



UNIVERSITY OF CENTRAL FLORIDA

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

**April 21, 2020, 1:00 – 2:00 p.m.**

**Conference call-in phone number: 844-992-4726 Access code: 790 565 321#**

**AGENDA**

**I. CALL TO ORDER**

John Sprouls  
*Chair,  
Compensation and Labor Committee*

**II. ROLL CALL**

Brittney Bannister  
*Administrative Coordinator,  
Human Resources*

**III. MEETING MINUTES**

- [February 19, 2020, meeting minutes](#)

Chair Sprouls

**IV. NEW BUSINESS**

- Article 3: UFF Privileges, Article 17: Leaves, Article 18: Inventions and Works, and Article 23: Salaries of the Collective Bargaining Agreement with the United Faculty of Florida ([CLC-1](#))
- Termination of Performance Unit Plan Incentive Awards ([CLC-2](#))
- UCF Health/ College of Medicine Compensation Plan ([CLC-3](#))

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

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

Chair Sprouls  
Deborah C. German,  
*Vice President for Health Affairs  
and Dean, College of Medicine*  
Danny Cavallo,  
*Associate Vice President  
for Financial Affairs,  
College of Medicine*

- Compensation and Labor Committee Charter ([INFO-1](#))

Chair Sprouls  
Maureen Binder

**V. CLOSING COMMENTS**

Chair Sprouls



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees  
Compensation and Labor Committee  
February 19, 2020**

**MINUTES**

**CALL TO ORDER**

Chair John Sprouls called the meeting to order at 3:02 p.m. The following committee members attended the meeting: Chair John Sprouls, Vice Chair Michael Okaty, Ken Bradley, Harold Mills and board chair Beverly Seay. Board member David Walsh also attended the meeting.

**MEETING MINUTES**

The minutes of the September 17, 2019, meetings were unanimously approved as submitted. Trustee Mills moved, seconded by Trustee Bradley.

**NEW BUSINESS**

Presidential Assessment Criteria (CLC-1). Committee Chair Sprouls introduced Maureen Binder, Associate Vice President and Chief Human Resources Officer, who presented an overview of the draft proposed presidential performance assessment criteria. During discussion, Trustee Mills recommended that financial acumen and the university's performance-based funding (PBF) be emphasized on the assessment. Board Chair Seay concurred, further noting her opinion that UCF reaching state university "Preeminent" status be stated as a stretch goal in a criterion regarding PBF. Chair Seay also stated her agreement with Trustee William Self's comments to the Presidential Search Committee requesting the addition of "a respect and concern for faculty" within Criterion #2. Seay additionally requested that the assessment place more emphasis on fundraising. Trustee Bradley suggested adding additional criteria specifically for "Relationship with Governance" to include the board of trustees and other government agencies, including the Board of Governors. Trustee Bradley further recommended defining the criteria in more actionable terms. Trustee Mills recommended adding benchmarks and metrics for tracking. Finally, Trustee Bradley finally suggested that the incoming president may add to the assessment criteria post-hire.

Noting the sufficiency of the current assessment draft for negotiation purposes, the Committee moved to table CLC-1 with a request for Maureen to make changes and reintroduce updated document at the next meeting.

Presidential Executive Compensation Analysis (CLC-2). Chair Sprouls again introduced CHRO Maureen Binder, who introduced Yelena Stiles and Jason Adwin from Segal, who presented a summary of the Presidential Executive Compensation Analysis. After discussion about details in the report, Trustee Bradley motioned and Vice Chair Okaty provided a second to approve the item.. Committee members voted unanimously to move CLC-2 forward.

Termination of the Performance Unit Plan (CLC-3). Committee Chair Sprouls again introduced CHRO Binder, who discussed the option of terminating the Performance Unit Plan (PUP). Interim President Seymour commented that he supports termination of the PUP and noted that UCF's current leadership team is committed to the university for reasons beyond compensation. Seymour argued that the vice presidents find fulfillment and have a passion for working for students and will work just as hard without the PUP. Trustee Mills discussed his desire to re-introduce a performance-based incentive plan next year if the current plan is terminated. Chair Sprouls asked Maureen to research another incentive pay vehicle after the new president is hired. A motion to approve CLC-3 was given by Trustee Bradley and seconded by Vice Chair Okaty. Committee members voted unanimously to move CLC-3 forward.

Performance Unit Plan Award 2015-2018 Discussion (CLC-4). CHRO Maureen Binder conveyed the desires of the vice presidents to eliminate 2015-2018 PUP payments in light of the currently adverse financial conditions. Interim President Seymour also noted that staff did not receive wage increases raises last year. Chair Sprouls discussed concerns of legal risk if 2015-2018 awards are not paid. Scott Cole, Vice President and General Counsel, advised that the determination is ultimately up to the Board and did not believe there would be a legal risk in award elimination. A motion to approve CLC-4 was provided by Trustee Bradley and seconded by Vice Chair Okaty. Votes for moving CLC-4 forward given by Chair Sprouls, Vice Chair Okaty, and Trustee Bradley. Trustee Mills voted against the motion.

#### **CLOSING COMMENTS**

Chair Sprouls adjourned the meeting at 4:50 p.m.

Reviewed by:

\_\_\_\_\_  
John Sprouls  
Chair  
Compensation and Labor Committee

\_\_\_\_\_  
Date

Submitted by:

\_\_\_\_\_  
Janet Owen  
Associate Corporate Secretary

\_\_\_\_\_  
Date

ITEM: CLC-1

**UCF BOARD OF TRUSTEES**  
**Compensation and Labor Committee**  
**April 21, 2020**

**Title: Article 3: UFF Privileges, Article 17: Leaves, Article 18: Inventions and Works, and Article 23: Salaries of the Collective Bargaining Agreement with the United Faculty of Florida**

---

**Background:**

The anticipated ratification of Agreement by the UCF Chapter of United Faculty of Florida (UFF) was on 4/20/20 and Article 3: UFF Privileges, Article 17: Leaves, Article 18: Inventions and Works, and Article 23: Salaries were discussed. The parties now desire that the Board of Trustees ratify the Agreement.

**Issues to be Considered:**

Whether to ratify Article 3: UFF Privileges, Article 17: Leaves, Article 18: Inventions and Works, and Article 23: Salaries of the Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the UCF Chapter of the United Faculty of Florida.

**Alternatives to Decision:**

Refuse to ratify the amended articles of the Collective Bargaining Agreement between University of Central Florida Board of Trustees and the UCF Chapter of the United Faculty of Florida.

**Fiscal Impact and Source of Funding:**

No additional fiscal impact. The one-time payments from Article 23.3(b) were previously approved and paid.

**Recommended Action:**

The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends approval of Articles 3, 17, 18, and 23 of the Collective Bargaining Agreement between the UCF Board of Trustees and the UCF Chapter of UFF.

