

---

## ARTICLE 3

### UFF PRIVILEGES *(changes proposed for TA on March 19, 2020, with an expected ratification date: April 23, 2020)*

**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.

### 3.2 Communications.

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

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

### 3.3 Leave of Absence – Union Activity.

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

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

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

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

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

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

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

### 3.4 Released Time.

(a) The University agrees to provide released time each calendar year to full-time employees designated by the UFF for the purpose of carrying out the UFF's obligations in collective bargaining negotiations, contract enforcement and grievance representation. The Parties shall

take coordinated action to facilitate an adequate and mutually convenient bargaining schedule. A maximum of five units of released time shall be granted during each spring and fall semester and four units in each summer session.

~~For the 2019 summer session, four units of released time shall be granted. For the 2019-2020 fall and spring semester, six units of released time shall be granted.~~ The UFF may designate employees to receive released time during the year subject to the following conditions:

(1) A maximum of three released time units per semester shall be granted to employees in any one college. No more than one employee per department shall receive course releases.

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

(3) Notwithstanding the provisions of section 3.4(a)(1) above, for the 2020 summer C term, four units of released time shall be offered to employees in one college. This alteration in the number of released time units allowable in a single college is for the 2020 summer session only and shall not constitute a precedent for any purpose hereafter.

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

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

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

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

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

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

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

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

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

## ARTICLE 17

### LEAVES (ratification date: April 23, 2020)

**17.1 Leaves.** There are various types of leave that the university offers. Employees are responsible for completing all necessary paperwork, informing their supervisors of their leave request, and meeting deadlines before and after the leave. An absence without approved leave or extension of leave shall subject the employee to the provisions of the Discipline Article 16. 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. When an employee is absent with a serious health condition and wishes to request FMLA protection or is absent more than 10 days due to illness or injury, a Medical or Parental Leave Request Form and a UCF Medical Certification Form must be submitted to Human Resources as soon as practicable. When an employee's illness/injury may be covered by the Americans with Disabilities Act ([ADA](#)), the provisions of [Public Law 101-336ADA](#) shall apply.

#### ~~17.2 Requests for (a) Leave or Extension of Leave of One Semester or More.~~

- ~~(a) For a leave of one semester or more, an employee shall make a written request not less than 120 days prior to the beginning of the proposed leave, if practicable.~~
- ~~(b) For an extension of a leave of one semester or more, an employee shall make a written request not less than sixty days before the end of the leave, if practicable.~~
- ~~(c) The University shall approve or deny such request in writing not later than thirty days after receipt of the request.~~

~~**17.3 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.~~

**17.4 ) Accrual During Leave with PayLeaves.** An employee shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in sabbatical or professional development programs. If an employee is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the employee shall accrue leave in proportion to their pay status. Employees who are on leave without pay will not accrue leave.

#### **17.5 (b) Holidays.**

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

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

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

## **17.6 Holidays.**

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

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

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

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

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

~~17.2) An employee shall be entitled to observe all UCF designated holidays. No classes or examinations shall be scheduled on holidays. Classes not held because of a holiday shall not be rescheduled.~~

~~(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 hours for each holiday worked.~~

## **17.7 Family and Medical Leave Act (FMLA) Entitlements.** The Family and Medical Leave Act of 1993 ("FMLA")

~~(<https://www.dol.gov/whd/fmla/>) is the common name for the federal law providing eligible employees an entitlement of up to twelve weeks (480 hours) of continuous or intermittent leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the employee to take leave without pay; where University policies permit, employees may use accrued leave with pay during any qualifying family or medical leave. Employees are entitled to use FMLA in accordance with law and University policies. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through the FMLA.~~

~~17.8 Modified Instructional Duties (MID) in case of birth or adoption. Employees who elect the MID are ineligible for Paid Parental Leave. Once a modified plan is agreed to by the employee and his or her supervisor, it shall be reviewed by the dean or vice president. The dean or vice president shall either approve the modified work plan, or work in collaboration with the supervisor and employee to try to reach an acceptable solution. If the employee normally has an instructional assignment, then, after consultation with the employee, the supervisor shall determine that the:~~

