

## **Article 7**

### **WAGES**

#### **7.1 Salary Increases.**

A. For Fiscal Year 2018-19, 2% across-the-board base salary increases shall be administered to eligible employees effective the first pay period subsequent to ratification by both parties. The eligibility criteria are:

1. Employee was hired on or prior to June 30, 2018, and has been continuously employed through the date of implementation.
2. Employee has a current performance appraisal of at least "Effective." If a current performance appraisal is not on file with Human Resources, a performance rating of "Effective" will be assumed. Any employee with a less than "Effective" rating on file who receives an updated rating of "Effective" or higher on or prior to June 30, 18, shall receive the raise effective the beginning of the first pay period subsequent to receipt in Human Resources.
3. Employee has not received a termination notice or an advanced notice of separation at the time of implementation. Employees on interim or other time-limited appointments are eligible for this salary increase.

7.2 Other Funds. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. 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 available, the university shall seek to have the contract or grant modified to permit such increases.

7.3 Nothing contained herein prevents the university from providing salary increases beyond those increases specified.

## **Article 29**

### **NOTICE OF SEPARATION**

#### **29. Notice of Separation.**

A. USPS employees have no expectation of continued employment beyond that specified in University Regulation UCF-3.038. An employee may only be issued a written Notice of Separation by Human Resources, in accordance with University Regulation UCF-3.038. Any separation for cause, however, falls primarily under Article 22 “Disciplinary Action,” and University Regulation UCF 3.0191.

B. Notice of Separation means an employee is given written notice that his or her employment with the University will end at the time set forth in the notice. Any employee receiving a Notice of Separation shall receive such notice 16 weeks prior to the effective date of separation, in accordance with university regulation. At the time of issuance of a Notice of Separation, the University may elect at its discretion to have the employee work the 16 week notice period. Alternatively, the University may require the employee work a portion of the notice period with payment for the balance of the 16 weeks or payout the full notice period, as may be allowed under Florida law. If the University elects this option, it shall pay the employee an amount, less withholding, equal to the salary for that portion of the notice period which the University is paying out and the employee’s employment shall terminate immediately.

C. The decision to issue a Notice of Separation to a USPS employee shall not be based on constitutionally or statutorily impermissible grounds.

D. To successfully contest a Notice of Separation, the employee must establish that the action taken by the university was arbitrary and capricious, or because of an alleged violation of law. A contest of a Notice of Separation will be subject to the grievance procedure set forth in Article 23 with the exception that an employee would have up to thirty (30) calendar days to file a Step 1 grievance from the date notification was received. An employee is not precluded from filing an EEOC or FCHR charge alleging unlawful discrimination.

E. Any employee receiving a Notice of Separation shall receive a neutral reference from their most recent supervisor. Such notice will be recorded as an end of appointment. If the affected employee accurately reports their supervisor on the UCF application, any prospective UCF employer considering hiring the employee during the 16 weeks prior to the effective date of separation shall receive only the neutral reference from the most recent supervisor. The neutral reference shall include: beginning and ending date of employment, position held, job summary of duties and responsibilities, most recent rate of pay while employed, and most recent five years of performance appraisals.