**Authority for Board of Trustees Action:**

BOG Regulation 1.001(5)(a),(b)

**Contract Reviewed/Approved by General Counsel:**

NA

**Committee Chair or Chair of the Board approval:**

Committee Chair John Sprouls has approved adding this item to the agenda.

---

**Submitted by:**

Michael Johnson, Vice President of Academic Affairs and Interim Provost

**Supporting Documentation:**

**Attachment A:** Articles 3, 17, 18, and 23 of the UFF CBA

**Facilitators/Presenters:**

Sherry Andrews, Associate General Counsel and Associate Provost

## Attachment A

### 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

## Attachment A

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.



## Attachment A

### 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.

## Attachment A

### ~~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.

## Attachment A

~~(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.**~~

## Attachment A

~~(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

## Attachment 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.

### **17.413 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

## Attachment A

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.

## Attachment A

(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.

## Attachment A

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.**



## Attachment A

(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 10 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.~~

## Attachment A

~~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.~~

## Attachment A

### **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](#)

## Attachment A

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

## Attachment A

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.**

## Attachment A

(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,~~

## Attachment A

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

## Attachment A

~~(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.



## Attachment A

(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.

## Attachment A

(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

## Attachment A

(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 ~~120~~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 ~~120~~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)

## Attachment A

### 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.

## Attachment A

(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

## Attachment A

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 T 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.

## Attachment A

(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.

## Attachment A

~~(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.



## Attachment A

(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

## **Attachment A**

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.

ITEM: CLC-2

**UCF BOARD OF TRUSTEES**  
**Compensation and Labor Committee**  
**April 21, 2020**

**Title: Termination of Performance Unit Plan Incentive Awards**

---

**Background:**

On February 20, 2020, the University of Central Florida Board of Trustees terminated the Performance Unit Plan for the President and Other Senior Officers and eliminated the incentive awards for the 2015-18 cycle. In its decision, the Board cited its authority under the Plan Document to reduce, modify, suspend or eliminate incentive awards for any Performance Periods, when in the discretion of the Board, prudence deems such action appropriate, and particularly upon determination of an adverse financial situation impinging upon the university. The adverse financial situation cited is ongoing.

**Issues to be Considered:**

Whether or not to eliminate all future incentive awards, particularly the 2016-19 and 2017-20 Performance Unit Plan cycles.

**Alternatives to Decision:**

Reduce, modify, suspend, or pay incentive awards for the 2016-19 and/or 2017-20 Performance Unit Plan cycles.

**Fiscal Impact and Source of Funding:**

Elimination of the incentive award for each cycle has an estimated projected cost savings value of between \$178,000 and \$376,000 annually based on the five year average.

**Recommended Action:**

Eliminate all future incentive awards of the Performance Unit Plan based upon a finding of "Adverse Financial Conditions" as defined in the plan.

**Authority for Board of Trustees Action:**

Florida Board of Governors Regulation 1.001(5)(a)

**Contract Reviewed/Approved by General Counsel:**

NA

**Committee Chair or Chair of the Board approval:**

Committee Chair John Sprouls has approved adding this item to the agenda.

---

**Submitted by:**

Maureen Binder, Associate Vice President and Chief HR Officer

**Supporting Documentation:**

**Attachment A:** 2016 – 2019 Performance Unit Plan Payments

**Attachment B:** 2017 – 2020 Performance Unit Plan Payments

**Facilitators/Presenters:**

Maureen Binder

## Attachment A

### University of Central Florida

#### Performance Unit Plan Awards for 2016-19

Name	Position	Base Salary	2013-16	2014-17	2015-18	Proposed Units for 2016-19					
						2016-19	Incr #	Incr %	Min	2016-19 Target	Max
Whittaker, Dale	Provost and Executive Vice President, Academic Affairs	\$412,080	0	530	560	577	17	3%	\$14,423	\$57,691	\$86,537
German, Deborah	VP and Dean, Medical Affairs	\$576,912	700	740	780	808	28	4%	\$20,192	\$80,768	\$121,152
Klonoff, Elizabeth	VP, Research, and Dean of Graduate Studies	\$260,000	0	0	0	364	0	0%	\$9,100	\$36,400	\$54,600
Merck, William	VP, Administration and Finance	\$334,815	370	410	460	469	9	2%	\$11,719	\$46,874	\$70,311
Morseberger, Michael	VP, Development and Alumni Relations	\$437,835	0	0	600	613	13	2%	\$15,324	\$61,297	\$91,945
Cole, Scott	VP and General Counsel	\$288,456	330	380	390	404	14	4%	\$10,096	\$40,384	\$60,576
Heston, Grant	VP, Communications and Marketing	\$231,795	0	300	320	325	5	1%	\$8,113	\$32,451	\$48,677
Holsenbeck, Daniel	Senior VP, University Relations	\$247,248	280	310	340	346	6	2%	\$8,654	\$34,615	\$51,922
Ehasz, Maribeth	VP, Student Development and Enrollment Services	\$257,550	280	320	350	361	11	3%	\$9,014	\$36,057	\$54,086
Schell, Rick	VP and Executive Chief of Staff, Office of the President	\$236,946	270	300	320	332	12	4%	\$8,293	\$33,172	\$49,759
Donegan, Helen	VP Emerita, Community Relations	\$180,285	220	230	250	252	2	1%	\$6,310	\$25,240	\$37,860
Hartman, Joel	VP, Information Technologies and Resources	\$312,090	0	0	420	437	17	4%	\$10,923	\$43,693	\$65,539
SubTotal		\$3,776,012	2,450	3,520	4,790	5,286	1,270		\$119,750	\$479,000	\$718,500
Hitt, John <sup>1,2</sup>	President	\$606,876	2,550	2,630	2,788						
Total		\$4,382,888	5,000	6,150	7,578	5,286	1,270		\$ 119,750	\$ 479,000	\$ 718,500

<sup>1</sup> includes 20% deferred salary supplement

<sup>2</sup> President Hitt's units to be determined by the Compensation and Labor Committee