- ~~(a) assignment be changed to a non-instructional assignment for the academic semester during which the child is expected to arrive; or~~
- ~~(b) employee's work schedule may be altered.~~

~~17.9 Parental Leave Options. The University provides the following leave options when an employee becomes a biological parent, a child is placed for adoption in the employee's home, or the employee becomes the legal guardian of a child. Modified Instructional Duties are not available for an employee on paid or unpaid parental leave as defined in this section.~~

~~(a) **Paid Parental Leave.** Paid parental leave may be used no more than twice during the employee's employment at the University. If both parents are employees of the University, only one parent may request paid parental leave under this program for each qualifying event (birth or adoption).~~

~~(1) **Eligibility.** An employee must be employed on at least a 0.75 FTE line before s/he is eligible to apply for this benefit. This program does not apply to individuals on a temporary, a term limited, or a visiting appointment. Furthermore, employees on soft money shall be eligible to the extent that such benefits are permitted by the terms of the contract or grant, the ability to meet a grantor's deliverables, the rules of the funding agency, and adequate funds are available.~~

~~(2) **Paid Parental Leave Request.** Participation in paid parental leave is contingent upon execution of a signed agreement. An employee shall request the use of paid parental leave in writing and sign a written agreement detailing the terms of the paid parental leave. These forms must be completed no later than three months prior to the anticipated beginning of the leave and the leave must occur no later than a semester immediately following the birth or adoption event. A shorter notice period may be permitted on a case-by-case basis, for good cause and/or special circumstances at the discretion of the university's representative. Paid parental leave is separate from, but may run concurrent with, medical or FMLA leave.~~

~~(3) **Commitment to Return.** The employee must agree in writing to return to University employment for at least one academic year following participation in the program or reimburse UCF within 60 days. This time does not include time awarded for a sabbatical or other type of leave. For example, it would be possible for a nine-month employee to take a sabbatical and then opt for the paid parental leave program. In that case, the employee would need to return to active university service for one year for each of the programs; in this example, two academic years.~~

~~(4) **Repayment and Reimbursement.** Repayment of salary, retirement, benefits, and expenses received during paid parental leave shall be required in those instances where payments are made in the absence of a signed agreement by the employee, or when the employee fails to comply with the terms of the program. An employee who makes use of paid parental leave and who remains in University employment for at least one academic year (calendar year for non-instructional faculty) following participation in the parental leave program shall have the total number of hours used deducted from the employee's sick leave and/or annual leave balance (with sick leave being deducted first) that the employee has remaining at the time of separation from the University, or upon transferring between an annual leave and non-annual leave accruing contract.~~

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

~~(6) **Duration of paid parental leave.**~~

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

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

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

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

~~(b) **Unpaid Parental Leave.**~~

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

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

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

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

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

#### **17.10 Sick Leave.**

##### **(a) Accrual of Sick Leave.**

(1) A full-time employee shall accrue four 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 a less than a full-pay period, without limitation as to the total number of hours that may be accrued.

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

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

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

(2) Sick leave shall be authorized for the following:

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

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

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

d. 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.

(3) A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. For this purpose, Saturdays, Sundays, and official holidays observed by the State shall not be counted unless the employee is scheduled to work on such days. During any seven-day period, the maximum number of days of sick leave charged against any employee shall be five days, or 40 hours.

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

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

(c) **Certification.** If an employee's absence or request for absence or absence exceeds four consecutive days, or if a pattern of absence is documented, the University may require an employee to furnish certification signed by an attending health care provider 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, and which shall be paid for by the University. If the medical certification indicates that the employee is unable to perform assigned duties, the university's representative may place the employee on [compulsory recovery](#) leave under the conditions set forth in that Section.

**(d) Payment for Unused Sick Leave.**

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

(2) An eligible employee who has completed ten or more years of University service, has not been found guilty or has not admitted to being guilty of committing, aiding, or abetting any embezzlement, theft, or bribery in connection with University service, or has not been found guilty by a court of competent jurisdiction of having violated any State law against or prohibiting strikes by public employees, and separates from the University because of retirement for other than disability reasons, termination, or death, shall be compensated for the employee's unused sick leave at the employee's current regular hourly rate of pay for one-fourth of all unused sick leave accrued provided that one-fourth of the unused sick leave does not exceed 480 hours.

