



**Board of Trustees  
Compensation and Labor Committee  
Meeting**

**November 17, 2016  
9:30 – 10:00 a.m.  
Fairwinds Alumni Center  
800-442-5794, passcode 463796**

**AGENDA**

**I. CALL TO ORDER**

John Sprouls  
*Chair of the Compensation and  
Labor Committee*

**II. MEETING MINUTES**

- [October 20, 2016, meeting minutes](#)

Chair Sprouls

**III. NEW BUSINESS**

- Report on the Assessment of the President's Performance and Recommendation for Compensation ([CLC-1](#))

Chair Sprouls  
Maureen Binder  
*Associate Vice President and  
Chief Human Resources Officer*

- The 2016-19 Performance Incentive Measures and Goals ([CLC-2](#))

Chair Sprouls  
Maureen Binder

- Article 3: UFF Privileges, Article 8: Appointment, Article 23: Salaries, and Article 24: Benefits of the Collective Bargaining Agreement with the United Faculty of Florida ([CLC-3](#))

Chair Sprouls  
Sherry Andrews  
*Associate General Counsel and  
Associate Provost*

**IV. CLOSING COMMENTS**

Chair Sprouls



**Board of Trustees  
Compensation and Labor Committee  
October 20, 2016**

**MINUTES**

**CALL TO ORDER**

Chair John Sprouls called the meeting to order at 3:01 p.m. The following committee members were in attendance: Chair John Sprouls, Vice Chair David Walsh, Clarence Brown, Joseph Conte, Ray Gilley. Trustee Keith Koons was also in attendance.

**MEETING MINUTES**

The minutes of the September 15, 2016, meeting were approved as submitted.

**NEW BUSINESS**

The 2013-16 Goal Accomplishments (CLC-1) Maureen Binder, Associate Vice President and Chief Human Resources Officer, presented the Goal Accomplishments for the 2013-16 cycle of the Performance Unit Plan as documented by the University Audit Office. Committee members unanimously recommended the approval of the Goal Accomplishments.

The Performance Unit Plan Payments for the 2013-16 Cycle (CLC-2) Binder presented proposed payments earned by participants in the 2013-16 cycle of the Performance Unit Plan. Committee members unanimously recommended the approval of the payments.

The 2016-19 Performance Incentive Measures and Goals (CLC-3) Binder presented the 2016-19 Performance Unit Plan Performance Incentive Measures and Goals for the president and vice presidents. After discussion, the committee members unanimously recommended the approval of the Performance Incentive Measures and Goals.

The 2016-19 Performance Unit Plan Awards (CLC-4) Binder presented the 2016-19 Performance Unit Plan awards for university senior officers, noting that the awards for President Hitt were to be recommended separately at the next committee meeting. After discussion, the committee members unanimously recommended the approval of the proposed Performance Unit Plan awards.

Report on the Assessment of the President's Performance and Recommendation for Compensation (CLC-5) Binder presented an update on the annual Assessment of the President's Performance and Recommendation for Compensation, noting that input from the Florida Board of Governors and recommendations for compensation were still in process. Chair Sprouls tabled further discussion of the Report and Recommendations until the next committee meeting.

The Annual Report, July 1, 2015-June 30, 2016 (CLC-6) Chair Sprouls presented President Hitt's Annual Report for July 1, 2015-June 30, 2016. The Committee commended President Hitt and Associate Corporate Secretary Schell for their comprehensive summary and unanimously recommended the approval of the Report.

Amendments to University Regulations UCF-3.0032 Additional Compensation for UCF Employees, UCF-3.040 Benefits and Hours of Work, and UCF-3.044 Compensation (CLC-7)  
Youndy Cook, Deputy General Counsel, presented amendments to university regulations UCF-3.0032, UCF-3.040, and UCF-3.044. After discussion, the committee members unanimously recommended the approval of the proposed amendments.

**CLOSING COMMENTS**

Chair Sprouls adjourned the meeting at 4:07 p.m.

Respectfully submitted:

\_\_\_\_\_  
Maureen Binder  
Associate Vice President and  
Chief Human Resources Officer

\_\_\_\_\_  
Date

ITEM: CLC-1

**University of Central Florida  
BOARD OF TRUSTEES  
Compensation and Labor Committee**

**SUBJECT:** Report on the Assessment of the President's Performance and Recommendation for Compensation

**DATE:** November 17, 2016

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**PROPOSED COMMITTEE ACTION**

Recommend approval of the Compensation and Labor Committee's report on the assessment of the president's performance and its recommendation for compensation.

**BACKGROUND INFORMATION**

On November 30, 2004, the Presidential Performance and Compensation Review Policy was approved by the University of Central Florida Board of Trustees. This policy provides for the review of the president's performance and compensation on an annual basis by the board.

The charter of the Compensation and Labor Committee states that the committee will submit an annual recommendation to the board for the president's performance and compensation.

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**Supporting documentation:**

Attachment A: 2015-16 Report on the Assessment of the President's Performance and Recommendation for Compensation

**Prepared by:** Maureen Binder, Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee

## **Attachment A**

### **2015-16 Compensation and Labor Committee Report and Recommendations**

#### **UCF Board of Trustees**

The Compensation and Labor Committee met on October 20, 2016, to review the university's accomplishment of goals established by the Board of Trustees, discuss new long-term goals with the president for 2016-19, review the president's performance, and consider recommendations for his compensation.

