

**Three-year Collective Bargaining Agreement between the American  
Federation of State, County, and Municipal Employees and the  
University of Central Florida**

## **PREAMBLE**

This Agreement is entered into between THE UNIVERSITY OF CENTRAL FLORIDA, BOARD OF TRUSTEES, hereinafter referred to as the “BOARD” or the “UNIVERSITY” and the FLORIDA PUBLIC EMPLOYEES COUNCIL 79, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereafter referred to as “AFSCME.” It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to provide a full agreement between the parties concerning rates of pay, wages, hours of employment, and any other terms or conditions of employment.

## **Article 1**

### **RECOGNITION**

The University recognizes AFSCME as the exclusive bargaining representative for all employees in the job classifications included in PERC Certification No. 1481, 1588, and 1589 which are listed in Appendix A of this Agreement. All other employees not included in the bargaining unit shall not be covered by the terms of this Agreement. The parties agree that, within 45 days of ratification of the collective bargaining agreement, they will jointly prepare and submit a unit clarification petition to PERC to clarify units 1588 and 1589 to specify the included classification titles as listed in Appendix A.

## **Article 2**

### **DEFINITIONS**

The terms used in this Agreement are defined as follows:

2.1 “AFSCME Staff Representative” means an individual employed by AFSCME and designated by AFSCME to represent employees pursuant to this Agreement.

2.2 “Days” means calendar days.

2.3 “Employee” means a member of the bargaining unit described in Article 1.

2.4 “Meet Performance Standards” means an employee has been evaluated as having an overall rating that indicates that the employee’s work performance achieves the standards established by the University for the position.

2.5 “Position” means a regular position in a classification included in the bargaining unit described in Article 1.

2.6 “President” means the President of the University or his/her designee.

2.7 “President of Council 79” includes his/her representatives.

2.8 “Regular Status” is earned by an employee after successfully completing the specified probationary period. Regular status provides the employee with rights to appeal adverse action taken against the employee.

2.9 “Steward/AFSCME Employee Representative” means an employee who has been designated by AFSCME to investigate grievances and to represent grievants in grievances which have been properly filed under the grievance procedure of this Agreement when AFSCME has been selected as the employee’s representative.

## Article 3

### MANAGEMENT RIGHTS

3.1 The University reserves and retains all rights, powers, prerogatives, and authority customarily exercised by management (as described in F.S. 447), except as is expressly limited or modified by a specific provision of this Agreement.

3.2 AFSCME and the employees covered under this Agreement recognize and agree that the University has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the University specifically, but not by way of limitation, reserves the sole and exclusive right to exercise complete and unhampered control to manage, direct, and totally supervise all employees of the University; decide the scope of service to be performed and the method of service; take whatever action may be necessary to carry out the mission and responsibility of the University in unusual and/or emergency situations; schedule and assign the work to the employees and determine the size and composition of the workforce; assign overtime work to employees; determine the services to be provided to the public and the students, the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment; hire (including the right to refrain from hiring) and/or otherwise determine the criteria and standards of selection for employment, including minimum qualifications; discharge, demote, suspend, or otherwise discipline in accordance with University and Departmental regulations and procedures and the provisions of this Agreement; set procedures and standards to evaluate employees' job performance; maintain the efficiency of the operations of the University's departments; determine job functions; determine the training necessary for all University positions; determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or part, whenever, in the discretion of the University, good business judgment requires such action based on the needs of the University; determine the number, location, and operation of all departments and other operating units; control the use of equipment and property of the University; contract and/or subcontract any existing or future work; and require any bargaining unit employee to submit to an examination by a medical doctor based upon the reasonable belief that the employee is unable to perform his/her assigned job duties.

3.3 The above rights of the University are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in the University in its general capacity as management. Subject to the specific provisions of this Agreement, any of the rights, powers, and authority that the University had prior to entering into this collective bargaining agreement are retained by the University.

3.4 The exercise of the above management rights by the University shall not preclude an employee from raising a grievance where the employee in good faith believes that such exercise violates a specific provision of this Agreement.

## **Article 4**

### **NO STRIKE**

#### 4.1 No Strike.

A. During the term of this Agreement, neither AFSCME nor its officers or agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, or strike; interfere with the work and statutory functions or obligations of the State; or engage in any other activities which are prohibited in Section 447.203(6), Florida Statutes.

B. AFSCME agrees to notify all of its local offices and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. AFSCME further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

#### 4.2 Remedies.

A. The University may discharge or discipline any employee who violates the provisions of this Article and neither AFSCME nor the employee shall use the Grievance Procedure on such employee's behalf. However, nothing herein shall restrict AFSCME or the employee from filing a charge with the Public Employees Relations Commission; provided that the University shall not be foreclosed from raising its defenses thereto.

B. Nothing contained herein shall preclude the University from obtaining judicial restraint and damages in the event of a violation of this Article.

## Article 5

### AFSCME ACTIVITIES

5.1 Policy. The President of Council 79 shall be responsible for all decisions relating to employee representation activities covered by this Agreement and will handle those AFSCME activities which require action by or coordination with the President or his designees. The President or designee will initiate contact with the President of Council 79 concerning matters that require action by, or coordination with, Council 79.

5.2 Designation and Selection of Representatives.

A. The President of Council 79 shall annually furnish to the Human Resources Director, or his/her designee, no later than July 1, a list of Stewards/AFSCME Employee Representatives, the local AFSCME President, and AFSCME Staff Representatives, including the employee's name, department and phone number. AFSCME shall notify the Human Resources Director or designee, in writing, of any changes to the Steward/AFSCME Employee Representative, local AFSCME President, and AFSCME Staff Representatives. The University will not recognize any person as a Steward/AFSCME Employee Representative, local AFSCME President, or AFSCME Staff Representative whose name does not appear on the list.