(3) An eligible employee with ten or more years of University service shall be paid for unused sick leave as indicated above. For an employee who is re-employed by the University within twelve 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.

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

(5) 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.

(6) 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.

**17.113 Job-Related Illness/injury.**

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

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

(1) The employee may elect to use accrued 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

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

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

(d) If, at the end of the leave period, the employee is unable to return to work and perform assigned duties, the University's representative shall advise the employee, as appropriate, of the Florida Retirement System's disability provisions and application process, and may, based

upon a current medical certification by a health care provider prescribed in accordance with Chapter 440 (Worker's Compensation), Florida Statutes, and taking the University's needs into account:

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

#### **17.12 Compulsory Leave.**

##### **~~(a) Placing Employee on Compulsory Leave.~~**

~~(1) If an employee is perceived to be unable to perform assigned duties due to illness/injury, medical certification, the president or representative may require the employee to submit to a medical examination, the results of which shall be released to the University, by a health care provider chosen and paid by the University, or by a health care provider chosen and paid by the employee who is also acceptable to the president or representative. Such health care provider shall submit the appropriate medical certification(s) to the University.~~

~~(2) 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.~~

~~(3) 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.~~

##### **~~(b) Conditions of Compulsory Leave.~~**

~~(1) 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.~~

~~(2) 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 this Article.~~

~~(3) 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.~~

~~(c) **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.~~

~~(d) **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:~~

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

#### **17.13 Annual Leave.**

(a) **Accrual of Annual Leave.** Academic year employees and employees appointed for less than nine months shall not accrue annual leave.

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

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

(b) **Use and Transfer of Annual Leave.**

(1) Annual leave shall be accrued before being taken. All requests for annual leave shall be submitted by the employee to the supervisor as far in advance as possible. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the supervisor and shall be subject to the consideration of departmental/unit and organizational scheduling.

(c) **Payment for Unused Annual Leave.**

(1) Prior to termination from an annual leave accruing contract, or transfer from an annual leave accruing contract to an academic year contract, the university's representative shall determine whether the employee has the ability to reduce their accrued annual leave balance prior to termination or reassignment to an academic year contract. If the employee does not have the opportunity to reduce the balance, the University shall pay the employee for up to forty-four days (352 hours) of unused annual leave. Payment of the accrued annual leave shall be at the employee's last rate of pay under which they were paid in the annual leave accruing position. All unused annual leave in excess of forty-four days (352 hours) shall be forfeit.

(2) 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.

**17.1417.5 Family and Medical Leave Act (FMLA) Entitlements.** The Family and Medical Leave Act of 1993 ("FMLA") (<https://www.dol.gov/whd/fmla/>) is the common name for the federal law providing eligible employees an entitlement of up to twelve workweeks (i.e., 480 hours) of continuous leave or up to 480 hours of intermittent leave without pay for qualified family or medical reasons during a one-year period. This Act entitles the employee to take leave without pay; where University policies permit, employees may use accrued leave with pay at their discretion during any qualifying family or medical leave. Employees are entitled to use FMLA in accordance with law and University policy. The failure to list, define, or specify any particular provision or portion of the FMLA in this Agreement shall in no way constitute a waiver of any of the rights or benefits conferred to the employer or the employee through the FMLA.

**17.6 Modified Instructional Duties (MID) in case of birth or adoption.** Employees who elect the MID are ineligible for Paid Parental Leave. If the employee normally has an instructional assignment, then, after consultation with the employee, the supervisor shall determine that the:

- (a) assignment be changed to a non-instructional assignment for the academic semester during which the child is expected to arrive; or
- (b) employee's work schedule may be altered.

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

**e**

(a) **Paid Parental Leave.** Paid parental leave may be used no more than twice during the employee's employment at the University. If both parents are employees of the University, only one parent may request paid parental leave under this program for each qualifying event (birth or adoption).