The Board of Trustees' Performance and Compensation Review Policy requires an annual assessment of the president's performance. The Board of Trustees Compensation and Labor Committee is responsible for conducting this annual assessment. Each trustee was interviewed by Maureen Binder, chief human resources officer, using assessment questions that were distributed to each trustee in advance. The nine categories assessed were administrative leadership, budget and finance, external relations, academic leadership, medical affairs, fund-raising, relationship with the board, vision for the university, and personal characteristics. In addition, an overall assessment is required for the president's stewardship of UCF over the 2015-16 year. The assessment levels are defined as unsatisfactory, conditional, satisfactory, above satisfactory, and outstanding.

The trustees' assessment of the president's performance was outstanding overall. President Hitt was rated highest in the categories of personal characteristics, relationship with the board, administrative leadership, academic leadership, and vision for the university. The president received a majority of trustee assessment ratings of outstanding in all categories, except for fund-raising. In addition, the president's performance was commended by the Board of Governors' Chair, Thomas Kuntz.

The trustees believe the president has done an outstanding job in providing leadership to the university over the last year. Many of them felt that the university has been successful because of his leadership. In addition, they recognize that he has assembled a strong leadership team that has helped him guide the university. The trustees were almost unanimous in praising Dr. Hitt's vision for the university. Several commented that he is particularly adept at identifying and pursuing visionary projects which continue to create momentum to carry the university forward, citing the downtown Orlando campus project and the teaching hospital as examples. Many of the trustees also recognized that President Hitt's stature and reputation in the State University System and the Orlando community is key to helping him pursue these initiatives. The president is consistently identified as a key player in the growth and recognition of UCF within the community and the region. Several trustees expressed the sentiment that the university would not be where it is today, if not for his leadership over the past 24 years. One trustee commented, "Overall, he is doing an excellent job. He is an asset to UCF and the state of Florida."

## Attachment A

Two themes did emerge as areas of concern. In past years, fundraising was consistently seen as an area which needed improvement. However, most trustees expressed that President Hitt has made noteworthy changes in this area and look forward to seeing the impact of those efforts. The Ignite campaign has momentum and should bring great results. Another area of concern from several trustees was the lack of a succession plan for the president. While they were very complimentary of the president (“exemplary leader,” “provides outstanding leadership to the university”) and did not want to see him retire, some expressed concerns about how UCF will eventually replace him.

Responding to this annual performance review, the committee recommends that President Hitt’s annual assessment be rated as “Outstanding.”

An annual evaluation of the president’s compensation was also conducted in accordance with the Board of Trustee’s Performance and Compensation Review Policy. The committee studied data on presidential compensation for national, high-research universities of a size similar to that of UCF. The committee reviewed President Hitt’s compensation over the last six years. The committee observed that the president has more than 24 years of highly successful leadership at UCF. The committee also noted the 1% salary increase that was distributed to all employees, as well as up to a 1.5% increase available to employees based on merit. The president does not participate in merit raises given by the university.

Mindful of President Hitt’s “Outstanding” annual evaluation and the assessment of his compensation, the committee recommends a 5% increase to the president’s performance-based incentive award for the next three-year cycle, which increases the units from 2,788 to 2,940. The performance incentive awards are “at risk” remuneration, and they are paid according to the level of achievement of the three-year performance measures that are established by the board.

Prepared by: Maureen Binder, Associate Vice President and Chief Human Resources Officer

Submitted by: John Sprouls, Chair of the Compensation and Labor Committee

ITEM: CLC-2

**University of Central Florida  
BOARD OF TRUSTEES  
Compensation and Labor Committee**

**SUBJECT:** 2016-19 Performance Incentive Measures and Goals

**DATE:** November 17, 2016

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**PROPOSED COMMITTEE ACTION**

Recommend approval of the 2016-19 Performance Incentive Measures and Goals for the president and senior officers.

**BACKGROUND INFORMATION**

The Performance Unit Plan, approved by the board on May 24, 2007, requires annual board approval of the Performance Incentive Measures and Goals.

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**Supporting documentation:**