## Attachment B

### University of Central Florida

#### Performance Unit Plan Awards for 2017-20

Name	Position	Base Salary	2014-17	2015-18	2016-19	Proposed Units for 2017-20					
						2017-20	Incr #	Incr %	Min	Target	Max
Whittaker, Dale	Provost and Executive Vice President, Academic Affairs	\$421,352	530	560	577	589	12	2%	\$14,714	\$58,854	\$88,281
German, Deborah	VP and Dean, Medical Affairs	\$589,893	740	780	808	824	16	2%	\$20,604	\$82,416	\$123,624
Klonoff, Elizabeth	VP, Research, and Dean of Graduate Studies	\$265,850	0	0	364	371	7	2%	\$9,282	\$37,128	\$55,692
Merck, William	VP, Administration and Finance	\$342,348	410	460	469	478	9	2%	\$11,960	\$47,838	\$71,757
Morseberger, Michael	VP, Development and Alumni Relations	\$447,686	0	600	613	625	12	2%	\$15,632	\$62,526	\$93,789
Cole, Scott	VP and General Counsel	\$294,946	380	390	404	412	8	2%	\$10,302	\$41,208	\$61,812
Heston, Grant	VP, Communications and Marketing	\$236,842	300	320	325	332	7	2%	\$8,288	\$33,150	\$49,725
Holsenbeck, Daniel	Senior VP, University Relations	\$252,811	310	340	346	353	7	2%	\$8,823	\$35,292	\$52,938
Ehasz, Maribeth	VP, Student Development and Enrollment Services	\$263,345	320	350	361	368	7	2%	\$9,206	\$36,822	\$55,233
Schell, Rick	VP and Executive Chief of Staff, Office of the President	\$242,277	300	320	332	339	7	2%	\$8,466	\$33,864	\$50,796
Hartman, Joel	VP, Information Technologies and Resources	\$319,112	0	420	437	446	9	2%	\$11,144	\$44,574	\$66,861
	SubTotal	\$3,676,462	3,290	4,540	5,036	5,137	101		\$128,418	\$513,672	\$770,508
Hitt, John <sup>1</sup>	President	\$606,876	2,630	2,788	2,940	3,028	88	3%	\$75,705	\$302,820	\$454,230
	Total	\$4,283,338	5,920	7,328	7,824	8,165	189		\$ 204,123	\$ 816,492	\$ 1,224,738

<sup>1</sup> Approved by the board of trustees on October 26, 2017

ITEM: CLC-3

**UCF BOARD OF TRUSTEES**  
**Compensation and Labor Committee**  
**April 21, 2020**

**Title: Approval of UCF Health Clinical Provider and Directors Compensation Plan**

---

**Background:**

UCF Health is UCF College of Medicine’s (“COM”) clinical faculty practice. UCF employs clinical faculty members and non-faculty clinical providers who provide clinical care across many disciplines and specialties at UCF Health and whose clinical employment directly generate revenue for the clinical faculty practice (collectively, “UCF Health Providers” or “providers”). UCF Health also employs Medical Directors who provide clinical oversight and Directors of Operations who provide administrative and operations support (“Clinic Directors”). The *UCF Health Clinical Provider and Directors Compensation Plan* (the “compensation plan”) has been developed to reward UCF Health Providers and Directors for clinical and nonclinical effort and excellence in a manner that recognizes individual performance and contributions to UCF Health.

The purpose of the compensation plan is to provide fair, transparent and market-driven compensation to UCF Health Providers and Clinic Directors. Productivity and value-based targets will be utilized to align UCF Health compensation with individual performance and provide incentive compensation for high-performing UCF Health Providers and Clinic Directors who support, achieve, or maintain operational excellence. In addition, to recognize that the success of UCF Health depends also on contributions made by staff, the Compensation Plan allows to pay incentives to eligible staff of up to 20% of UCF Health’s favorable budget variance.

**Issues to be Considered:**

The implementation of the compensation plan will enable UCF Health to attract and retain clinical talent, which in turn will drive clinical revenue. The Compensation Plan will also standardize various individual incentive compensation agreements currently in place.

The compensation plan applies only to COM employed clinical providers whose assigned job duties at UCF Health generate clinical income, to Medical Directors providing clinical oversight, and to Directors of Clinic Operations assigned to UCF Health.

The Compensation Plan was developed over many months in collaboration with a compensation workgroup that included representatives from clinical and non-clinical faculty, COM department Chairs, the UCF Health Medical Directors, COM Administration, COM Human Resources, and Finance. In addition, the Compensation Plan was shared and discussed with UCF Interim President Thad Seymour, Interim Provost Michael Johnson, Human Resources, the Office of Faculty Affairs and the Office of General Counsel. The comments and suggested revisions of these individuals and groups have been incorporated into the Compensation Plan as appropriate.

**Alternatives to Decision:**

The Compensation and Labor Committee can vote to not approve the compensation plan or suggest revisions.

**Fiscal Impact and Source of Funding:**

The compensation plan provides for multi-level incentives, which will be funded via different mechanisms, i.e.:

- Value-based incentives for current faculty will be funded by adjusting base compensation down by 3%. The goals will be to eventually reach 10% value-based incentives (in line with healthcare industry trends). UCF Health management plans to increase value-based incentives from 3% to 10% over the next 3 years through use of annual inflationary compensation adjustments. New faculty will join with 10% value based component.
- Productivity incentives are triggered by achieving a high level of productivity. UCF Health management is not budgeting for productivity above the 75<sup>th</sup> percentile, and as a consequence, productivity incentives are funded through higher productivity and self-funded through higher revenue.
- Base compensation of UCF Health Providers who do not meet established productivity targets may be adjusted downward every 6 months in accordance with formulas provided for by the compensation plan. This will ensure that compensation is fair and aligns with productivity.
- Administrative incentives for Clinic Directors will be funded by adjusting base compensation down by 10%.
- Staff incentives will be funded by outperforming budgetary targets that will result in generating additional resources.

The compensation plan also requires that UCF Health needs to meet its budgetary targets before any individual incentives may be paid out. Also, no incentive payment shall result in UCF Health not meeting its budgetary target. Finally, incentive payments depend on UCF Health (CFCPO) ability to generate positive cash flow.

**Recommended Action:**

Review and recommend approval by the BOT of the *UCF Health Clinical Provider and Directors Compensation Plan* and authorize UCF Health’s administrative to team take such actions as are necessary regarding implementing the plan.

**Authority for Board of Trustees Action:**

Compensation and Labor Committee Charter, Section 2.5

BOG Reg. 1.001(5)(a) University Board of Trustees Power and Duties (“Each board of trustees shall provide for the establishment of the personnel program for all the employees of the university... which may include but is not limited to: compensation ...”).

**Contract Reviewed/Approved by General Counsel:**

N/A

**Committee Chair or Chair of the Board approval:**

Committee Chair John Sprouls has approved adding this item to the agenda.

---

**Submitted by:**

Deborah C. German, Vice President for Health Affairs and Dean, College of Medicine

**Supporting Documentation:**

**Attachment A:** Executive Summary: UCF Health Clinical Provider and Directors Compensation Plan

**Attachment B:** UCF Health Clinical Provider and Directors Compensation Plan (Detail)

**Attachment C:** Executive Summary: UCF Health Clinical Provider and Directors Compensation Plan Presentation

**Attachment D:** UCF Health Clinical Provider and Directors Compensation Plan Presentation (full presentation)

**Facilitators/Presenters:**

Deborah C. German, Vice President for Health Affairs, and Dean, College of Medicine

Danny Cavallo, Associate Vice President of Administration and Finance, Chief Financial Officer, College of Medicine



**Attachment A**



**UCF HEALTH CLINICAL PROVIDER AND DIRECTORS COMPENSATION PLAN**

**Question 1:** Why are we implementing a UCF Health compensation plan? Why is it a good idea?

**Answer:** It is not unusual at all to have an incentive plan for healthcare providers. Actually, it is very common and many faculty practices have an incentive plan. This includes for example the University of Florida College of Medicine and University of South Florida Health Care Enterprise.