(1) Eligibility. An employee must be employed on at least a 0.75 FTE line before s/he is eligible to apply for this benefit. This program does not apply to individuals on a temporary, a term limited, or a visiting appointment. Furthermore, employees on soft money shall be eligible to the extent that such benefits are permitted by the terms of the contract or grant, the ability to meet a grantor's deliverables, the rules of the funding agency, and adequate funds are available.

(2) Paid Parental Leave Request. Participation in paid parental leave is contingent upon execution of a signed agreement. An employee shall request the use of paid parental leave in writing and sign a written agreement detailing the terms of the paid parental leave. These forms must be completed no later than three months prior to the anticipated beginning of the leave and the leave must occur no later than a semester immediately following the birth or adoption event. A shorter notice period may be permitted on a case-by-case basis, for good cause and/or special circumstances at the discretion of the university's representative. Paid parental leave is separate from, but may run concurrent with, medical or FMLA leave.

(3) Commitment to Return. The employee must agree in writing to return to University employment for at least one academic year following participation in the program or reimburse UCF within 60 days. This time does not include time awarded for a sabbatical or other type of leave. For example, it would be possible for a nine-month employee to take a sabbatical and then opt for the paid parental leave program. In that case, the employee would need to return to active university service for one year for each of the programs; in this example, two academic years.

(4) Repayment and Reimbursement. Repayment of salary, retirement, benefits, and expenses received during paid parental leave shall be required in those instances where payments are made in the absence of a signed agreement by the employee, or when the employee fails to comply with the terms of the program. An employee who makes use of paid parental leave and who remains in University employment for at least one academic year (calendar year for non-instructional faculty) following participation in the parental leave program shall have the total number of hours used deducted from the employee's sick leave and/or annual leave balance (with sick leave being deducted first) that the employee has remaining at the time of separation from the University, or upon transferring between an annual leave and non-annual leave accruing contract.

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

(6) Duration of paid parental leave.

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

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

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

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

(b) **Unpaid Parental Leave.**

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

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

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

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

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

## **17.8—Administrative Leaves.**

### **~~(a) Jury Duty and Court Appearances.~~**

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

~~(2) An appearance as an expert witness for which an employee receives professional compensation falls under the Conflict of Interest/Commitment Article 19 and the University's policies and regulations relative to outside employment/conflict of interest. Such an appearance may require the employee to request annual leave or, if a non-annual leave accruing employee, may request a modified work schedule.~~

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

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

### **~~(b) Military Leave.~~**

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

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

~~(3) Other Military Leave.~~

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

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

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

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

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

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

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

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

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

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

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

#### **17.15 Leave Without Pay.**

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

(b) **Salary Adjustment.** The salary of an employee returning from uncompensated leave shall be adjusted to reflect all non-discretionary increases distributed during the period of leave. Such leave will not affect eligibility to participate in any special salary incentive programs such as the Research Incentive Award.

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

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

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

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

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

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

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

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

#### **17.9 Administrative Leaves.**

**(a) Jury Duty and Court Appearances.**

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

(2) An appearance as an expert witness for which an employee receives professional compensation falls under the Conflict of Interest/Commitment Article 19 and the University's policies and regulations relative to outside employment/conflict of interest. [Such an](#)

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

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

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

**(b) Military Leave.**

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

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

**(3) Other Military Leave.**

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

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

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

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

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

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

e

(e) **Official University Closings.** The University's representative may close the University, or portions of the University, in accordance with University policies and regulations relating to natural disasters or other emergencies. Such closings will be only for the period it takes to restore normal working conditions. Leave resulting from such an emergency closing shall not reduce employees' leave balances and should be recorded as administrative (ADM) leave. University closures that cause leave-earning employees to miss regularly scheduled assigned

time (such as office hours, departmental meeting, etc.) shall be reported by the employee after such an event as ADM in accordance with UCF's timekeeping procedures.