B. The President of Council 79 shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with no more than five (5) employees so designated; provided, however, that no more than one steward shall be permitted to handle a particular grievance.

5.3 Representative Access.

A. Representatives of AFSCME shall have access to the premises of the University in accordance with policies regarding public access to State property.

B. Should a Representative of AFSCME desire access to premises not available to the public under University policy for the purpose of investigating a grievance, he/she shall contact the Director who shall have the sole and exclusive discretion to grant (or not grant) such access and (if granted) the conditions of the access (e.g., location, length of time, etc.) Under no circumstances will such access request be granted where the access could impede University operations or interfere with the work of the employees.

C. AFSCME shall have the right to use University facilities for meetings on the same basis as they are available to other non-University related organizations.

D. The University may establish an account into which AFSCME may deposit funds that would be used to reimburse the University for services provided.

5.4 Copies of Agreements.

The University will make available on the Office of Human Resources website at <http://www.hr.ucf.edu> a copy of the ratified Agreement. The University will also provide printed copies of the Agreement to the AFSCME Stewards and representatives included on the list

referenced in Section 5.2A above, as well as have copies available in the Office of Human Resources and the Physical Plant Personnel-Payroll Office.

#### 5.5 Bulletin Boards.

A. The University agrees to provide wall space for AFSCME-purchased bulletin boards at twenty (20) locations mutually agreed upon between the University and AFSCME.

B. The materials posted on the boards shall be restricted only to official AFSCME matters. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any person or organization or faction thereof, except that election material relating to AFSCME elections may be posted on such boards. Materials to be posted shall simultaneously be provided to the Director. Any posted material not meeting the above standards may be removed by the University.

C. Posting must be dated, approved, and signed by the local AFSCME President.

#### 5.6 Regulations and Agendas.

A. The agendas and minutes of the meetings of the Board of Trustees shall be available to the local AFSCME President via the Board of Trustees website at [http:// bot.ucf.edu](http://bot.ucf.edu).

B. The University shall provide the local AFSCME President a copy of its regulations published on line.

C. At least 21 days prior to the adoption or amendment of any University personnel regulation or policy which will change the terms and conditions of employment for employees, the University will provide notice to the AFSCME Local President of its intended action, including a copy of the proposed regulation or policy, and the name of a person at the University to whom AFSCME may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation.) AFSCME may provide written comments, concerns, or suggested revisions to the University contact person within 10 days of receipt of the notice. The University will consider and respond in writing to the comments, concerns, and suggestions of AFSCME within 10 days of their receipt by the University; such response will include the reasons for rejecting any suggested revisions. AFSCME may also confer with the Human Resources Director concerning the proposed revisions to a University personnel regulation or policy; however, AFSCME must request such consultation within 10 days of receipt of notice of the proposed regulation or policy revision. Nothing in this Section precludes or limits, or is intended to preclude or limit, AFSCME from exercising rights related to regulation proceedings.

#### 5.7 Negotiations.

A. Parties and Location. AFSCME agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the President or his/her designee. There shall be no negotiations by AFSCME at any other level.



B. AFSCME Committee. AFSCME shall designate in writing not more than six (6) employees to serve as its Negotiation Committee. The Committee shall consist of not more than one (1) employee from each unit represented by this Agreement. In the event that an employee designated as a Committee member is unable to attend AFSCME negotiations, AFSCME may send an alternate Committee member.

#### 5.8 Leave for Negotiating and Other AFSCME Activities.

Employees shall have the right to request use of accrued annual leave, in writing, for the purpose of attending AFSCME conventions, AFSCME conferences, Labor-Management Committee meetings, and negotiating sessions. The use of such leave shall be governed by the same rules and regulations as any other annual leave; provided, however, that the use of such leave shall not impede the operations or staffing of the University. When the request for annual leave for the purposes of attending negotiating sessions or Labor-Management Committee meetings is denied, the supervisor shall provide such denial in writing. Effective April 15, 2005, an AFSCME Leave Bank shall be established for the purpose of supplementing the annual leave of the designated employee representatives who are required to attend AFSCME conventions, AFSCME conferences, Labor-Management Committee meetings, and negotiating session. The following rules shall govern the AFSCME Leave Bank:

A. Effective the first payroll period after April 15, 2005, each employee, who submits a signed AFSCME Leave Bank deduction form to the Director of Human Resources, shall donate one (1) hour of annual leave to be held in escrow for the purpose of supplementing the annual leave of designated AFSCME employee representatives who are required to attend AFSCME conventions, AFSCME conference, Labor-Management Committee meetings, and negotiating sessions. Immediately upon deducting one (1) hour of annual leave from each bargaining unit employee who has signed and submitted an AFSCME Leave Bank deduction form to the Director of Human Resources, the total hours escrowed shall be assigned and credited to the individual annual leave accounts of six (6) designated AFSCME employee representatives as follows: each AFSCME employee representative's annual leave account shall be assigned and credited one-sixth (1/6) of the total number of hours contributed and automatically deducted from the collective accounts of the bargaining unit employees authorizing such deductions.

B. Once the individual annual leave accounts of the six (6) designated AFSCME employee representatives are credited, the supplemental annual leave so credited shall be subject to the same rules and regulations as any other annual leave.

C. The University shall have no responsibility or liability for the annual leave deducted from the employee's covered hereunder and credited to the individual accounts of the designated AFSCME employee representatives. AFSCME shall indemnify the University and hold it harmless against any and all claims, demands, and liabilities which arise out of or by reasons of any action taken or not taken pursuant to the provisions of this Article.

D. The transfer and crediting of annual leave set forth above shall again take place during the first payroll period after April 15 of each remaining year of this Agreement. The same procedures, including signed AFSCME Leave Bank authorizations by bargaining unit employees, shall be utilized.