The compensation plan serves multiple purposes, incl.

- Provides standardized principles outlining who is eligible and when incentives can be earned. Today, we have one-off, nonstandard, legacy incentive arrangements with providers. The plan establishes standard guidelines applicable to all providers that qualify.
- In addition to productivity incentives, the plan establishes incentives for value-based care. It is crucial to have the ability to incentivize value-based care, or hold-back compensation if value-based care is not met. The focus in healthcare industry is increasingly on value-based care and payers may also reimburse based on value-based care. As such, it may be used to tie payer reimbursement requirements to compensation levels of the provider.
- It provides an “incentive” to be more productive, knowing that it may lead to additional compensation. Being more productive would lead to a win-win situation. It would provide additional incentives for highly productive providers and it would provide additional financial resources for the practice.

In addition, we just recently established higher productivity targets for UCF Health providers (75<sup>th</sup> %tile for the majority of providers, which is high). The plan will provide additional motivation to achieve the higher

## Attachment A

targets.

- The plan is also a compliance tool. Productivity and compensation need to be reasonably aligned compared to benchmarks. The compensation plan insures that this is the case, both ways. It allows to provide additional compensation for highly productive provider (ensuring alignment, i.e. providers with higher productivity earn higher compensation) and it allows to adjust compensation down if targets are not met (ensuring alignment, i.e. non-productive providers earn less). It is very important to outline that it provides a tool to adjust compensation down which today is not possible.
- It is a retention tool. Providers that are highly productive have expectations as it relates to their compensation. If we cannot meet those expectations, they would and can leave. Which we have examples in our own small faculty practice. Most of our providers would be very welcome at any other faculty practice plan. We don't want our most productive providers to leave.
- The plan establishes compensation criteria based on national best-practice (benchmarks). As such it is market-driven, transparent, and equitable.

**Question 2:** What is the economic impact (fiscal impact and source of funding)?

**Answer:** The compensation plan provides for multi-level incentives, which will be funded via different mechanisms, i.e.:

- Value-based incentives for current faculty will be funded by adjusting base compensation down by 3%, thus it will come from their existing salary which will be placed at risk. The goals will be to eventually reach 10% value-based incentives (in line with healthcare industry trends). UCF Health management plans to increase value-based incentives from 3% to 10% over the next 3 years through use of annual inflationary compensation adjustments. New faculty will join with 10% value based component.
- Productivity incentives are triggered by achieving a high level of productivity, thus source of funding will be increased revenue. Only after we have met and exceeded our existing targets will this incentive be paid

## **Attachment A**

and it will be a small portion of the additional revenue that we have gained as a result of the incentive program.

- Base compensation of UCF Health Providers who do not meet established productivity targets may be adjusted downward every 6 months in accordance with formulas provided for by the compensation plan. This will ensure that compensation is fair and aligns with productivity.
- Administrative incentives for Clinic Directors will be funded by adjusting base compensation down by 10%, thus it will come from their existing salary which will be placed at risk.
- Staff incentives will be funded by outperforming budgetary targets that will result in generating additional resources.

The compensation plan also requires that UCF Health needs to meet its budgetary targets before any individual incentives may be paid out. Also, no incentive payment shall result in UCF Health not meeting its budgetary target. Finally, incentive payments depend on UCF Health (CFCPO) ability to generate positive cash flow.

**Attachment B**



COLLEGE OF MEDICINE PRACTICE

DRAFT 04-06-2020

**UCF HEALTH CLINICAL PROVIDER AND DIRECTORS COMPENSATION PLAN<sup>1</sup>**

**Introduction**

UCF Health is the University of Central Florida (“UCF”) College of Medicine’s (“COM”) clinical faculty practice. UCF employs clinical faculty members and non-faculty clinical providers who provide clinical care across many disciplines and specialties at UCF Health and whose clinical employment directly generate revenue for the clinical faculty practice (collectively, “UCF Health Providers” or “providers”). UCF Health also employs Medical Directors who provide clinical oversight and Directors of Operations who provide administrative and operations support (“Clinic Directors”). The *UCF Health Clinical Provider and Directors Compensation Plan* (the “compensation plan”) is to reward UCF Health Providers and Directors for clinical and nonclinical effort and excellence in a manner that recognizes individual performance and contributions to UCF Health.

**Purpose**

The purpose of the compensation plan is to provide fair, transparent and market-driven compensation to UCF Health Providers and Clinic Directors. Productivity and value-based targets will be utilized to align UCF Health compensation and provide incentive compensation for high-performing UCF Health Providers and Clinic Directors who support, achieve, or maintain operational excellence.

**Scope and Eligibility**

The compensation plan applies only to COM employed clinical providers whose assigned job duties at UCF Health generate clinical income, to Medical Directors providing clinical oversight, and to Directors of Clinic Operations assigned to UCF Health. Newly hired UCF Health Providers will participate in the compensation plan after a ramp up period during which they receive a guaranteed salary.

UCF Health Providers with at least 10% clinical effort will participate in value-based compensation under the compensation plan, and providers with at least 40% clinical effort are eligible for productivity incentive

---

<sup>1</sup> This plan does not constitute an agreement between the University of Central Florida (“UCF”) and any UCF Health Provider. Obligations on the part of UCF, COM and/or any UCF Health Provider or Staff shall only arise out of definitive written agreements.

## Attachment B

compensation. When UCF Health outperforms budgetary targets, as much as 20% of the favorable variance can be used to pay additional incentives for eligible UCF Health employees.

### Compensation Components and Benchmarks

Compensation is the amount of money, not including benefits, paid to UCF Health Providers or Clinic Directors for performing assigned job duties. Total Compensation is comprised of three components: base compensation, value-based compensation and productivity incentive compensation. Base compensation and value-based compensation comprise Target Compensation, which is established based on nationally recognized benchmarks, and may be adjusted at the beginning of each fiscal year in order to ensure reasonable alignment between compensation and budgeted productivity targets. Reasonable alignment is assumed if compensation and productivity targets are within 25 percentile points of the applicable compensation and productivity benchmark. Compensation shall not be below the 50<sup>th</sup> percentile if productivity is at or above the 75<sup>th</sup> percentile.