### **17.10 Recovery Leave.**

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

#### **(a) Placing Employee on Recovery Leave.**

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

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

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

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

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

d. Before the employee is seen by the medical health professional, the University must provide a written statement for the health care provider of its objective justifiable suspicion based on specific facts or circumstances that an employee is reasonably unable to perform the essential functions of his/her job as a result of a serious medical condition or disability.

e. If the fitness for duty examination establishes that the employee is unable to perform the essential functions of his or her job, the university representative shall place the employee on recovery leave. Otherwise, the employee's paid administrative leave shall end, and the employee shall return to their assigned duties to the extent practical.

#### **(b) Conditions of Recovery Leave.**

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

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

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

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

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

## ARTICLE 18

### **INVENTIONS AND WORKS** (ratification date: April 23, 2020)

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

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

(a) A "Work" means, in accordance with Title 17 of the U.S. Code, any original work of authorship that is or may be subject to copyright. Work includes but is not limited to printed material (such as books, articles, memoranda, and texts), computer software or databases, audio and visual material, circuit diagrams, architectural and engineering drawings, lectures, compositions (e.g., written, musical, and/or dramatic), motion pictures, multimedia works, web pages, sound recordings, choreographic works, and pictorial or graphic illustrations or displays, and any creative expression of a Trademark used in connection with these items. Instructional Technology Material is included in this definition.

(b) An "Invention" ~~shall include (i) means~~ any discovery; ~~process;~~ composition of matter; ~~article of manufacture;~~ know-how; ~~design;~~ model; ~~computer software or database;~~ technological development; ~~biological material, strain, variety, or culture of any organism;~~ or portion, modification, translation, ~~computer software or databases,~~ or extension of these items which is or may be patentable or otherwise protected under Title 35 of the United States Code, ~~or that is or may be protected as a Trade Secret, under the Florida Trade Secrets Act, Ch. 688, Fla. Stat.;~~ or any ~~similar act of another State, as may be relevant,~~ (ii) ~~any novel variety of plant that is or may be patentable or otherwise protected under the Plant Variety Protection Act (7 U.S.C. §2321 et seq.),~~ (iii) ~~any Trademark, and/or~~ (iv) ~~any directly related know-how used in connection with these items. Instructional Technology Material which is or may be patentable is included in this definition.~~

~~(c) "Instructional Technology Material" includes video and audio recordings or transmissions, motion pictures, films, slides, photographic and other similar visual materials, electronic and digital media, computer programs, programmed instructional materials, web pages,~~

electronic, electro-mechanical, or solid-state physics-based equipment, three dimensional materials and exhibits, and combinations of the above, which are prepared or produced in whole or in part by an employee and that are used for instruction. All distance and distributed learning courses and/or modules are included in this definition.

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

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

### 18.3 Works.

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

- (1) the ideas came from the employee;
- (2) the Work was made without the use of ~~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, Web-based courses developed with University resources use a team of technical support experts and faculty members to develop materials and software used in the course. Accordingly, the University maintains the right of ownership to such software and materials. These materials may be licensed by mutual agreement between the University and the employee(s) who developed the materials.~~ A Work not made in the course of Independent Creative Efforts is the property of the University and is hereby assigned to the University by the employee(s), and the creating employee(s) shall share in any proceeds therefrom.

~~(c) Exceptions. The (1) Notwithstanding the above,~~

(a) the University shall not assert ownership rights to the following Works:

(1) These 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/or creative efforts.

(2) Works (b) the University shall not assert ownership rights to Works developed without the use of appreciable University Support and used solely for the purpose of assisting or enhancing the employee's instructional assignment. Examples include case studies, textbooks, laboratory manuals and class notes produced in connection with regular scheduled courses of instruction, regardless of the modality.

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

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

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

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

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

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

(c) Disclosure/University Review.

(1) Upon the creation of a Work and prior to any publication, the employee shall disclose to the ~~president or president's~~University's representative any Work ~~that was not~~ made in the course of ~~University-supported efforts~~Independent Creative Effort, 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~~University's representative shall assess the relative equities of the employee and the University in the Work.

(3) Within ~~one-hundred twenty (120)~~ninety days after such disclosure, the ~~president or president's~~University'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/or 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 terms or commitments to outside sponsoring contractors or agencies.