Attachment A: Proposed PUP Measures and Goals for 2016-19

**Prepared by:** Maureen Binder, Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee

## Attachment A Proposed PUP Measures and Goals for 2016-19

Performance Measure	Weight	Fiscal Year Results			Average or Total Over Three-Year Cycles			Proposed 2016-19 Performance Goals		
		2013-14	2014-15	2015-16	2011-14	2012-15	2013-16	Min	Target	Max
<b>Quality of Education</b>										
Average six-year graduation rates for FTIC students in the 2010, 2011, and 2012 cohorts.	26%	67.4% 2007 cohort	69.7% 2008 cohort	70.6% 2009 cohort	65.1% average over 2005, 2006, 2007 cohorts	67.4% average over 2006, 2007, 2008 cohorts	69.2% average over 2007, 2008, 2009 cohorts	69.7%	70.2%	70.7%
Average of the one-year retention rates for FTIC students in the 2015, 2016, and 2017 cohorts.	20%	87.1% 2012 cohort	87.5% 2013 cohort	89.1% 2014 cohort	87.4% average over 2010, 2011, 2012 cohorts	87.5% average over 2011, 2012, 2013 cohorts	87.9% average over 2012, 2013, 2014 cohorts	89.1%	89.6%	90.1%
<b>External Support</b>										
Average extramural funding raised per tenured and tenure-track faculty member FTE for 2016-17, 2017-18, and 2018-19.	22%	\$154,253 per FTE 850.6 FTE	\$152,868 per FTE 853.0 FTE	\$154,419 per FTE 932.0 FTE	\$149,318 per FTE 856.8 FTE	\$144,672 per FTE 855.7 FTE	\$153,847 per FTE 878.5 FTE	\$145,000 Per FTE	\$152,000 Per FTE	\$160,000 Per FTE
		\$131,207,263 total funding 2013-14	\$130,396,597 total funding 2014-15	\$143,918,147 total funding 2015-16	\$123,013,153 average funding 2013-14	\$123,717,185 average funding 2014-15	\$135,174,002 average funding 2015-16			
Total philanthropy to the UCF and UCF Athletics Program without Courtelis or state matching funds, but including planned gifts, gifts-in-kind, and pledges for the period of July 1, 2016 to June 30, 2019.	22%	\$43,256,323 2013-14  *audited	\$51,437,096 2014-15  *unaudited	\$55,640,072 2015-16  *unaudited	NA Measure did not include pledges in this cycle, so not comparable to future cycles	\$143,341,085 total over 2012-15	\$150,333,491 total over 2013-16	\$130,000,000	\$150,000,000	\$170,000,000
<b>BOG Performance Funding Benchmarks</b>										
Maintain UCF's performance and standing as a top tier SUS institution. Average of final performance funding rankings from 2017, 2018, and 2019.	10%	Top 3 Tied 2014	Top 3 Alone 2015	Top 1 Tied 2016	Top 3	Top 3	Top 2	Top 3 Alone	Top 2 Tied	Top 2 Alone

**ITEM: CLC-3**

**University of Central Florida  
BOARD OF TRUSTEES  
Compensation and Labor Committee**

**SUBJECT:** Article 3: UFF Privileges, Article 8: Appointment, Article 23: Salaries, and Article 24: Benefits of the Collective Bargaining Agreement with the United Faculty of Florida

**DATE:** November 17, 2016

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**PROPOSED COMMITTEE ACTION**

Recommend ratification of the reopened articles of the Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the United Faculty of Florida.

**BACKGROUND INFORMATION**

A three-year Collective Bargaining Agreement was negotiated between the University of Central Florida Board of Trustees and United Faculty of Florida for the period 2015-18. Pursuant to Article 30: Amendment and Duration of that agreement, in February 2016 the parties began renegotiations for the agreement term September 1, 2016 through August 31, 2017. In those negotiations, the parties were able to reach agreement. The reopened articles, Article 3: UFF Privileges, Article 8: Appointment, Article 23: Salaries, and Article 24: Benefits will be voted upon by unit members as quickly as possible. A positive vote is anticipated.

The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends the approval of Article 3: UFF Privileges, Article 8: Appointment, Article 23: Salaries, and Article 24: Benefits.

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**Supporting documentation:**

- Attachment A: Article 3: UFF Privileges
- Attachment B: Article 8: Appointment
- Attachment C: Article 23: Salaries
- Attachment D: Article 24: Benefits

**Prepared by:** Maureen Binder, Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee

**ARTICLE 3 [2016-2017]**  
*[supersedes earlier versions, including 2015-2018]*  
**UFF PRIVILEGES**

**3.1 Use of Facilities and Services.** Subject to the rules and policies of the University, the UFF shall have the right to use University facilities for meetings and to use all other services of the University on the same basis as they are generally available to University-related groups and organizations. For purposes of this Agreement, University-related ~~Groups~~groups and ~~Organizations~~organizations are groups that are directly related to University operations or the University community and that may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, and direct support organizations.

**3.2 Communications.**

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

(b) The University will place a link to the UFF web site ~~in an appropriate place on the University web site, as determined by the University at~~ www.collectivebargaining.ucf.edu.

**3.3 Leave of Absence -- Union Activity.**

(a) At the written request of the UFF, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time unpaid leave of absence for the academic year shall be granted to up to two 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 of the requests which were submitted late.

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

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

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

(e) An employee who has been granted leave under this Article for four ~~(4)~~ consecutive academic years shall not again be eligible for such leave until one academic year has elapsed following the end of the leave. One ~~(1)~~ employee, designated by the UFF, shall be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the University upon prior written request by the UFF.

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

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

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**3.4 Released Time.**

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

(1) A maximum of three released time units per semester shall be granted to employees in any one ~~(1)~~ college.

(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.

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

(b) Each "unit" of released time shall consist of a reduction in teaching load of one course per fall or spring semester for instructional employees or, for non-teaching employees, a reduction in workload of ten hours per week, which shall include a 25% reduction in assigned duties. One unit of released time may be used during the summer term at a rate of 12.5% of the employee’s nine-month salary and shall be considered the equivalent of one summer term course’s FTE for instructional employees. For non-teaching 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 ~~for conducting UFF business 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 ~~of the~~ released time requests ~~which~~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 ~~(4)~~ consecutive academic years shall not again be eligible for released time until two ~~(2)~~ academic years have elapsed following the end of the fourth academic year in which such released time was granted.

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

(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 8**  
**APPOINTMENT**

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

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

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

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

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

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

(e) The statement: “If you have not been provided with a copy of the BOT/UFF Collective Bargaining Agreement, notify your supervisor and you will be given one.” A copy may also be found at <http://www.collectivebargaining.ucf.edu/>.”

**8.4 Change in Appointments.**

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

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

(c) Upon approval by the president or the president’s representative, and assuming that the assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by 81.82 percent when changing from a calendar year to an academic year appointment or by ~~122.2~~133.3 percent when changing from an academic year to a calendar year appointment. For an employee whose appointment was previously changed from an academic year to calendar year appointment at a salary adjustment other than ~~122.2~~133.3 percent or from a calendar year to academic year appointment at a salary adjustment other than 81.82 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary adjustment.