Total Compensation = Base Compensation + Value-based Compensation + Productivity Incentive



Base Compensation accounts for 97% of Target Compensation. This percentage may be adjusted annually, however, base compensation cannot be less than 90% of Target Compensation. Target Compensation represents a fair salary by discipline (i.e., specialties) with reasonable productivity expectations. Target Compensation will typically be set at around the 50<sup>th</sup> percentile of the applicable benchmark set by the Association of American Medical Colleges (AAMC) National Public Schools/Rank (a separate compensation benchmark may be used if more appropriate). Target compensation may be adjusted to meet market demands. Compensation levels of UCF Health Providers and Clinic Directors will be reviewed and evaluated on an individual basis by the provider’s Chair (if applicable), Chief Medical Officer, and COM’s Chief Financial Officer. In certain circumstances, blended AAMC benchmarks will be utilized to set Target Productivity. For example, if a UCF Health Provider patient population has significant components of different sub-specialties, a blended productivity benchmark will be applied.

Compensation benchmarks utilized by the compensation plan take into account cost of living adjustments. UCF Health Providers’ with compensation above the 60<sup>th</sup> percentile will ordinarily not be subject to university-wide across the board salary increases. Chairs of clinical departments (or direct supervisor) will have the authority at their discretion to allocate an allotted pool of cost of living adjustments, if any, to faculty and/or nurse practitioners in their departments.

Value-based Compensation accounts for 3% of the Target Compensation. Value-based Compensation is based on value-based targets, and will be paid out at least quarterly beginning in October 2020. The value-based compensation metrics take into account 3 components: schedule/bump rate; completion of medical records; and good citizenship (meeting attendance and committee participation). The metrics may be adjusted annually.

UCF Health Providers who exceed productivity targets based on wRVUs or collections will also be eligible for a Productivity Incentive. See section on Productivity Incentive.

## **Attachment B**

Ordinarily, the total amount of Base Compensation and Value based Compensation (i.e., Target Compensation) shall not be below the 25<sup>th</sup> percentile or above the 75<sup>th</sup> percentile of the approved benchmark. Additional review and recommendation by the Compensation Committee is required if Target Compensation falls below the 25<sup>th</sup> percentile or exceeds the 75<sup>th</sup> percentile of the benchmark.

### **Productivity Incentive (UCF Health Providers)**

Productivity Incentive compensation is available to UCF Health Providers who meet the Productivity Incentive Threshold and other criteria set forth in the compensation plan. In most cases, the Productivity Incentive Threshold is set annually at the 75<sup>th</sup> percentile of productivity of a nationally recognized benchmark, and documented in the annually updated provider profile document. In certain circumstances, blended productivity benchmarks will be utilized to set Target Productivity. For example, if a UCF Health Provider patient population has significant components of different sub-specialties, a blended productivity benchmark will be applied. Providers with rank-adjusted compensation above the 75<sup>th</sup> percentile can participate in the productivity incentive plan after reaching 90<sup>th</sup> percentile productivity.

Productivity Incentive compensation is calculated utilizing a wRVU methodology. In some cases, one of two alternative methodologies for calculating Productivity Incentive compensation may be identified and communicated to a provider in advance of the upcoming fiscal year. The two alternative methodologies that may be utilized to calculate Productivity Incentive compensation in certain cases are: 1) a percentage of collections for collections above the productivity incentive threshold; or 2) revenue minus expenses. Ordinarily, Productivity Incentive compensation will be paid semi-annually.

#### Productivity Incentive pay based on wRVU (work relative value unit)

When a UCF Health Provider meets the identified Productivity Incentive Threshold, Incentive Compensation is paid at 40% of the actual payment per wRVU for the provider. The percentage paid as Productivity Incentive Compensation will be periodically reviewed and may change based on market condition and other financial considerations, as well as to ensure compensation remains in alignment with productivity.

#### Alternative Methodology: Incentive pay based on collection model

When a UCF Health Provider meets the Incentive Threshold and the collection model is used to calculate Incentive Compensation, Incentive Compensation is paid at 40% of actual collection. The percentage paid as Productivity Incentive Compensation will be periodically reviewed and may change based on market condition and other financial considerations, as well as to ensure compensation remains in alignment with productivity.

#### Alternative Methodology: Incentive pay based on revenue minus expenses

The incentive for a UCF Health Provider under the revenue minus expenses model is calculated based on the following formula: revenue (i.e. collection) generated by provider, minus faculty compensation and benefits, minus direct clinical support staff compensation and benefits, minus other reasonable direct and indirect costs, minus reasonable mission support contribution of up to 15% of collections.

## **Attachment B**

### **Administrator Incentives**

Clinic Directors are eligible for incentives in addition to their administrative salary. Clinic Directors are required to meet three, annually pre-defined goals, each of which will be worth 5% of compensation. The Associate Dean for Clinical Affairs is responsible for determining appropriate goals, one of which will be determined in collaboration with the providers, and one of which will address meeting budgetary targets. The goals will be clearly defined and measured every six-months.

### **Adjustments Related to Productivity Targets**

Compensation will be reviewed every six months if productivity targets are not being met.

- For UCF Health Physician Providers, compensation may be adjusted down up to 10% of target compensation, by \$20,000, or down to 25 percentile points spread between productivity and compensation, whichever is less. This will ensure that compensation aligns reasonably with productivity. See example in Appendix B.
- For UCF Health Nurse Practitioner Provider, compensation may be adjusted down up to 5% of target compensation, by \$5,000, or down to 10 percentile points spread between productivity and compensation, whichever is less. This will ensure that compensation aligns reasonably with productivity.

The provider's Chair, the Chief Medical Officer, and the COM Chief Financial Officer, may require that a provider be compensated utilizing the revenue minus expense model, following a 3-month phase in. The revenue minus expense model is normally required if provider's base-compensation is at or below the 25<sup>th</sup> percentile due to target shortfall adjustments.

All UCF Health Providers are expected to perform at least at the 75<sup>th</sup> percentile of applicable productivity benchmarks.

### **New Hires**

New UCF Health Providers will be provided with an offer letter setting forth, among other things, Base Compensation, Target Compensation, Target Productivity, and estimated ramp-up period. The ramp-up period should not extend beyond two years, unless unusual circumstances warrant an extension. Ramp-up periods may differ between specialties, especially between surgical/procedural and non-surgical service lines, but individual provider contracts/offer letters will define individual specifics. After the ramp-up period, new hires are subject to this compensation plan. New hires may participate in the productivity incentive plan:

- a) 12 months after end of individual ramp-up period; or
- b) before end of individual ramp-up period if standard target expectations have been met for a continuous period of 3 months. The baseline for the productivity incentive calculation will start after the 3 month period.

## Attachment B

### Productivity Incentive Pool Triggers

Ordinarily, to allow for any individual Productivity Incentive payout, UCFHealth needs to achieve its annual budgeted operating income/loss. When UCF Health outperforms budgetary targets, as much as 20% of the favorable variance can be used to pay additional incentives for eligible UCFHealth employees.

UCF Health may define quality measures for the clinic, in which case the incentive compensation pool will be pro-rated based on the % achieved of the quality measures.

