10)-month employment period.

-- "days" means calendar days.

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

- "employee" means a member of the bargaining unit.
- "equitable" means fair and reasonable under the circumstances.
- "fixed renewable appointment" means an appointment made for a period of two- to -five academic or calendar years that may be renewed in two- to five-year increments at the end of the contract period at the discretion of the University.
- "Florida Board of Governors" means the body established by Article IX, Section 7 of the Florida Constitution.
- "State University System" means the public universities of the State of Florida.
- "months" means calendar months.
- number: The singular includes the plural.
- "principal place of employment" means the campus location or other university site specified on the employee's standard employment contract.
- "semester" means one of the two approximately 19.5 week periods that together constitute the academic year.
- "supervisor" means an individual identified by the president or representative as having immediate administrative authority over bargaining unit employees.
- "UFF" means United Faculty of Florida.
- "University" or "University or representative" or "UCF" means the University of Central Florida Board of Trustees, the body established by Florida Statutes, 2004, Chapter 1001, acting through the president and its staff.
- "year" means a period of twelve (12) consecutive months.

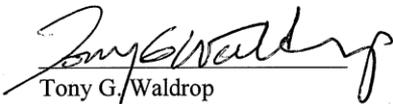
SIGNATURES

IN WITNESS THEREOF, the parties have set their signatures this 1st of February, 2011.

**FOR THE UNIVERSITY OF
CENTRAL FLORIDA
BOARD OF TRUSTEES:**



John C. Hitt
President

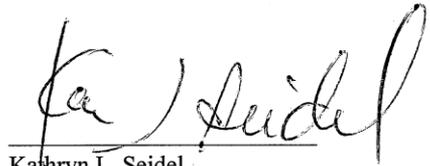


Tony G. Waldrop
Provost and Vice President

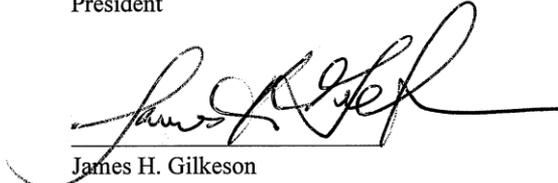


Michael Mattimore
Chief Negotiator

**FOR THE UNITED
FACULTY OF FLORIDA:**



Kathryn L. Seidel
President



James H. Gilkeson
Chief Negotiator

BARGAINING TEAM MEMBERS

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES

At the bargaining table

Michael Mattimore
Sherry Andrews
Michael D. Johnson

At large team members

Lyman A. Brodie
Diane Z. Chase
Youndy C. Cook
Lin Huff-Corzine
Stephen T. Holmes
Foard F. Jones
Charlie Piper

THE UNITED FACULTY OF FLORIDA

At the bargaining table

Barbara A. Fritzsche
James H. Gilkeson
Michael Jason Martin
Michael Moats
Stanley D. Smith
Beth Rapp Young

At large team members

Kathryn L. Seidel
Dawn Trouard

*Our profound thanks to many others for their
insights and comments during the bargaining process.*

APPENDICES

APPENDIX A

POSITION CLASSIFICATIONS IN THE BARGAINING UNIT

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

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

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

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

APPENDIX B

**UNITED FACULTY OF FLORIDA DUES CHECK-OFF
AUTHORIZATION FORM**

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

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

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

Date

Employee's Signature

Employee Identification Number

Name-printed

Department/Unit

College/Area

APPENDIX C

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

GRIEVANCE FORM – STEP 1

(Deliver to Faculty Relations – Millican Hall 338)

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

Delivered by (check one):

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

GRIEVANT

**GRIEVANCE REPRESENTATIVE
(if elected by grievant as per Section III)**

NAME: _____

NAME: _____

MAILING ADDRESS: _____

MAILING ADDRESS: _____

COLLEGE: _____

COLLEGE: _____

DEPARTMENT: _____

DEPARTMENT: _____

OFFICE PHONE: _____

OFFICE PHONE: _____

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

II. GRIEVANCE

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

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

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

III. AUTHORIZATION

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

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

APPENDIX D

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

GRIEVANCE FORM – STEP 2

(Deliver to Faculty Relations – Millican Hall 338)

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

Delivered by (check one):

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

GRIEVANT

**GRIEVANCE REPRESENTATIVE
(if elected by grievant as per Section III)**

NAME: _____

NAME: _____

MAILING ADDRESS: _____

MAILING ADDRESS: _____

COLLEGE: _____

COLLEGE: _____

DEPARTMENT: _____

DEPARTMENT: _____

OFFICE PHONE: _____

OFFICE PHONE: _____

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

II. PLEASE MARK AND COMPLETE APPROPRIATE SECTION BELOW:

_____ REQUEST FOR REVIEW OF STEP 1 DECISION

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

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

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

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

_____ **INITIAL GRIEVANCE IS BEING FILED AT STEP 2 LEVEL**

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

GRIEVANCE

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

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

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

III. AUTHORIZATION

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

_____ UFF _____
_____ Legal Counsel _____
_____ Myself _____

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

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

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

APPENDIX E

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

NOTICE OF ARBITRATION

The United Faculty of Florida hereby gives notice of its intent to proceed to 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 the Office of Faculty Relations, Academic Affairs on _____ by (check one):

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

Date of receipt by Faculty Relations: _____

Signature of UFF President or Director of Arbitrations

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

Signature of Grievant

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

APPENDIX F

**EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE
FORM**

PART 1: STATEMENT OF DISPUTE

Grievant's Name

Department

Grievant's Address

Person Making Assignment

Date Assignment Made

Beginning Date of Assignment

I believe the assignment was arbitrarily or unreasonably imposed because:

Grievant's Signature

UFF Grievance Representative's Signature

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

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

APPENDIX F

**EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE
FORM**

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

Date Filed

Receipt Acknowledged by Individual Making
Assignment or Representative

Date of Meeting

_____ The assignment was not arbitrarily or unreasonably imposed

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

Signature of Person making the assignment

Date of Decision

APPENDIX F

**EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE
FORM**

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

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

Grievant's Signature

Date of Receipt

UFF Grievance Representative Receipt

Acknowledged by
Dean or Dean's Representative

Date of Conference

___ The assignment was not arbitrarily or unreasonably imposed:

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

Dean or Dean's Representative

Date of Decision

APPENDIX F

**EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE
FORM**

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

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

Grievant's Signature

Date of Receipt by President's Representative

UFF Grievance Representative

Receipt Acknowledged by
President's Representative

APPENDIX F

**EXCLUSIVE ASSIGNMENT DISPUTE RESOLUTION GRIEVANCE
FORM**

PART 4: MEDIATOR'S DECISION

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

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

Suggested Remedy (Optional):

UFF Grievance Representative's Signature

Grievant's Signature

Mediator's Signature

Date Decision Issued

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