**8.5 Appointment Types.**

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

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

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

(2) Up to five ~~(5)~~ untenured, non-tenure earning employees appointed annually whose rank is specifically approved by the president or president’s representative;

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

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

(5) Individuals who have held the rank of professor for at least seven ~~(7)~~ years at an institution of higher education;

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

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

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

(d) Visiting Appointments. A visiting appointment is one made to a person having appropriate professional qualifications but not expected to be available for more than a limited period, or to a person in a position which the University does not expect to be available for more than a limited period. A visiting

102 appointment, or a sequence of visiting appointments (i.e., an initial appointment followed by another visiting  
 103 appointment) may not exceed a total of four years. Similarly, a non-renewable (non-searched) appointment  
 104 may not exceed a total of 12 months.

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 106 **8.6 Supplemental Summer Appointments.**

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

112 (b) Compensation. Compensation for summer employment shall be twelve and one half percent  
 113 (12.5%) of the employee's 9-month base salary for the first three ~~(3)~~ credit hours of summer assignment,  
 114 including teaching, research, and service; twelve and one half percent (12.5%) of the employee's 9-month  
 115 base salary for the second three ~~(3)~~ credit hours of summer assignment, including teaching, research, and  
 116 service; and eight percent (8.0%) of the employee's 9-month base salary for the third three ~~(3)~~ credit hours of  
 117 summer assignment, including teaching, research, and service. Courses of greater or fewer than three ~~(3)~~  
 118 credit-hours shall be prorated. ~~The supplemental~~ Supplemental summer assignments, like ~~that~~ those for the  
 119 fall and spring semesters, include ~~(s)~~ the normal activities related to such an assignment as defined by the  
 120 department/unit and the nature of the course, including office hours, course preparation, curriculum  
 121 development, lectures, evaluation of student efforts, academic advising, research, and department, college,  
 122 and University committee meetings. Supplemental summer appointments also include activities such as  
 123 thesis or dissertation supervision, directed individual studies, and/or supervision of student interns.

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

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

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 129 **8.7 Overload Appointments.** Overload compensation is defined as compensation for any duties in  
 130 excess of a full appointment (1.0 FTE). Available overload compensation appointments within the University  
 131 shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary  
 132 acceptance or rejection. Courses of greater or fewer than three credit hours shall be prorated.

133 (a) An employee's overload compensation for teaching a three ~~(3)~~ credit hour course in a  
 134 premium tuition program shall be eleven and one half percent (11.5%) of the mean academic year salary of  
 135 the tenured and tenure-earning employees in the employee's department/unit.

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

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

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

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

146  
 147 **8.8 Study Abroad Appointments.** Available study abroad appointments within the University shall be  
 148 offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance  
 149 or rejection. An employee shall not be coerced to accept such an appointment or harmed for rejecting an  
 150 offer for such an appointment. Study abroad programs may be offered as follows:

151 ~~(a)~~ During the summer term(s).

152 (b) During the fall or spring semester.

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

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

158 (be) Compensation. The minimum number of students required to offer a study abroad program  
159 (referred to in this section as “the minimum”) shall be determined and put in writing in advance of allowing  
160 enrollment in the program. Employees shall be compensated as follows:

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

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

169 (3) For any course in which the course content is delivered by an instructor other than the  
170 9-month employee during the summer (for example, an instructor associated with an institution in the host  
171 country), but the employee is listed as “Instructor of Record,” is traveling with students, and has  
172 administrative duties such as recording grades, overseeing excursions, dealing with any food, lodging, or  
173 transportation issues, supervising students, etc., the employee shall receive a stipend of \$1,500.00.

174 (4) If ~~aaa~~ 9-month employee is teaching more than one course in a single summer study  
175 abroad program, and one or more of those courses does not meet the minimum, the department chair or unit  
176 head may combine the course enrollments in order to meet the minimum. In such a case, the employee shall  
177 receive a supplemental summer appointment for the number of courses the student enrollment would allow,  
178 given the minimum. For example, if the minimum is twenty ~~(20)~~,<sub>2</sub> the program includes two ~~(2)~~ courses, and  
179 fourteen ~~(14)~~ students enroll producing the equivalent of twenty-eight ~~(28)~~ students in one course, the  
180 employee will receive a supplemental summer appointment for one course. As another example, if the  
181 minimum number of students is twenty ~~(20)~~,<sub>2</sub> the program includes three ~~(3)~~ courses, and fourteen ~~(14)~~  
182 students enroll producing the equivalent of forty-two ~~(42)~~ students in one course, the employee will receive a  
183 supplemental summer appointment for two courses;<sub>2</sub>

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

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

193 (7) If a ~~twelve~~12-month employee is teaching a credit-bearing course in a study abroad  
194 program, the appointment shall either be a part of the employee’s in-load assignment or taught on an  
195 overload basis. If the course is taught on an overload basis, the employee shall be compensated according to  
196 8.7(b).

197  
198 **8.9 Reclassification of an Employee to a Non-Unit Classification.** Employees shall be provided  
199 written notice fourteen ~~(14)~~ days in advance, where practicable, when the University proposes to reclassify  
200 the employee to a classification ~~which~~that is not contained in the bargaining unit. The ~~Office of Faculty~~  
201 RelationsUniversity will notify the local UFF Chapter of such a proposed reclassification within a reasonable  
202 period after the department/unit recommends such a reclassification to Academic Affairs. The employee may

Proposal #ITA 2016-11-09

Article 8

2016-2017 supplement

**Attachment B**

203 request a review of such action consistent with the provisions of Article 28. The UFF may discuss such  
204 action pursuant to Article 2, Consultation.