Ordinarily, service lines with more than one provider (currently Primary Care, Rheumatology, and Dermatology) are required to achieve productivity targets as a service line (sum of individual targets) before any individual incentive payouts can occur.

Once the group productivity incentive requirements are met, incentive compensation will be paid out based on individual performance.

### Annual Timeline

Pre-start Fiscal Year			
January	February	March	April
Update FTE effort for the upcoming fiscal year	Define value-based goals Define Incentive Threshold by Provider Define Administrative Goals Update provider profile	Discuss provider profile with provider	Update clinical schedule as necessary

Fiscal Year			
October/November	January/February	April/May	July/August
Review value-based goals for Q1 and payout	Review value-based goals for Q2 and payout Review productivity goals for S1 and payout * Adjust target compensation as necessary	Review value-based goals for Q3 and payout	Review value-based goals for Q4 and payout Review productivity goals for S2 and payout* Adjust target compensation as necessary

Q = Quarter

S = Semester (6-months)

\* Productivity goals paid out at 75% to account for potential fluctuation. True-up happens at year end.



## **Attachment B**

### **Annual Provider Profile Document**

As part the yearly target setting process, an Annual Provider Profile document will developed and discussed with each provider. A sample provider profile document is contained in Appendix A. The provider profile document will include:

- COM's Mission Statement
- Effort Distribution
  - Clinical FTE
  - Administrative FTE
  - Contract FTE
  - Academic FTE
- Productivity Targets
  - Encounters Goal
  - wRVU Goal
  - Clinical Sessions per Year
  - Incentive Threshold
- Value Based Targets

### **Compensation Committee**

A UCF Health Compensation Committee will be established, comprised initially of representatives from COM Finance, the Chief Medical Officer, the Chair of Internal Medicine, the Chair of Clinical Sciences, a representative of UCF Health Clinical Provider, COM Legal (ex-officio), a UCF representative appointment by Academic Administration (ex-officio), and the UCF Chief Financial Officer or his/her designee (ex-officio). The Compensation Committee will review UCF Provider Target Compensation when an individual provider Target Compensation falls below the 25<sup>th</sup> percentile or above the 75<sup>th</sup> percentile. In addition, the Compensation Committee will also review and sign-off on productivity incentive payouts. The Committee's role will be to provide objective guidance to the Vice President of Health Affairs with regard to the compensation plan, but the Committee will not have authority to alter the plan. The Compensation Committee or a subcommittee of the Committee, when requested by the Vice President of Health Affairs to do so, will investigate appeals or make recommendations to the Dean of the College of Medicine with regard to grievances related to the compensation plan.

### **Appeals and Grievances**

When a UCF Health Provider disagrees with the productivity targets set for the provider or with a base pay adjustment, the provider should work diligently with his/her Chair to resolve the disagreement. In the rare event that the disagreement cannot be solved, the UCF Health Provider may appeal to the Dean. The Dean may refer the appeal to the Compensation Committee or a designee to investigate the appeal and make a recommendation to the Dean. The Dean will determine the outcome of any appeal. The appeal stops there.

## **Attachment B**

If informal resolution of a dispute is not successful, UCF Health Faculty members may initiate a grievance in accordance with UCF Regulation 3.3036.

### **Funding for Compensation Plan**

As part of a state-funded university, COM's ability to fund compensation under this compensation plan is contingent upon receipt of annual appropriations from the Florida Legislature and additional resources. In addition, if a Productivity Incentive Compensation payment or payments will cause UCF Health to not meet its budgetary targets, the amount of the Productivity Incentive Compensation payment(s) will be adjusted downward so that budgetary targets are met. Additionally, Productivity Incentive Compensation payment may only be paid from available cash flow.

### **Effective**

The compensation plan becomes effective July 1, 2020.

## Attachment B

### Appendix A: Annual Provider Profile

#### UCF Health - Fiscal Year 2020 Provider Profile and Targets

##### Mission

The University of Central Florida College of Medicine Mission is to educate and inspire individuals to be exemplary physicians and scientists, leaders in medicine, scholars in discovery, and adopters of innovative technology to improve the health and well-being of all.

Our patient-centered mission is achieved by outstanding medical care and services, groundbreaking research, and leading edge medical and biomedical education in an environment enriched by diversity.

##### Vision

The University of Central Florida College of Medicine aspires to be the nation’s premier 21st century college of medicine.

The UCF College of Medicine will be a national leader in education, research, and patient care, recognized for supporting and empowering its students and faculty to realize their passion for discovery, healing, health, and life, and for its ability to create partnerships to transform medical education, health care, and research.

Faculty Profile		Productivity Targets		
<b>Faculty Name</b>	.....	<b>Category</b>	<b>Target</b>	<b>Actual</b>
<b>Rank</b>	Associate Professor of Medicine	Encounters Goal	2048	TBD
<b>Specialty</b>	Rheumatology	wRVU Goal	3410	TBD
<b>Medical Director</b>	.....	Clinical Sessions (Year)	270	TBD
<b>Location</b>	Gateway 3	Incentive Threshold	N/A	
<b>Clinical Support Staff</b>	1.1 FTE (up to)	Incentive Value	N/A	
		Collections Goal	N/A	N/A
Effort Distribution		Value Based Targets		
Clinical FTE	60.00%	<b>Category</b>	<b>Target</b>	<b>Actual</b>
Administrative FTE	0.00%	TBD	TBD	TBD
Contract FTE	0.00%	TBD	TBD	TBD
Academic FTE	40.00%	TBD	TBD	TBD
<b>Total FTE</b>	100.00%			

## Attachment B

### Appendix B: Example of compensation adjustment calculation

Scenario 1: Specialty – Internal Medicine, Rank Assistant Professor, Current Compensation \$206K (=50<sup>th</sup> %tile), wRVU Target 5,982 (75<sup>th</sup> %tile), cFTE 1.0, actual wRVU production 5,694 (70<sup>th</sup> %tile)

Test 1: 10% = 20,600, new compensation = \$185,400

Test 2: \$20,000 adjustment, new compensation = \$186,000

Test 3: 25%tile spread, compensation = 45<sup>th</sup> %tile (70-25). New compensation \$201,000 per AAMC table.

**Reduction only up to the highest adjusted new compensation, thus compensation would be \$201,000**

Scenario 2: Specialty – Internal Medicine, Rank Associate Professor, Current Compensation \$252,200K (=65<sup>th</sup> %tile), wRVU Target 5,982 (75<sup>th</sup> %tile), cFTE 1.0, actual wRVU production 5,694 (70<sup>th</sup> %tile)

Test 1: 10% = 25,220, new compensation = \$226,980

Test 2: \$20,000 adjustment, new compensation = \$232,200

Test 3: 25%tile spread, compensation = 45<sup>th</sup> %tile (70-25). New compensation \$224,200 per AAMC table.