(4) The employee shall assist the University in obtaining releases from persons appearing in, or giving financial or creative support to, the development or use of these Works in which the University asserts an interest, ~~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. Employees will execute any and all necessary documents to affirm, publicly formalize, and record the transfer of all rights to the University or to University of Central Florida Research Foundation ("UCFRF").

(ed) Outside Activity. An employee may, in accordance with Article 19, the Conflict of Interest or Commitment and Outside Activity Article, engage in outside activity, including employment pursuant to a consulting agreement.

~~(1) 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.~~

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

(e) Transfer of copyright to the employee. When copyright is owned by the University in accordance with the provisions of this Article, the originating employee of the Work may request of the Vice President of Research that ownership be transferred to the employee. Such request shall be granted if it does not:

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

## **18.4 Inventions.**

### **(a) Independent Inventive Efforts.**

## **~~18.4 Inventions.~~**

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

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

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

(d) Outside Activity. An employee may, in accordance with ~~Article 19, the~~ Conflict of Interest or Commitment and Outside Activity ~~Article~~, engage in outside activity, including employment pursuant to a consulting agreement. All Inventions arising from authorized Outside Activity and outside of the field or discipline ~~of the employee are the property of the employee, subject to the following conditions: of the employee are the property of the employee.~~ However, any requirement that the employee waive the University's rights to any Inventions which arise during the course of such activity must be approved in writing by the University's representative. Employees who propose to engage in such Outside Activity shall furnish a copy of Article 18 and the University's Patent, Trademarks, and Trade Secrets Regulation to the outside employer/party prior to the time an agreement is signed or, if there is no written agreement, before the Outside Activity/employment begins. Employees are not authorized and do not possess necessary ownership to waive University rights, and any such waiver is deemed void unless specifically authorized by the Vice President of Research or designee.

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

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

~~(3)~~(1) Undisclosed Outside Activity is considered unauthorized.

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

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

(e) Disclosure/University Review. Employees are required to disclose all Inventions ~~owned by the resulting from~~ University-Supported Efforts and all Inventions resulting from any Outside Activity within the field or discipline ~~(field)~~ of the inventing employee. It is the policy of the University that, in general, research results should be publishable; publication of such results in appropriate venues is encouraged. However, if the publication of research results may reveal an Invention in which the University has an interest, employees should seek advice on how and when to publish the results in order that potential patent rights for the Invention are not compromised. That is, upon the making of an Invention and prior to any publication or public disclosure, employees shall promptly and fully disclose to the Vice President of Research & Commercialization any Invention described in 18.4(b). Any delay in publication resulting from seeking such advice shall be minimized, but in any event shall not exceed ~~420~~ninety days from the date of presentation of the proposed publication.

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

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

(3) The Vice President for Research ~~and Commercialization~~ shall inform the employee of the University's decision regarding the University's interest in the Invention within a reasonable time, not to exceed ~~420~~ninety days from the date of the disclosure.

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

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

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

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

(f) Release of Rights.

(1) In the event a sponsored research contractor has been offered the option to apply for the patent to an Invention or other rights in an Invention, the University will obtain the contractor's decision regarding the exercise of such rights within ~~420~~ninety days, or within the time provided in the sponsored research agreement.

(2) Prior to making a patent application, at any stage of the patent process, or in the commercial application of an Invention, if the University has not otherwise assigned to a third party the right to pursue its interests, the ~~president or president's~~University's representative may elect to waive the University's rights to the patent, or withdraw from further involvement in the protection or commercial application of the Invention. At the request of the employee in such case, the University shall transfer the Invention rights to the employee. The, subject to third party rights, if applicable. After ownership transfer to an employee, the Invention shall be the employee's property and any costs already incurred by the University or on its behalf shall not be assessed against the employee.

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

(g) University Policy.

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

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

## ARTICLE 23

**SALARIES** (changes proposed for TA on March 19, 2020, with an expected ratification date: April 23, 2020)

### 23.1 Promotion Increases.

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

(b) Following ratification of this document, future promotion salary increases shall be granted on August 8 following that promotion in an amount equal to 10.0% of the employee's salary as of August 7 in recognition of promotion to one of the following ranks: Professor, Senior Instructor, Senior Lecturer, Scholar/Scientist/Engineer, University Librarian, and Senior Instructional Designer.