**Attachment C**

Proposal #1TA 2016-11-09  
supplement

Article 23

2016-2017

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**ARTICLE 23 [2016-2017]**  
*[supersedes earlier versions, including 2015-2018]*  
**SALARIES**

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

**23.2 Promotion Increases.**

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

- (1) To Assistant in \_\_\_\_\_, and Assistant University Librarian;
- (2) To Associate Professor, Associate Instructor, Associate Lecturer, Associate Scholar/Scientist/Engineer, Associate in \_\_\_\_\_, Associate Instructional Designer, and Associate University Librarian;
- (3) To Professor, Senior Instructor, Senior Lecturer, Scholar/Scientist/Engineer, ~~and~~ University Librarian, and Senior Instructional Designer.

~~(b) — Promotion salary increases shall be effective on August 8 for promotion approved during that year.~~

**23.3 Legislatively Mandated Increases.**

(a) No legislatively mandated increases were provided in ~~2015~~2016.

**23.4 Other Increases.**

(a) Across-the Board Salary Increases. Effective ~~January 15~~December 16, 2016, for the 2016-2017 year, each eligible employee shall receive a one percent (1.0%) increase to the employee’s base salary. ~~The. This~~ increase will be calculated using the employee’s salary as of ~~January 14~~December 16, 2016. An employee shall be eligible if the employee’s most recent annual evaluation, if provided, was Satisfactory or above; the employee was in an employment relationship with the University prior to May 7, ~~2015~~2016; and the employee remains in ~~ana~~ continual employment relationship at the date of implementation. Employees employed in ~~2014~~2015-16 that meet the above qualifications and were not evaluated shall be provided with an evaluation for ~~that~~the period and shall be eligible for the increase.

(b) One-time payment. In addition to the across-the-board increases taking effect on ~~January 15~~December 16, 2016, all employees eligible for that increase shall receive a one-time payment of ~~\$1375970~~ on ~~January 15~~ December 16, 2016, or as soon as practicable thereafter. —

(c) Merit Salary Increases. Effective ~~January 15~~December 16, 2016, for the 2015-2016- 2017 year, the University shall provide merit salary increases to each department/unit equal to ~~two one and one-half~~ percent (21.5%) of the total base salary of employees in the department/unit

## Attachment C

Proposal #1TA 2016-11-09  
supplement

Article 23

2016-2017

45 as of August ~~14, 2015~~ 12, 2016. All employees who are not members of a department/unit shall be  
46 grouped together and treated as a department/unit for the purpose of calculating and providing  
47 merit salary increases. Merit salary increases shall be provided to eligible employees in each  
48 department/unit who are in an employment relationship with the University prior to May 7,  
49 ~~2015~~ 2016; who remain in an in-unit employment relationship at the date of implementation; and  
50 who meet the following criteria and procedures.

51 (1) Eligibility. ~~Departments with approved standards may participate in merit~~  
52 ~~increase programs.~~ For the ~~2015-2016~~ 2017 year, an employee is eligible under this Section if he or  
53 she received an *Above Satisfactory* or *Outstanding* on his or her most recent annual evaluation, has  
54 had no break in service between May 7, 2016 and the implementation date, and is still employed  
55 in unit at the University on the date of BOT ratification.

56 (2) Distribution. The merit salary increases for eligible employees shall be  
57 calculated as a percentage of their base salary. Such increases shall be distributed proportionately to  
58 those employees whose most recent annual evaluations are *Above Satisfactory* or *Outstanding* in a  
59 ratio of 1.0 for *Above Satisfactory* and 1.7 for *Outstanding*.

60 (d) Equity Increases. Effective December 16, 2016, for the 2016-2017 year, the  
61 University shall provide an amount equal to one-fifth of one percent (0.20%) of the total base salary  
62 of all E&G employees as of August 12, 2016 to all regular, clinical, research, non-visiting  
63 employees whose August 12, 2016, 1.0 FTE base salary was less than \$45,000 for those with a  
64 Ph.D. or equivalent terminal degree, or less than \$42,000 for all others or whose 12-month salary  
65 was less than \$60,000 for those with a Ph.D. or equivalent degree or less than \$56,000 for all others.  
66 Equity increases shall be distributed proportionately to the difference between the employee's  
67 August 12, 2016 salary and the thresholds above.  
68

69 **23.5 Annual Incentive Award Programs.** Incentive Award Programs ~~shall be implemented as~~  
70 ~~set forth in Paragraphs (a) through (c) below, to~~ recognize and promote faculty employee  
71 excellence and productivity that respond to and support the mission of the University of Central  
72 Florida, including its strategic initiatives and five key goals. The ~~president~~ provost or his or her  
73 designee shall give ~~the~~ final approval for awards to ~~the~~ successful faculty.

74 Each year, the University shall make available to eligible employees 120 Incentive Awards.  
75 The awards shall be distributed in the next award cycle after ratification of this document as set  
76 forth in Paragraphs (a) through (f) below. Regardless of the contract length (9 months through 12  
77 months), award recipients shall receive a one-time award of \$5,000 as soon as practicable and a  
78 \$5,000 increase to their base salary retroactive to effective at the start/beginning of the employment  
79 agreement for the succeeding academic year in which the award was given. These awards shall be  
80 made according to existing criteria and procedures. Employees on visiting and other temporary  
81 appointments are not eligible for incentive awards.