## Article 6

### AFSCME DEDUCTIONS

#### 6.1 Deductions and Remittance.

A. During the term of this Agreement, the University will deduct AFSCME membership dues in an amount established by AFSCME and certified in writing by the President of Council 79 to the Director of Human Resources on the deduction authorization form provided by AFSCME included as Appendix B. Employee promotions within these bargaining units shall not require the submission of new forms.

B. The dues and other authorized deductions shall be made on the employee's regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues and other authorized deductions shall be remitted by the University to AFSCME Council 79 within thirty (30) days after the deductions are made, or as soon thereafter as possible. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee had previously submitted a deductions authorization form.

C. AFSCME shall notify the Director of Human Resources in writing of any changes in its dues at least sixty (60) days prior to the effective date of such change.

6.2 Insufficient Pay for Deduction. In the event an employee's salary earnings within any pay period are not sufficient to cover dues, it will be the responsibility of AFSCME to collect its dues and other authorized deductions for that pay period directly from the employee.

6.3 Termination of Deduction. The University's responsibility for deducting dues shall terminate automatically upon: (1) the first full pay period after receipt of written notice from the employee to the Director of Human Resources revoking that employee's prior deduction authorization; (2) the termination of employment; or (3) the promotion or demotion of the employee out of the bargaining unit.

6.4 Indemnification. AFSCME shall indemnify, defend, and hold the University, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the University, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the University any funds received in accordance with this Article which are in excess of the amount of deductions which the University has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the University within one hundred twenty (120) days of the occurrence.

6.5 Exceptions. The University will not deduct any AFSCME fines, penalties, or special assessments from the pay of any employee.

## Article 7

### WAGES

#### 7.1 Salary Increases.

The salary increases described below were provided by the University, following negotiations between the parties.

A. Each eligible employee shall receive a general salary increase of 2.0% to the employee's August 7, 2010 annual base rate of pay effective August 8, 2010.

B. Part-time employees shall receive proportional increases.

C. A salary study was conducted that reviewed positions earning less than \$35,000 annually. Variance between UCF classification minimums and local market minimums were recorded and analyzed. If UCF classification minimum was significantly below local market minimum, the following criteria will be implemented:

1. If UCF classification minimum is below market 10 - 15%
  - 3% increase to UCF minimum
  - Increase employees below minimum to new minimum
  - All employees who earn less than \$35,000 in affected classifications will receive between 1.50 - 3.00% up to maximum of \$35,000
2. If UCF classification minimum is below market at least 15% but less than 30%
  - 5% increase to UCF minimum
  - Increase employees below minimum to new minimum
  - All employees who earn less than \$35,000 in affected classifications will receive between 2.50 - 5.00% increase
3. If UCF classification minimum is below market greater than 30%
  - 7.50% increase to UCF minimum
  - Increase employees below minimum to new minimum
  - All employees in affected classifications will receive increase between 3.75 - 7.50% up to \$35,000 maximum
4. If UCF classification minimum is below market less than 10%, then no change is implemented
5. A compression review was performed to ensure adequate differential between affected classifications within their job families and two classifications were found to have inadequate differentials between classifications within the job family. The recommended percentage differential was set at 7.5%. If the differential was below 7.5%, the minimum was adjusted to provide the 7.5% differential.

6. Compression criteria

- Employees within classifications receiving compression increases, whose salary is below the proposed minimum will be brought to the new minimum.
- Employees within classifications receiving compression increases will receive one-half of the compression increase up to a maximum of \$35,000.

7. The affected classifications receiving adjustments to minimums are listed below.

<b>Job Code</b>	<b>Classification Title</b>	<b>% Min Below Market</b>
<b>152</b>	Maintenance Mechanic	10.43%
<b>049</b>	Sr Fiscal Assistant	10.73%
<b>139</b>	Maintenance Worker	12.78%
<b>012</b>	Sr Clerk	14.23%
<b>168</b>	Sr Storekeeper	15.27%
<b>124</b>	Sr Dispatcher	15.51%
<b>161</b>	Office Manager	16.63%
<b>145</b>	Locksmith	18.99%
<b>150</b>	Refrigeration Mechanic	22.02%
<b>151</b>	Sr Refrigeration Mechanic	36.98%
<b>Compression</b>		
<b>163</b>	Administrative Assistant	compression
<b>202</b>	Sr Maint Worker / Dispatcher	compression

8. The salary adjustments referenced in 7.1C will be effective August 8, 2010.

7.2 Eligibility Criteria

A. Employees are eligible for the increases referenced in 7.1A unless an employee has a current performance appraisal evaluation rating of not meeting performance standards in effect on the date salary increases are implemented. In addition, any employee who has submitted a written or verbal notice of resignation, or received notice of termination is not eligible for increases in this article.

B. Employees are eligible for the increases referenced in 7.1A if they were employed in a regular position on June 30, 2010, and continuously employed until the raise is administered.

7.3 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.

7.4 Nothing contained herein prevents the University from providing salary increases beyond those increases specified.

## Article 8

### HOURS OF WORK

#### 8.1 Workday/Workweek.

A. The normal workweek for each full-time employee shall be forty (40) hours.

B. The University retains the right to schedule its employees; however, the University will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

#### 8.2 Overtime

A. The University is responsible for arranging the work schedule to minimize overtime. The assignment of overtime shall not be made on the basis of favoritism.

B. Hours worked on University recognized holidays will be considered as time worked for purposes of calculation of overtime. In work weeks where a holiday occurs, and an employee specifically works for a UCF football game, holiday paid hours shall count as hours worked for the purposes of calculation of overtime only if the employee has 32 or more work hours in the work week. However, such an employee who is normally scheduled to work during the football game shall only receive regular straight-time pay for those hours worked during his normal work schedule. The parties recognize that holidays are published in University Policy 2-002.1.