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

### 23.3 Other Increases.

(a) Across-the Board Salary Increases. Effective August 23, 2019 for the 2018-2019 (distributed on pay date 9/13/2019) year, each eligible employee shall receive a two percent (2.0%) increase to the employee's base salary. This increase will be calculated using the employee's salary as of August 23, 2019. An employee shall be eligible if the employee's most recent annual evaluation, if provided, was Satisfactory or above; the employee was in an employment relationship (not OPS) with the University prior to January 11, 2019; and the employee remains in a continual employment relationship at the date of implementation. Employees employed in 2017-18 that meet the above qualifications and were not evaluated shall be provided with an evaluation for the period and shall be eligible for the increase.

(b) One-time payment. In addition to the across-the board increases taking effect on May 10, 2019, (distributed on pay date 5/10/2019), all employees eligible for that increase shall receive a one-time payment of \$2,250.00.

(c) Across-the Board Salary Increases. Effective September 20, 2019 for the 2019-2020 (distributed on pay date 10/11/2019) year, each eligible employee shall receive a one and a quarter percent (1.25%) increase to the employee's base salary. This increase will be calculated using the employee's salary as of September 20, 2019. An employee shall be eligible if the employee's most recent annual evaluation, if provided, was Satisfactory or above; the employee was in an employment relationship (not OPS) with the University prior to May 7, 2019; and the employee remains in a continual employment relationship at the date of implementation. Employees employed in 2018-19 that meet the above qualifications and were not evaluated shall be provided with an evaluation for the period and shall be eligible for the increase.

~~(d) Contingent Funding Availability for Across-the Board Salary Increase for 2019-2020. An additional ATB increase of one and a quarter percent (1.25%) to an employee's base salary for 2019-2020 shall be contingent upon the University's receiving sufficient new recurring legislative or performance funding to fund the salary increase for the 2019-2020 budget year. For base increases, the annual funding must be from new recurring funds able to be expended on faculty salaries in excess of the prior year's base funding. If insufficient funding is received, this section [Article 23.3d] shall become void and re-opened for negotiations by the parties on August 16, 2019. Should the funds meet the contingency language, effective September 20, 2019 for the 2019-2020 (distributed on pay date 10/11/2019) year, each eligible employee shall receive a one and a quarter percent (1.25%) increase to the employee's base salary. This increase will be calculated using the employee's salary as of September 20, 2019. An employee shall be eligible if the employee's most recent annual evaluation, if provided, was Satisfactory or above; the employee was in an employment relationship (not OPS) with the University prior to May 7, 2019; and the employee remains in a continual employment relationship at the date of implementation. Employees employed in 2017-18 that meet the above qualifications and were not evaluated shall be provided with an evaluation for the period and shall be eligible for the increase.~~

(d) For the 2019-2020 year, the Board of Trustees shall provide a \$1000 one-time payment to each eligible employee who was in a continual employment relationship with the University prior to May 7, 2019, who remains in a continual employment relationship at the date of implementation, and whose most recent evaluation, if provided, was Satisfactory or above. This one-time payment will be distributed on the November 22, 2019, pay date.

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

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

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

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

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

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

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

(e) Incentive Award Selection.

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

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

b. In larger colleges or units, subcommittees may be formed from the committee at-large in the interest of efficient evaluation of the incentive award applications. Each subcommittee must include at least three members, and every member of the committee at-large must

serve on a subcommittee. The applications to be reviewed shall be equitably partitioned among the subcommittees. The subcommittees shall follow the ranking procedure outlined above to determine which applications they recommend to the committee at-large. Then the committee at-large shall be convened to review the applications recommended by the subcommittees.

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

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

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

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

g. In the case of a tied rank for the final available award, the procedure outlined in (a) above, with T being the highest possible rank, shall be used to break the ties. The ranking process outlined in (a) above shall be used as many times in succession as necessary until all such ties are resolved and a final ranked list is complete.