82 (a) **UCF-Teaching Incentive Program.** ~~The UCF-Teaching Incentive Program (“UCF-~~  
83 ~~TIP”)~~ rewards teaching productivity and excellence. Each academic year the University shall award  
84 make available up to forty (40) new/fifty-five UCF-TIP awards ~~(additional awards may be given as~~  
85 ~~a result to employees. The UCF-TIP award recognizes faculty contributions to UCF's key goals of~~  
86 ~~rounding, e.g. a college allocated 5.5 awards would round up to 6 awards)~~ offering the best  
87 undergraduate education available in addition to recycled awards Florida and achieving  
88 international prominence in key programs of graduate study. Employees applying for TIPs must  
89 meet current productivity criteria.

**Attachment C**

Proposal #1TA 2016-11-09  
supplement

Article 23

2016-2017

90 - (b) **UCF-Research Incentive Award-program Program.** The UCF-Research Incentive  
 91 Award (“UCF-RIA”) program recognizes outstanding research, scholarly, or creative activity that  
 92 advances the body of knowledge in a particular field-, including interdisciplinary research and  
 93 collaborations. Each academic year the University shall award-make available up to twenty (20)  
 94 newfifty-five UCF-RIA awards (additional awards may be given as a result to employees. The  
 95 UCF-RIA award recognizes employee contributions to UCF’s key goal of rounding, e.g. a college  
 96 allocated 5.5 awards would round up to 6 awards)achieving international prominence in addition  
 97 to recycled awardsresearch and creative activities.

98 (c) **Scholarship of Teaching and Learning Program.** The Scholarship of Teaching and  
 99 Learning (SoTL) program recognizes success in Awards (SoTLs). SoTLs use discovery, reflection, and  
 100 evidence-based methods to research related to the scholarship of effective teaching and student  
 101 learning. Each-While the implementation of SoTL outcomes can result in teaching excellence and  
 102 increasing teaching effectiveness, this award recognizes not teaching excellence but scholarly  
 103 efforts. For academic year 2016-2017, the University shall award-make available up to ten (10)  
 104 new-SoTL awards in addition to recycled.

105 (d) **Applications for Incentive Awards.** Beginning with the 2016-2017 awards, the  
 106 Office of Faculty Excellence will initiate an electronic application process.

107 (e) **Incentive Award Selection.**

108 (1) TIPs/RIAs. College or unit committees for the TIP and RIA award programs  
 109 shall be elected by and from the unit employees. The committees shall equitably represent the  
 110 departments or units within them. Employees who plan to apply for a particular award in the current  
 111 or immediately following cycle shall not be eligible to serve on the committee. A committee  
 112 chairperson for each incentive award program shall be elected by and from the college/unit  
 113 committee. The chairperson shall charge the committee that members shall only consider the merits  
 114 of the application. No additional outside information or discussion of position, e.g., instructor vs.  
 115 tenure track faculty, past awards, current salary, etc., may be considered. The committee shall  
 116 review the award applications and shall submit a ranked list of recommended employees to the dean  
 117 or dean’s representative. In ranking the applicants, committee members shall only consider the  
 118 merits of the application. The committee shall not impose any numerical criteria or weightings  
 119 during the ranking process, and for completed applications, departures from the application  
 120 specifications may impact but shall not disqualify an application.

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

126 (b) In larger colleges or units, subcommittees may be formed from  
 127 the committee at-large in the interest of efficient evaluation of the incentive award applications.  
 128 Each subcommittee must include at least three members, and every member of the committee  
 129 at-large must serve on a subcommittee. The applications to be reviewed will be equitably  
 130 partitioned among the subcommittees. The subcommittees will follow the ranking procedure  
 131 outlined above to determine which applications they will recommend to the committee at-large.  
 132 Then the committee at-large will be convened to review the applications recommended by the  
 133 subcommittees. The members of the committee at-large will discuss the subcommittee  
 134 recommendations and, finally, use the ranking procedure described above to rank the

**Attachment C**

Proposal #1TA 2016-11-09  
supplement

Article 23

2016-2017

135 applications recommended by the subcommittees. In the event of ties, the ties will be broken as  
 136 described below.

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

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

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

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

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

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

157 (i) If the number of previously awarded (i.e., awarded prior to 2018) but  
 158 relinquished (e.g., due to retirement or resignation) TIP and RIA awards exceeds fifty after the 2017  
 159 award cycle, then the relinquished pre-2018 awards beyond fifty shall be pooled at the university  
 160 level, along with the new awards for that year, and distributed in proportion to the number of  
 161 eligible faculty in each college. No Incentive awards issued after ratification of this document that  
 162 are relinquished shall be eligible for re-issuance (future awards are not pooled for redistribution)

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

168  
 169 **23.6 Excellence Awards.** The University shall implement the merit-based bonuses set forth  
 170 below to recognize and promote ~~faculty~~employee excellence and productivity that respond to and  
 171 support the mission of the University of Central Florida.