C. All overtime work must be pre-approved by the Dean, Director, Chair or designee.

D. Upon agreement of the employees and the University, non-exempt employees shall receive either compensatory leave or cash payment for overtime. If agreement cannot be reached, the University shall make cash payment for overtime worked.

1. Every effort will be made to ensure that employees utilize overtime comp time as soon as possible after it is earned (preferably by the end of the next pay period after it is earned.)

2. In all cases, accrued comp time must be used before the use of annual leave.

3. The maximum accrual of Overtime Comp time will be 120 hours and all hours over the 120 accrued will be paid to the employee.

4. Overtime Comp will be paid out upon reassignment or promotion.

#### 8.3 Work Schedules.

A. Where rotations are being made in the employee's regular work schedule, the new shift, workdays, and hours, will be posted no less than ten (10) days in advance, and will

reflect at least a two (2) workweek schedule; however, the University will make a good faith effort to reflect a one (1) month schedule. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is not approved. Under no circumstances will such shift exchanges result in additional cost to the University.

B. Where regularly assigned work schedules are rotated, the University will make a good faith effort to equalize scheduled weekend work among employees in the same functional unit whenever this can be accomplished, without interfering with efficient operations. When an employee rotates to a different shift, the employee shall receive a minimum of twelve (12) hours off between the end of the current shift assignment and the beginning of the new shift assignment.

C. When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the employee shall be given a minimum of ten (10) working days notice, in writing, of the proposed change. Additionally, when the change occurs, the employee shall receive a minimum of twelve (12) hours off between the end of the current shift assignment and the beginning of the new shift assignment.

#### 8.4 Rest Periods.

A. No supervisor shall unreasonably deny an employee a fifteen (15) minute rest period during each four (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a work location assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his/her work location. In those cases, it is recognized that the employee can "rest" while the employee remains at his/her work location.

B. An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival or early departure from work.

## **Article 9**

### **BENEFITS**

#### 9.1 Current Employees.

A. State Employee Health Insurance Program. The University and AFSCME support legislation to provide adequate and affordable health insurance to all employees.

B. Employee Assistance Programs. The following guidelines are applicable to the University's Employee Assistance Programs (EAP).

1. When an employee's EAP participation is designed in conjunction with the employer to improve job performance, then some limited time for participation, as described in University policy, shall be counted as time worked.

2. In requesting and being granted leave to participate in a University EAP, an employee, for the purpose of maintaining confidentiality, need reveal to their supervisor only the fact of such EAP participation.

3. Neither the fact of an employee's participation in an EAP, nor information generated by participation in the program, shall be used as a reason for discipline under Article 22, or as evidence of a performance deficiency within the evaluation process referenced in Article 20, except for information relating to an employee's failure to participate in the EAP consistent with the terms to which the employee and the University have agreed.

9.2 Retired Employees. Employees who retire under FRS shall be eligible, upon request, to receive those benefits provided to such retirees under the University's regulations.



## Article 10

### LEARNING OPPORTUNITIES

10.1 Policy. The University and AFSCME recognize the importance of employee career development in order to provide for employee training which will improve productivity.

A. The University will make reasonable efforts to continue existing training and development programs and to develop new programs.

B. The University will make good faith efforts to provide newly-hired employees with an orientation period to explain procedures, policies, standards and performance expectations of the employee, and to provide in-service development programs for employees. The University will also provide information to increase employee awareness of sexual harassment.

C. Where Supplemental Vocational Training Programs are available through State community colleges, the University shall make a reasonable effort to use this resource to provide training opportunities.

D. In accordance with the University's established policies and procedures, an employee may be allowed administrative leave for the purpose of attending short courses, institutes, and workshops which will improve performance in their current position.

E. The University may assign employees to attend training and development courses.

F. The University shall provide reasonable written notice to AFSCME when discontinuing a career development program which includes a salary increase component.

10.2 Tuition Waiver Program. The University shall encourage supervisors to accommodate employees seeking to take courses under the tuition waiver program referenced in the University's Regulations and Policies, including providing flexible work schedules to accommodate such course enrollment whenever practicable.

10.3 Changes in Technology/Equipment. The University will consider the effect on current employees when contemplating changing technology or equipment. If practical, the University will make reasonable efforts to provide training to current employees in the use of new technology or equipment when such changes are made.

10.4 GED Programs. Where GED programs exist, the University shall make reasonable efforts to provide employees with flexible work schedules to accommodate participation in such programs.

10.5 Grievability. The University and AFSCME understand that nothing in this Article precludes or in any way limits or restricts the University's right to develop, implement, or otherwise manage the education, training or apprenticeship of its employees or implement new technology or equipment. The provisions of this Article, therefore, shall be subject to the Grievance/Arbitration

Procedure, but only through Step 3. The review of the grievance shall be solely to determine whether the specific provision of this Article was applied in an arbitrary and capricious manner.

## **Article 11**

### **LEAVES OF ABSENCE/HOLIDAYS**

11.1 Leaves. Employees may be granted leaves of absence as provided in the University's Regulations and Policies.

11.2 Leave to Supplement Workers' Compensation Benefits. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with the University's Regulations and Policies.

11.3 Holidays. The authorized University holidays are those established by the University. The days upon which such holidays are observed shall also be established by the University.

## Article 12

### ON-CALL AND CALL-BACK

#### 12.1 On-Call Assignment.

A. "On-call" assignment shall be defined as any time when an employee is instructed in writing by management to remain available to work during an off-duty period. An employee who is so instructed shall be required to carry and keep on his/her person the University provided cell phone or other electronic device in order to be contacted to return to the work location on short notice to perform assigned duties.

B. In an emergency or other unforeseen circumstances, the University may verbally instruct an employee to be on-call for a period of not more than twenty-four (24) consecutive hours. The employee shall not be eligible for on-call payments in excess of the period for which verbal instructions are appropriate.