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

i. For purposes of TIP/RIA selection as stated above, "college" shall also include the group of employees whose primary assignment is in the College of Undergraduate Studies, the College of Graduate Studies, an institute or center. These employees shall be grouped together for purposes of calculating the number of awards available for each award category. The college committee shall consist of a member from each of the units represented.

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

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

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

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

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

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

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

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

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

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

(1) Excellence in Undergraduate Teaching awards.

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

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

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

(2) Excellence in Graduate Teaching Awards.

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

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

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

(3) Excellence in Research Awards

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

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

1. cumulative value and impact of research efforts at UCF within the discipline and to society;
2. Recognition of research impact by the individual's peers in the same or in related disciplines;
3. Publication/dissemination and presentation of research results.

(4) Excellence in Faculty Academic Advising.

a. Eligibility. All employees who currently advise and who have advised undergraduate students over the preceding three academic years are eligible.

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

1. Evidence of extra effort to improve advising;
2. Evidence that students have been sensitively and appropriately informed and guided concerning career choices and academic opportunities;
3. Evidence that the nominee serves as a role model in the pursuit of learning.

~~(5) University Award for Excellence in Professional Academic Advising.~~

~~a. Eligibility. Employees who have a current full-time assignment and full-time experience for the preceding three years at UCF in an academic advising unit within a college, regional campus, institute, center or the Division of Student Development and Enrollment Services are eligible. Employees with regular teaching assignments are eligible for other advising awards and are not eligible for the Professional Academic Advising.~~

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

- ~~1. Evidence of success in retaining students;~~
- ~~2. Evidence of guiding students to timely completion of their degrees;~~
- ~~3. Creating a caring and supportive environment, and helping students realize their potential.~~

~~(6)~~(5) University Awards for Excellence in Professional Service.

a. Eligibility. Employees who are assigned an FTE of 0.10 for professional service duties over the current year and for each of the three preceding academic years are eligible.

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

1. Evidence of effectiveness in service to the university by highlighting leadership contributions;
2. Evidence of significant accomplishment in professional organizations in the nominee's discipline;
3. Evidence of recognition for outreach activities, service, and leadership contributions to community organizations.

~~(7)~~(6) Excellence in Librarianship.

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

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

1. Evidence of extra effort to improve library services and collections;
2. Evidence of a sustained period of excellence in the library profession.

~~(8)~~(7) Excellence in Instructional Design.

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

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

1. Innovative contributions to UCF and/or the ID field;
2. Evidence of outstanding effort to promote quality of online instruction and improve relationships with faculty members at UCF.

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

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

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

- ~~1. Evidence of innovative contributions to UCF or the ELI field;~~
- ~~2. Evidence of extra effort to improve ELI success;~~
- ~~3. Evidence of a sustained period of excellence in ELI.~~

~~(10)~~(8) Recommendations for these awards are made by various committees and are ultimately determined by the president or designee.

## 23.6 Salary Increases for Employees Funded by Contracts and Grants.

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

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

**23.7 Administrative Discretion Increases.** From the date of ratification of this document, through August 31, 2021, the University may provide Administrative Discretion Increases up to one and one-half percent (1.5%) of the total salary rate of employees who were in an employment relationship with the University on May 7, 2018. Any Administrative Discretion Increase provided to contract and grant (C&G) employees, any court-ordered or court-approved salary increase, any prevailing wage adjustment for the purpose of qualifying for immigration status, or any salary increase to settle a legitimate, broad-based employment dispute shall not be subject to the terms and limitations of this Section.

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

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

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

(d) The University's ability to provide Administrative Discretion Increases shall expire August 31, 2021, and shall not become part of the status quo.

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

**23.9 Type of Payment for Assigned Duties.**

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

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

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

---

remain approximately constant. Pay received for supplemental summer assignments shall be unaffected by this plan. This pay plan is subject to tax limitations.

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

**23.12 Salary Rate Calculation and Payment.** The biweekly salary rate of employees serving on twelve-month appointments shall be calculated by dividing the salary rate by 26.1 pay periods.

**23.14 Compensation currency.** The university receives its budget and disburses monies in U.S. dollars.