**Reduction only up to the highest adjusted new compensation, thus compensation would be \$232,200**

Attachment C

# UCF HEALTH COMPENSATION & INCENTIVE PLAN

## Executive Summary

1



Attachment C

# EXECUTIVE SUMMARY

- The Plan provides:
  - a standardized methodology to incentive compensation (value based and productivity);
  - eliminates current one-off incentive arrangements;
  - uses national best practice and is based on nationally recognized benchmarks, is market-driven, transparent, and equitable;
  - is a tool to retain and attract outstanding providers and administrators;
  - aligns compensation to productivity (up or down), rewards excellence in quality and productivity;
  - maximize financial and quality performance of the practice.

Attachment C

# IN A NUTSHELL

Three components to provider compensation:

1. Clinical base compensation;
2. Value based compensation;
3. Productivity incentive compensation.

Value-based compensation addresses quality of patient care and alignment with value-based payer contracts.

Productivity incentive rewards outstanding provider productivity ( > 75<sup>th</sup> percentile of nationally recognized benchmark).

Attachment C

# Other key elements

- The Plan is self-funded.
- It reinforces group practice and clinical service line accomplishments:
  - No individual incentive if UCF Health is not meeting budget
  - No individual incentive if clinical service line is not meeting combined targets
- The Plan is a tool to review and potentially adjust compensation every six months.



# Thank You



Attachment D

# UCF HEALTH COMPENSATION & INCENTIVE PLAN

Summary and Discussion Document

1



**Attachment D**

# INTRODUCTION

- The Compensation Plan is part of the UCF Health financial performance initiative.
- The goal is to align incentives for provider productivity and to maximize financial and quality performance of the practice.
- Compensation plans are a standard industry tool to retain high performing providers.

Attachment D

# PURPOSE OF THE PLAN

- To be fair, transparent, and market-driven.
- To attract and retain outstanding providers
- To attract and retain outstanding administrative staff
- To reward excellence in quality and productivity

## Attachment D

# IN A NUTSHELL

UCF Health budgetary targets must be met for individuals to receive incentive compensation.

Three components to Provider compensation

1. Clinical base compensation
2. Value based compensation
3. Productivity incentive compensation

*Note: Today, providers receive a base compensation, equal to 1 and 2 above.*

Clinic Directors are also participants in the incentive plan based on goals set by providers and Associate Dean for Clinical Affairs.

UCF Health Staff may be eligible for incentives if UCF Health outperforms its overall budgetary targets.

## Attachment D

# Scope and Eligibility

Applies to UCF Health Clinical Providers, UCF Health Clinic Directors, and UCF Health Clinic Staff.

- Value based compensation and value based target setting applies only to COM Faculty and NPs that have at least 10% clinical effort;
- Productivity incentive compensation and productivity incentive target setting applies only to COM Faculty and NPs that have at least 40% clinical effort (adjusted for part-time status);
- Providers with rank-adjusted compensation above the 75<sup>th</sup> %tile can participate in the incentive plan after reaching 90<sup>th</sup> %tile productivity;
- Clinic Directors (Medical Directors and Directors of Operation) can also participate in the incentive compensation plan;
- If there is a favorable budget variance after incentive payments have been made to providers and clinic directors, up to 20% of the remaining favorable variance may be available for staff incentive payments.

## Attachment D

# Transition to New Plan

### For Providers

1. Productivity Incentive - no adjustment to base compensation.
2. Value-based component – goal, use 10% of current compensation for value-based risk.
  - a) Implementation, start at 3% reduction
  - b) Move to 10% over three years by using annual compensation adjustments.
  - c) Value-based incentive will be paid out periodically

### For Clinic Directors

1. 10% reduction in base compensation for their administrative portion (effort based). Administrative incentive will be paid out periodically.

Attachment D

# For Newly Hired Providers

1. New compensation plan applies. Value-based component starts at 10%. Incentive productivity starts after agreed upon ramp-up period.
2. Guaranteed compensation during ramp-up period (excluding value-based component).
3. Ramp-up period should not be beyond 24 months, unless unusual circumstances warrant extension.
4. New hires can participate in the incentive component:
  - at the end of the of ramp-up period;
  - before end of individual ramp-up period if standard target expectations have been met for a continuous period of 3 months.



Attachment D

# Compensation and performance targets setting

1. Target compensation
  - is set using a nationally recognized benchmark and is typically between the 25<sup>th</sup> – 75<sup>th</sup> %tile.
  - Target compensation is rank adjusted
2. Value based targets are defined annually before begin of fiscal year. Value based targets typically include three different quality metrics and / or operational metrics.
3. Clinical productivity targets are defined annually using national recognized benchmark and before begin of fiscal year. Clinical productivity targets are typically set at the 75<sup>th</sup> %tile for established providers

Attachment D

# Incentive Pool Triggers

1. Ordinarily, to allow for any individual incentive payout, UCF Health needs to achieve its annual budgeted operating income/loss.
2. In case UCF Health outperforms budgetary targets, as much as 20% of the favorable variance can be used to pay additional incentives for all of UCF Health employees.
3. Service lines with more than one provider must achieve productivity targets for the entire group of providers (sum of individual targets) before any individual incentive payouts can occur.
4. Once the incentive pool has been triggered, incentive payments will be based on individual performance.
5. No incentive payout should lead to UCF Health not meeting its budgetary targets.

**Attachment D**

# **THREE INCENTIVE METHODOLOGIES**

1. Incentives based on wRVUs
2. Incentives based on collections
3. Incentives based on revenue minus expenses

**Attachment D**

# Annual timeline

Pre-start Fiscal Year			
January	February	March	April
Update FTE effort for the upcoming fiscal year	Define value-based goals Define Incentive Threshold by Provider Define Administrative Goals Update provider profile	Discuss provider profile with provider	Update clinical schedule as necessary

Fiscal Year			
October/November	January/February	April/May	July/August
Review value-based goals for Q1 and payout	Review value-based goals for Q2 and payout Review productivity goals for S1 and payout * Adjust target compensation as necessary	Review value-based goals for Q3 and payout	Review value-based goals for Q4 and payout Review productivity goals for S2 and payout* Adjust target compensation as necessary

Q = Quarter

S = Semester (6-months)

\* Productivity goals paid out at 75% to account for potential fluctuation. True-up happens at year end.

## Attachment D

# Process for adjustment upon not meeting performance targets

Compensation will be reviewed every six months if productivity targets are not met:

1. For UCF Health Physician Providers, compensation may be adjusted down up to 10% of target compensation, by \$20,000, or down to 25 percentile points spread between productivity and compensation, whichever is less. This will ensure that compensation aligns reasonably with productivity.
2. For UCF Health Nurse Practitioner Provider, compensation may be adjusted down up to 5% of target compensation, by \$5,000, or down to 10 percentile points spread between productivity and compensation, whichever is less. This will ensure that compensation aligns reasonably with productivity.
3. UCF Health Providers are ordinarily expected to perform at least at the 75th percentile of applicable productivity benchmarks.