#### 12.2 On-Call Payment.

A. On-call time is not compensable for purposes of computing overtime; however, travel time to and from work when called back is compensable time.

B. When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar (\$1.00) per hour for each hour such employee is required to be on-call.

C. An employee who is required to be on-call on a Saturday, Sunday, or University recognized holiday will be compensated by payment of a fee in an amount equal to one-quarter (1/4) the actual hourly rate of the employee for each hour such employee is required to be available. The on-call rate as referenced in this section shall also apply to University designated holiday work break days as declared by the president from time to time.

D. If an on-call period is less than two (2) hours, the employee shall be paid for two hours.

12.3 Call-Back. If an employee is called back to perform work beyond the employee's scheduled hours of work for that day, the employee shall be credited with the greater of the actual time worked, including time to and from the employee's home to the assigned work location, or two (2) hours. (Note: This provision shall apply to each call-back.)

## **Article 13**

### **CHANGE IN ASSIGNMENT**

#### 13.1 Procedure.

A. An employee with regular status in the current class who meets all University eligibility requirements may apply for a change in assignment to a different position in the same class or in a different class having the same pay range maximum, different work unit, or different shift at the University according to University procedures. Prior to filling a vacancy, except by demotion or department promotion, the University shall consider all applicable change in assignment requests. When making a decision regarding the granting of a request for a change in assignment, the University shall consider appropriate factors, including, but not limited to, the applicant's length of continuous University service, performance evaluations, work-related awards and achievements, relevant work experience, and education/training.

B. All employees who were interviewed shall be notified of the University's decision.

C. Employees who are reassigned under the provisions of this Article shall not ordinarily suffer the loss of pay as a result of such reassignment.

13.2 Notice Upon University Initiated Reassignment. An employee shall normally be given a minimum of fourteen (14) days notice prior to the University reassigning the employee. The parties agree, however, that these notice requirements shall not be required during an emergency or in other extraordinary conditions.

## **Article 14**

### **CLASSIFICATION REVIEW**

14.1 Classification Changes. When the University determines that such a revision of a class specification for positions covered by this agreement is needed, and such revision affects a collective bargaining unit designation, it shall notify AFSCME in writing of the proposed change. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the proposed changes, of any comments it has concerning the proposed changes or of its desire to discuss the proposed changes.

14.2 Position Description. A position description should be distributed to the employee after their appointment and after significant changes occur in their assigned duties. Each employee shall be given an opportunity to review his/her position description, and the employee's signature shall acknowledge that he/she had such opportunity and that the employee has received a copy of the current position description.

14.3 Work in a Higher Classification. An employee who is designated by the appropriate Dean or Director in writing to temporarily serve in a higher classification shall be eligible for a pay increase for the time period in accordance with University policy.

14.4 Review of Assigned Duties. When an employee alleges that regularly assigned duties constituting a significant portion of the employee's work time are duties not included in the employee's position description or the class specification to which the position is assigned, the employee may request a review by his/her Dean or Director. The Dean or Director shall issue his/her decision within thirty (30) days following receipt of the request for review. If the employee is not satisfied with the decision of the Dean or Director, he/she may request further review from the Director of Human Resources, who shall render his decision within thirty (30) days. The decision of the Director of Human Resources is final. If the complaint review meeting results in a reclassification, any pay adjustment shall be effective on the date of that decision.

## **Article 15**

### **CONTRACTING OUT**

15.1 Prior to issuing a request for proposal for contracting out work which will result in the layoff of employees, the University will notify the President of AFSCME Council 79. The President of AFSCME Council 79 may then discuss the impact of the proposed contracting out on affected employees by scheduling a consultation with the President or designee within ten (10) days of receiving the notice.

15.2 The University shall include in the request for proposals for contracting out such work, in addition to any other requirements to be considered, provisions which:

A. Require the proposers to offer to employ affected employee(s) having regular status for a period of 120 days after the start of the contract with equivalent pay and health insurance, subject to termination during the period only for just cause and provide reasonable training to increase the employee's opportunity for employment beyond the 120 days.

B. Require the proposers to provide information regarding the coverage and the cost of any health insurance which will be provided to any affected employee employed by the proposer.

15.3 The University will not ordinarily contract out work which will result in the layoff of employees where the result of a Request for Proposals does not indicate a cost savings to the University.

15.4 The affected employees, in consultation with the local AFSCME President, may submit a proposal in response to the University's request for proposals. Such proposal shall be submitted in the form and manner as required for all proposers.

15.5 The University shall make reasonable efforts to place affected employees in other University positions prior to layoff. The University shall provide out placement and counseling services to the affected employees.

## **Article 16**

### **HEALTH AND SAFETY**

16.1 Policy. The University shall make every reasonable effort to provide employees a safe and healthy working environment. The University and AFSCME agree to work cooperatively toward reducing job-related injuries and workers' compensation costs by encouraging improved safety measures.

16.2 Safety Committee. The local AFSCME President will appoint one bargaining unit employee to serve on the Facilities Operations' Safety Committee.

16.3 Employee Health and Safety.

A. When the University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

B. Employees shall perform their duties in a safe manner and shall comply with the University's safety guidelines/procedures. Any employee becoming aware of a work-related accident shall immediately notify the supervisor or the supervisor's designee of the area where the incident occurred.

C. When an employee believes an unsafe or unhealthy working condition exists in the work area, the employee shall immediately report the condition to the employee's supervisor. An employee may also report the condition to a University administrator at the next highest level or the University's Director of Environmental Health and Safety. The University shall investigate the report, and will respond to the employee in a timely manner. Where the employee's report was in writing, the response shall be in writing. An employee acting in good faith may refuse to accept an assignment when the employee has reasonable grounds to believe an unsafe or unhealthy working condition exists in the work area which poses an immediate threat to the employee's physical being.