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

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

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

**Attachment C**

Proposal #1TA 2016-11-09  
supplement

Article 23

2016-2017

- 182 (3) These awards shall be made according to existing criteria and procedures.  
 183 (b) Pegasus Professor. The Pegasus Professor award recognizes excellence in the three  
 184 primary areas of academic endeavor: teaching, research and service.  
 185 (1) Award recipients shall receive a one-time payment of \$5,000 from  
 186 Foundation funds as well as a Pegasus statue.  
 187 (2) Each academic year, the University may award Pegasus Professor awards.  
 188 (3) These awards shall be made according to existing criteria and procedures.  
 189 (c) Excellence Awards  
 190 (1) Award recipients shall receive a one-time payment of \$2,000.  
 191 (2) Each academic year, the University shall award Excellence in Undergraduate  
 192 Teaching awards, one ~~(1)~~ University Award for Excellence in Undergraduate Teaching, Excellence  
 193 in Graduate Teaching awards, one ~~(1)~~ University Award for Excellence in Graduate Teaching, two  
 194 ~~(2)~~ University Awards for Excellence in Faculty Academic Advising, one ~~(1)~~ University Award for  
 195 Excellence in Professional Academic Advising, Excellence in Research awards, one ~~(1)~~ University  
 196 Distinguished Research award, two ~~(2)~~ University Awards for Excellence in Professional Service,  
 197 ~~and one (1) Excellence in Librarianship award~~, one Excellence in English Language Institute  
 198 Instruction, and one Excellence in Instructional Design award.  
 199 \_\_\_\_\_(3) These awards shall be made according to existing criteria and  
 200 procedures published by the Office of Faculty Excellence.  
 201

**23.7 Salary Increases for Employees Funded by Contracts and Grants.**

- 202 (a) Employees on contracts or grants shall receive salary increases equivalent to similar  
 203 employees on Education and General (E&G) funding, provided that such salary increases are  
 204 permitted by the terms of the contract or grant and adequate funds are available for this purpose in  
 205 the contract or grant. In the event such salary increases are not permitted by the terms of the  
 206 contract or grant, or in the event adequate funds are not provided, the president or president’s  
 207 representative shall seek to have the contract or grant modified to permit or fund such increases.  
 208 (b) Nothing contained herein shall prevent employees whose salaries are funded by grant  
 209 agencies from being allotted raises higher than those provided in this Agreement if such increases  
 210 are provided by the granting agency.  
 211

**23.8 Administrative Discretion Increases.** On ~~May 8~~September 1, 2016 through August 31,  
 214 ~~2016~~2017, the University may provide Administrative Discretion Increases up to one and one-half  
 215 percent (1.5%) of the total salary rate of Education and General (E&G) employees who were in an  
 216 employment relationship with the University on May, 7, ~~2015~~2016. Any Administrative Discretion  
 217 Increase provided to contract and grant (C&G) employees, any court-ordered or court-approved  
 218 salary increase, any prevailing wage adjustment for the purpose of qualifying for immigration  
 219 status, or any salary increase to settle a legitimate, broad-based employment dispute shall not be  
 220 subject to the terms and limitations of this Section.

- 221 (a) The University may provide Administrative Discretion Increases for verified written  
 222 offers of outside employment, special achievements, ~~exceptional~~-merit, compression and inversion,  
 223 equity and market equity considerations, and similar special situations to employees in the  
 224 bargaining unit.  
 225 (b)    Administrative Discretionary Increases for verified written offers of outside  
 226 employment shall not contribute to the calculation of the ~~total~~ salary rate.

**Attachment C**

Proposal #1TA 2016-11-09  
supplement

Article 23

2016-2017

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

231 (d) The University’s ability to provide Administrative Discretion Increases shall expire  
232 August 31, ~~2016~~2017, and shall not become part of the status quo.

233  
234 **23.9 Report to Employees.** All employees shall receive notice of their salary increases prior to  
235 implementation.

236  
237 **23.10 Type of Payment for Assigned Duties.**

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

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

244  
245 **23.11 Twelve-Month Payment Option.** The parties agree that a twelve-month payment option for  
246 9-month employees shall be offered each year during an annual open enrollment period from April  
247 1 to June 30. If chosen by the employee, this payment option shall become effective for one year  
248 starting with the first full pay period beginning after August 8. The plan shall allow for employees  
249 to select a fixed savings amount to be deducted from each of the nineteen ~~(19)~~ full bi-weekly  
250 paychecks received during the Fall and Spring semesters with a change in that amount to account  
251 for those paychecks from which double premiums are deducted. The total savings shall be returned  
252 to the employee in equal amounts for the five ~~(5)~~ full bi-weekly paychecks received during the  
253 Summer semester. The University shall provide an online calculator and assistance as reasonable,  
254 taking into account time and resources, to assist the employee in determining a savings amount and  
255 fixed reduction amount that will allow the employee’s net paychecks to remain approximately level  
256 across the 24 pay periods. Pay received for supplemental summer assignments shall be unaffected  
257 by this plan. This pay plan is subject to tax limitations.

258  
259 **23.12 Administrative Salary Stipends.** A temporary salary increase ~~which~~that is provided to an  
260 employee as compensation for performing a specific, titled administrative function shall be  
261 permitted under this agreement as an Administrative Salary Stipend. At least 14 days prior to the  
262 effective date of any Administrative Salary Stipend, the University shall provide UFF a written  
263 notification of the stipend which states the name of the employee, the rank and discipline of the  
264 employee, the amount of the stipend, and the reason for the stipend. If all or part of the stipend is  
265 later added to the employee’s ~~base~~ salary, the amount so converted shall be treated as an  
266 Administrative Discretion Increase during the year in which the conversion takes place and shall be  
267 subject to ~~Section 23.8~~ limitations of that section.