## Attachment D

# Compensation Committee

- The Plan establishes a compensation committee
- Members of the compensation committee include representatives of
  - COM Finance,
  - Chief Medical Officer,
  - Chair of Internal Medicine,
  - Chair of Clinical Sciences,
  - Representative of UCF Health Clinical Provider
  - COM Legal (ex-officio),
  - a UCF representative appointment by Academic Administration (ex-officio), and
  - the UCF Chief Financial Officer or his/her designee (ex-officio)
- The Compensation Committee will
  - review UCF Provider Target Compensation when an individual Provider Target Compensation falls below the 25th percentile or above the 75th percentile
  - review and sign-off on productivity incentive payout
  - provide objective guidance to the Vice President of Health Affairs with regard to the compensation plan

# Thank You



ITEM: INFO-1

**UCF BOARD OF TRUSTEES**  
**Compensation and Labor Committee**  
**April 21, 2020**

**Title: Review Compensation and Labor Committee Charter**

---

**Background:**

The Board of Trustees is delegated the authority from the Board of Governors to administer their university. The BOT has chosen to establish committees to provide recommendations to the full board within their scope of delegated authority. Each committee has adopted a charter to describe its scope of authority and those charters are required to be updated regularly.

**Issues to be Considered:**

Review the Compensation and Labor Committee charter, last revised in September 2013, to determine whether updates need to be made.

**Alternatives to Decision:**

NA

**Fiscal Impact and Source of Funding:**

NA

**Recommended Action:**

NA

**Authority for Board of Trustees Action:**

NA

**Contract Reviewed/Approved by General Counsel:**

NA

**Committee Chair or Chair of the Board approval:**

Committee Chair John Sprouls has approved adding this item to the agenda.

---

**Submitted by:**

Maureen Binder, Associate Vice President and Chief Human Resources Officer

**Supporting Documentation:**

**Attachment A:** Compensation and Labor Committee Charter

**Facilitators/Presenters:**

Maureen Binder, Associate Vice President and Chief Human Resources Officer



## **Attachment A**

### **Compensation and Labor Committee Charter**

Fourth Revised  
September 2013

#### **1. Overall Purpose and Objectives**

The Compensation and Labor Committee was established by the University of Central Florida Board of Trustees (“board”) to: 1) conduct periodic compensation and assessment reviews of the president, as required by Florida Board of Governors regulations and develop recommendations to the board for its consideration; 2) review and approve discretionary compensation plans and deferred compensation plans, if any, for senior executives of the university; and 3) oversee the collective bargaining responsibilities of the board.

#### **2. Authority**

The board authorizes the committee to:

- 2.1. perform activities within the scope of its charter, in accordance with board policy, including the Presidential Performance and Compensation Review Policy, and as otherwise directed by the board;
- 2.2. oversee an annual assessment of the president’s performance and compensation, and present recommendations to the board for approval;
- 2.3. consider and review all elements of presidential compensation, including contractual benefits that are not part of the annual compensation process, deferred compensation plans and other compensatory benefits;
- 2.4. oversee review of the employment agreement with the president and present recommendations to the board for approval;
- 2.5. annually review discretionary compensation plans, if any;
- 2.6. engage outside consultants and other advisors, as it deems necessary, with the approval of the board or the president;
- 2.7. advise the board and president regarding prospective and current collective bargaining activities and issues, and make recommendations to the board regarding board action.

#### **3. Organization**

##### **Membership**

- 3.1. The chair of the board will appoint the chair and members of the committee.

## **Attachment A**

- 3.2. The committee will consist of at least three members, including the chair of the committee. The chair of the board will serve as an ex-officio member of the committee.
- 3.3. Members of the committee shall hold office until the appointment of their successors.

### **Meetings**

- 3.4. Meetings held to advise university administrators regarding collective bargaining issues are exempt from the open meetings law.
- 3.5. Meetings held to resolve impasses between the university and one of its collective bargaining units will comply with the open meetings law.
- 3.6. A majority of the regular (not ex officio) committee members shall constitute a quorum for all committee meetings. A quorum having been established, no business shall be transacted without a majority vote of all committee members who are present, including the ex officio members.
- 3.7. Meetings will be held as necessary and called by the chair of the committee or the chair of the board.
- 3.8. The committee will maintain written minutes of its public meetings; however, agenda or minutes shall not be posted for meetings conducted in closed session.
- 3.9. The committee may request special reports from the university on topics that may enhance the committee's understanding of the university's activities and operations.

### **Staff**

- 3.10. The chief human resources officer of the university will serve as staff liaison to the committee and will support the committee's logistical needs.
- 3.11. The Vice President and General Counsel will serve as staff liaison to the committee with respect to any issue requiring legal review or advice, including collective bargaining issues.

## **4. Specific Roles and Responsibilities**

- 4.1. The compensation and performance of the president will be assessed regularly and the extent to which the president is meeting the goals established by the board will be determined.
- 4.2. Presidential goals for the short term (e.g., annual goals) and the long term (e.g., three-year goals) will be established in consultation with the president. The resulting goals will be recommended by the committee to the board for approval each year, usually at the November board meeting.

## Attachment A

- 4.3. The achievement of the short and long term goals previously established by the board will be annually measured and the results will be approved by the committee.
- 4.4. All board trustees will be solicited for their input in the assessment of the president's performance.
- 4.5. A review of comparable compensation for university presidents will be done in accordance with the board's Presidential Performance and Compensation Review Policy. After this review, the committee will submit a compensation recommendation for approval by the board each year, usually at the November board meeting.
- 4.6. The committee will review the employment agreement with the president and present a summary recommendation to the board for its approval. Once approval is received by the board, the chair of the board and the Compensation and Labor Committee chair will sign the employment agreement on behalf of the board. A copy of the fully executed employment agreement will be shared with the board.
- 4.7. An annual review of established performance incentive plans will be completed and recommended changes approved. Any changes resulting in revised awards to a participant shall be recommended to the board for final approval. Once the original plan document is approved by the board, technical and procedural changes to the plan document will be approved by the committee. Such changes shall be distributed by the committee to the Board of Trustees for its information, but will not require board approval.
- 4.8. Periodically, a review will be requested of the base salaries of senior officers to determine if they are appropriate, based on relevant market data.
- 4.9. The university collective bargaining representatives will be advised of board priorities, positions, and interests with respect to negotiations.
- 4.10. The committee will act on behalf of the board to conduct collective bargaining impasse hearings and make recommendations to the board for its approval.

### Adoption of Charter

**The University of Central Florida Board of Trustees adopted this charter at its regularly scheduled meeting on March 19, 2009. The second revised was approved by the Board on November 19, 2009. The third revised was approved by the Board on March 21, 2013. The fourth revised was approved by the Board on September 26, 2013.**