D. The University will endeavor to keep its equipment in reasonable operating condition.



## Article 17

### LAYOFFS AND RECALL

#### 17.1 Layoffs.

A. When an employee is to be laid off, the University shall implement such layoff in accordance with procedures contained in the University's Regulations and Policies and this Article. When circumstances permit, the University shall notify the local AFSCME President at least thirty (30) days in advance of a layoff.

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

C. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for employees notified of layoff.

D. The notice to the employee of layoff shall include the effective date of layoff, the reason for layoff, a statement of recall rights and any appeal/grievance rights, including applicable filing deadlines.

E. Consistent with the procedures established for the University's Employee Assistance Program, employees participating in an EAP who receive a notice of layoff may continue to participate in that program for a maximum of ninety (90) days following the layoff, or as otherwise agreed to by the employee and the University.

17.2 Recall. The recall process shall operate in accordance with the procedures contained in the University's Regulations, Policies and this Article. An employee who has been laid off shall have recall rights during a recall period of one year from the date of layoff. When a vacancy or a new position is posted and filled at the same geographic campus location as the laid off employee, where there is at least one individual holding recall rights in a same or similar classification then the following shall apply: A) if a laid-off individual holding recall rights, after reviewing the special qualifications and/or relevant experience required for the posted position, and is interested in the specific position, he/she must make application for the specific position in order to invoke recall rights for that position; B) the hiring official will interview all laid-off individuals holding recall rights who make application for the position and are readily available for interview (up to a maximum of five); C) the university shall then determine if those interviewed meet the special qualifications and relevant experience required for the specific position; and D) so long as at least one such individual with recall rights meets these requirements, he or she shall be recalled who is determined by the university to best meet the needs of the department. Individuals who are re-employed utilizing the recall process shall be re-employed with regular status.

## **Article 18**

### **METHOD OF FILLING VACANCIES**

#### 18.1 Policy.

A. The University shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification, position description, and in other documents describing the vacant position. The University shall also consider appropriate factors, including, but not limited to, the applicant's length of UCF service in a regular position, performance evaluations, work related awards and achievements, other relevant work experience, and education/training.

B. The filling of vacant positions should be used to provide career mobility within the bargaining unit and should be based on the relative merit and fitness of the applicants.

C. Wherever possible, the University shall seek opportunities to promote current employees. Employees shall be eligible for promotional opportunities where managers have determined that such recruitment within the University would be in the best interest of the department.

#### 18.2 Procedures.

A. Employees who have attained regular status and have served six months in their present position shall be eligible for the provisions of this Article.

B. If an employee applied for the position but was not selected, that employee may file a grievance up to Step 3 under Article 23, Grievance Procedure. The only issue to be addressed by such grievance is whether the University exercised its judgment in an arbitrary and capricious manner.

## **Article 19**

### **NON-DISCRIMINATION**

19.1 Each employee has the right to a work environment free from unlawful discrimination and harassment. Neither the University nor AFSCME shall discriminate against or harass any employee based upon race, color, sex, religion, national origin, age, veteran status, disability, sexual orientation, or marital status, nor shall the University or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, Florida Statutes.

A. Sexual harassment is a prohibited form of sex discrimination.

B. Employees are required to report immediately unlawful discrimination or harassment to appropriate administrators. Appropriate administrators include, but are not limited to, the employee's immediate supervisor and the next level supervisor, or administrators in the University's office of Equal Opportunity and Affirmative Action Programs.

19.2 Employees may avail themselves of the provisions of the Whistleblower's Act (Section 112.3187, Florida Statutes).

19.3 AFSCME agrees to support the University's affirmative action efforts. University affirmative action efforts shall not be subject to review under the provisions of Article 23, Grievance Procedures.

19.4 The Local AFSCME President shall be provided, upon written request and without cost, a copy of the University's Affirmative Action Plan and any subsequent amendments.

## Article 20

### PERFORMANCE EVALUATIONS

#### 20.1 Procedure.

A. The job performance of each employee is to be reviewed and discussed with the employee to ensure performance standards are met, to review the employee's position description (if necessary), to enhance communications, and to convey the supervisor's performance expectations for the coming year. To discuss changes in one or more areas of the employee's performance, a change in supervision, changes in job duties or the priority of job duties, the supervisor may schedule additional meetings with the employee.

B. The performance appraisal shall normally be prepared by the employee's immediate supervisor and reviewed by the department head. Department heads will sign the evaluation and may attach any written comments they deem appropriate.

C. The final appraisal should then be reviewed with the employee, who, after the review, shall sign the evaluation form. A copy of the signed evaluation form will be provided to the employee at that time. Should the employee disagree with the evaluation, he/she has the right to append appropriate written comments to the evaluation by submitting any such written comments to his/her immediate supervisor within five business days of the evaluation review.

#### 20.2 Failure to Meet Performance Standards

A. Where an employee who has attained regular status and does not meet performance standards (after six months in the position), the University shall develop a performance plan intended to correct performance deficiencies.

B. Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards. Such request must be made within thirty (30) days of receipt of the performance evaluation.

C. The employee may be removed from his/her class normally no sooner than sixty (60) days after receipt of the performance evaluation.

20.3 Grievability. Performance evaluations shall be subject to the grievance procedure provided in Article 23, Grievance Procedures, as follows:

A. An employee with regular status who receives a performance evaluation rating after six months in the position of not meeting performance standards may grieve the evaluation but only through Step 3. The review of the grievance shall be solely to determine whether the performance evaluation was done in an arbitrary and capricious manner. Grievance reviewers shall not substitute their judgment regarding an employee's performance for that of the evaluator.

B. An employee with regular status in the class who is demoted or discharged due to an evaluation rating of not meeting performance standards may grieve the demotion or discharge through Step 4 of the grievance process.