268  
269 **23.13 Salary Rate Calculation and Payment.** The biweekly salary rate of employees serving on  
270 twelve ~~(12)~~ month (calendar year) appointments shall be calculated by dividing the calendar year  
271 salary rate by 26.1 pay periods.

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

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

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

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

**24.4 Benefits for Retirees.**

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

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

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

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

**24.5 Optional Retirement Program.**

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

- (1) Faculty and A&P employees who are in the collective bargaining unit and otherwise eligible for membership in the Florida Retirement System.
- (2) Any employee whose Optional Retirement Program eligibility results from initial employment will be enrolled as a member of the Optional Retirement Program. If the employee does not

execute an annuity contract with an Optional Retirement Program approved provider and notify the Division of Retirement in writing within 90 days, the employee will be enrolled as a member of the Florida Retirement System.

- (3) No accrued service credit or vested retirement benefits will be lost if an employee participates in the Optional Retirement Program;
- (4) Benefits under the Optional Retirement Program shall be fully and immediately vested in the participating employees;
- (5) The employer shall contribute to the Optional Retirement Program, on behalf of each employee participating in the program, an amount equal to the normal cost portion of the employer's contribution to the Florida Retirement System, as well as an amount equal to the employer's contribution to the Retiree Health Insurance Subsidy program on behalf of non-Optional Retirement participants (see Section 121.35, Florida Statutes), less a reasonable and necessary amount, as determined by the Legislature, which shall be provided to the Division of Retirement for administering the program; and
- (6) A participating employee may contribute to the Optional Retirement Program, by salary reduction or deduction, a percentage amount of the employee's gross compensation not to exceed the percentage amount contributed by the employer to the Optional Retirement Program, but in no case may such contribution exceed federal limitations.
  - (b) The parties agree to inform eligible employees regarding the existence and impact of the Optional Retirement Program upon their retirement benefits.
  - (c) If the UFF is concerned with the performance of any aspect of the Optional Retirement Program, whether administered by the University or another State agency, the UFF has a right to consult with the president or president's representative regarding such concern. As a result of such consultation, the parties may agree to an approach to address the concern if it lies outside the University's statutory authority.
  - (d) The parties agree that the Optional Retirement Program and the Florida Retirement System are governed by Florida Statutes and regulations of the responsible division of state government. The parties agree to be bound by any changes in those statutes and regulations, regardless of whether such changes increase or decrease benefits to employees. If a change in statutes or regulations decreases benefits to employees the parties shall enter into immediate negotiations to address the impact of the change.

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

- (a) Eligibility.
  - (1) Employees currently enrolled who have accrued at least six years of creditable service, prior to 2011, or eight years after 2011, in the Florida or Teachers Retirement System (FRS, TRS) or Optional Retirement Program (ORP), except those who have received notice of non-reappointment, layoff, or termination, and those who participate in the State's Deferred Retirement Option Program (DROP). Such eligibility shall expire on the employee's 67th birthday.
  - (2) Employees who choose to participate must submit written notice of intent to retire not later than 180 days, nor less than ninety days, after they submit such written notice, except that when the end of this 180-day period falls within a semester, the period may be extended to no later than the beginning of the subsequent term (semester or summer, as appropriate).
- (b) Program Provisions. All participants must retire and thereby relinquish all rights to tenure as described in Article 15, except as stated otherwise in this Article. Participants' retirement benefits shall be determined as provided under Florida Statutes and the rules of the Division of Retirement.
  - (1) Payment for Unused Leave. Participants shall, upon retirement, receive payment for any unused annual leave and sick leave to which they are entitled.
  - (2) Re-employment.
    - a. Prior to re-employment, participants in the Phased Retirement Program must remain off the State or University payroll for six full calendar months following the effective date of

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

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

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

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

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

(3) Leave for Illness/Injury.

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

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

(4) Personal Non-Medical Leave.

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

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

(5) Re-employment Period.

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

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

c. At the conclusion of the re-employment period, the university may, at its option, continue to re-employ participants in this program shall be permitted to remain enrolled until their five year participation term expires. No employees shall be permitted to enroll after January 1, 2016 until January 1, 2017 on a year-to-year basis.

(6) Declining Re-employment.

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

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

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

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

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

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

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

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

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

~~24. Free University Courses for Employees. Full-time employees, including employees on sabbaticals or on-7 Tuition Waiver Benefit Programs. The University offers an employee benefit program to provide tuition waivers to full-time employees, including employees on sabbaticals, professional development or, and grants-in-aid, medical, educational leave, may or involuntarily called to active military service, to enroll for in up to six (6) credit hours of instruction in eligible courses per term (Fall, Spring, or Summer) without payment of tuition and fees on a space-available basis. See UCF Regulation 3.0031 Employee Tuition Free Course Enrollment. Employees using the employee tuition waiver and contingent waiver recipients shall be allowed to register two hours ahead of state employees. Eligibility guidelines and procedures are available on UCF’s Human Resources or UCF Regulations websites. To be eligible for a waiver, one must first be accepted at the university as a student.~~

~~(a) Tuition waiver transfer program. The University is committed to expanding the tuition waiver program by the fall semester in 2016 to allow employees to assign some or all of their unused portion of their six credit hours to family members (defined as spouses and dependent children under the age of 26. University employees (and their eligible family members) shall be allowed to register 2 hours ahead of all other state employees.~~

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

**Attachment D**

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

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

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

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

~~**24.10 Same-Sex Domestic Partner Health Care Stipend Policy.** Due to changes in law, this program has been discontinued. Employees enrolled in the program as of January 1, 2015, were given the one-year notice required.~~