## **Article 21**

### **PERSONNEL RECORDS**

#### 21.1 Use of Personnel Files.

A. There shall only be one official personnel file for each employee, which shall be maintained in the Office of Human Resources. Duplicate personnel files may be established and maintained within the University.

B. An employee has the right to review his/her official personnel file at reasonable times under the supervision of the designated records custodian and may attach a concise statement in response to any items therein, if done so within six (6) months of receiving knowledge of such records. A copy of any derogatory material placed in the employee's official personnel file shall be sent to the employee.

#### 21.2 Contents of Personnel Files.

A. Information in an employee's official personnel file shall refer only to matters concerning or affecting the employee's job or his/her University employment.

B. Where the President or designee, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document will be removed from the official personnel file and duplicate personnel files, but marked "invalid" and retained in a separate file to comply with applicable law.

C. Records of disciplinary action and official University commendations and awards presented to an employee shall, where practicable, be placed in an employee's personnel file within sixty (60) days after the effective date of the action

## Article 22

### DISCIPLINARY ACTION

22.1 Policy. The purpose of this Article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Supervisors and employees shall provide privacy to the extent practicable when administering reprimands or conducting disciplinary actions.

22.2 Just Cause. Disciplinary actions administered to regular status employees may be taken only for just cause.

22.3 Grievability.

A. Suspensions, demotions for disciplinary reasons, reductions in base pay for disciplinary action, and terminations administered to regular status employees are subject to Article 23, Grievance Procedures.

B. Oral reprimands shall not be grievable under the provisions of this Agreement. Oral reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least one (1) year.

C. Written reprimands shall be subject to the grievance procedure in Article 23, but only through Step 2. Written reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least two (2) consecutive years.

D. Neither the University's policies and procedures, nor disciplinary guidelines, are grievable except to the extent that they are allegedly applied arbitrarily and capriciously.

22.4 AFSCME Representation.

A. The employee has a right, upon request, to AFSCME representation during investigatory questioning that may reasonably be expected to result in disciplinary action and during predetermination conferences; provided that such representation does not unreasonably delay the questioning. If the employee is given twenty-four (24) hours notice of the meeting, the employee shall be required to secure representation by the meeting time. Absent a valid excuse, any refusal by an employee to meet after receiving such notice will subject him/her to discipline.

B. When an AFSCME representative is selected to assist an employee, the representative may be allowed a reasonable amount of time off for this purpose, subject to the limitations provided in Articles 5 and 23.

22.5 Disciplinary Entries in Personnel Files. An employee shall be furnished with a copy of disciplinary entries placed in their official personnel file and shall be permitted to respond in writing within seven (7) calendar days with a copy of the response being placed in that file.

## Article 23

### GRIEVANCE PROCEDURE

#### 23.1 General Provisions.

A. The University and AFSCME encourage informal resolution of employee complaints. To that end, both AFSCME and the University encourage employees to discuss their complaints as soon as possible with the supervisor or other official who has authority to address the employee's concern(s). Such discussions should be held with a view toward reaching an understanding that will resolve the complaint in a manner satisfactory to the employee without the need for recourse to the grievance procedure set forth in this Article. If the complaint is not resolved by such informal discussion, the employee may then initiate a grievance consistent with the provisions of this Article.

B. Exclusive Procedure. The parties intend that this Grievance Procedure shall serve as the exclusive procedure for the resolution of grievances over the interpretation or application of this Agreement, except where exclusions are noted in the Agreement. Nothing in this Agreement shall be construed to permit AFSCME or an employee to process a grievance with respect to any matter which is at the same time the subject of an action which has been filed by the employee in any other forum, administrative or judicial. As an exception to this provision, an employee may file an EEOC or FCHR charge while a grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2000e et seq.

C. Nothing in this Agreement shall be construed to permit AFSCME or an employee to process a grievance on behalf of any employee without his or her consent.

#### 23.2 Definitions

A. "Grievance" means a dispute concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted in this Agreement.

B. "Grievant" means an employee or group of employees who has/have filed a grievance in a dispute over a provision of the Agreement which confers rights upon the employee. AFSCME may file a grievance in a dispute over a provision of the Agreement that confers rights upon AFSCME.

C. "Days" shall mean calendar days, including Saturdays, Sundays and holidays. In the event that any action falls due on a Saturday, Sunday, or holiday designated by the University, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

#### 23.3 General Information and Procedures

A. Each grievance, request for review, or notice of arbitration must be submitted in writing on the appropriate form, attached to this Agreement as Appendices C, D, E, F.

B. Time Limits.



1. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

2. Failure, at any Step of this procedure, of the university to communicate the decision on a grievance within the specified time limit shall permit the grievant/representative to proceed to the next Step.

3. The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any Step of this procedure may be extended by written agreement of the Grievant/Representative and the University.

C. All grievances must be filed within ten (10) days following the act or omission giving rise to the grievance, or the date on which the employee knew or reasonably should have known of the event if that date is later.

D. Each grievance and request for review must be signed by the Grievant and submitted in writing on the appropriate form with all required attachments. One grievance form may be filed in a grievance with more than one grievant, provided that the form bears the signatures of all grievants. All grievance forms shall be dated when the grievance is received.

E. If a grievance meeting at any step is held during the working hours of the grievant or any required participant, such person shall be excused without loss of pay for the purpose of attending that meeting. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

F. Probationary Employees. An employee who has not attained regular status can file only non-disciplinary grievances under this Agreement, which may be processed only through Step 2 without further appeal.

G. No retaliation. The University and AFSCME shall not retaliate against any employee who participates in the procedures set forth in this Article.

H. Violations considered. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.

I. Burden of Proof. In all grievances, except those involving discipline, the burden of proof shall be on the employee. In grievances involving disciplinary action, the burden of proof shall be on the University.

J. A grievance may be refused if it is not filed or processed in accordance with this Article.

K. Delivery methods. All documents required or permitted to be issued or submitted pursuant to this Article must be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

#### 23.4 Representation.

A. A grievant shall, not later than the Step 1 meeting, choose whether to be represented by AFSCME, which shall be confirmed by the union representative's signature on the grievance form. Where a grievant requests AFSCME representation, the grievance representative shall be selected by AFSCME from the list referenced in Article 5 provided that the selections of an AFSCME President or Steward/AFSCME Employee Representative must be from the same unit as the grievant. AFSCME may reach agreement with the University President or designee at any step of the grievance process, and such agreement shall be binding on the grievant.

B. When an AFSCME President or Steward/AFSCME Employee Representative is selected to represent a grievant, he/she may be allowed a reasonable amount of time off with pay to investigate the grievance and to represent the grievant at any Step of the grievance procedure which is held during regular work hours, subject to the following limitations:

1. The AFSCME President or Steward/AFSCME Employee Representative will not be allowed time off with pay to investigate his/her own grievance.

2. Time spent by the AFSCME President or Steward/AFSCME Employee Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

3. Time off with pay under this section is subject to prior approval by the AFSCME President's or Steward/AFSCME Employee Representative immediate supervisor, however, approval of such time off will not be withheld unless it impedes the operations of the unit to which the AFSCME President or Steward/AFSCME Employee Representative is regularly assigned.

C. AFSCME shall not be bound by a grievance decision in a grievance where the grievant chose not to be represented by AFSCME.

### 23.5 Step 1

A. A grievance is initiated at Step 1 by the Grievant filing a written grievance using the Step 1 Grievance Form, attached as Appendix C. The Grievant must file this form within the time limits set forth above if he/she wishes to initiate a grievance. The form should be filed with the Office of Human Resources, which will then direct the grievance to the unit head/director for assignment to a Step 1 Reviewer.

B. Step 1 Oral Discussion. The Step 1 Reviewer shall meet with Grievant, Grievant's Representative (if any) and Grievant's supervisor to discuss the grievance and possible resolution. This meeting shall be held within fifteen (15) days following receipt of the grievance. The Grievant shall have the right to present any evidence in support of the grievance at this meeting.

C. Within seven (7) days following the conclusion of the Step 1 meeting, the Step 1 Reviewer will issue a written review of the grievance to the Grievant/Representative. The Step 1 written review will document the Step 1 oral discussion, describe the conclusion of the discussion, and describe any resolution that may have been achieved at the Step 1 level. A copy of the Step 1 review will be sent to the Office of Human Resources, to the Grievant, and the

Grievant's representative. The Step 1 review will be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

D. In advance of the Step 1 meeting, the Grievant or the Grievant's Representative shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

#### 23.6 Step 2 Unit Head/Director Review.

A. If the Step 1 meeting does not resolve the grievance to the satisfaction of the Grievant, the Grievant/Representative may proceed to Step 2. To proceed to Step 2, the Grievant/Representative must file a Request for Review of Step 1 using the form attached as Appendix D and describing the Grievant's reasons for not accepting the Step 1 review result. The Request for Review of Step 1 must be submitted to the Office of Human Resources within seven (7) days following receipt of the Step 1 review form. Human Resources will direct the Request for Review of Step 1 to the unit head/director.

B. Step 2 Meeting. Within fifteen (15) days following receipt of the Request for Review of Step 2, the unit head/director or designee will schedule a meeting with Grievant/Representative for the purpose of reviewing the matter.

C. The Unit Head/Director or designee shall issue a written decision, stating the reasons therefore, to Grievant/Representative within ten (10) days following the conclusion of the Step 2 meeting. In the absence of a written agreement to extend the period for issuing the Step 2 decision, the Grievant/Representative may proceed to Step 3 if the Step 2 decision has not been received by the Grievant/Representative as of the end of the tenth (10<sup>th</sup>) day following the Step 2 meeting. A copy of the decision shall be sent to the Office of Human Resources, to the Grievant, and the Grievant's Representative. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

#### 23.7 Step 3

A. If the grievance is not satisfactorily resolved at Step 2, the Grievant may file a written Request for Review of Step 2, in the form attached hereto as Appendix E. The Request for Review of Step 2 must be filed with the Director of Human Resources or designee within fifteen (15) days following unsuccessful conclusion of the Step 2 meeting (or as otherwise mutually agreed if the parties agreed in writing to extend the period for issuing the Step 2 decision).

B. Step 3 Meeting. Within fifteen (15) days following receipt of the Request for Review of Step 2, the Director of Human Resources or designee and Grievant/Representative shall schedule a meeting for the purpose of reviewing the matter.

C. The Director of Human Resources or designee shall issue a written decision, stating the reasons therefore, to Grievant/Representative within twenty-one (21) days following the conclusion of the meeting. In the absence of a written agreement to extend the period for issuing the Step 3 decision, Grievant (if not represented by AFSCME) or AFSCME may proceed to Step 4 (Arbitration) if the Grievant (if not represented by AFSCME) or AFSCME has not received the written decision by the end of the twenty-first (21<sup>st</sup>) day following the

conclusion of the Step 3 meeting. A copy of the Step 3 decision shall be sent to the unit head/director, to the Grievant, and to the Grievant's Representative. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

#### 23.8 Step 4 Arbitration.

A. If the grievance is not resolved at Step 3, AFSCME may appeal the decision to arbitration using a Request for Arbitration in the form attached hereto as Appendix F, within fifteen (15) days after receipt of the Step 3 decision. If the Grievant is not represented by AFSCME, the Grievant may appeal the decision to arbitration using the same procedure.

B. The University and AFSCME may, by written agreement, submit related grievances for hearing before the same arbitrator.

#### C. Selection of Arbitrator.

1. Within sixty (60) days after ratification of this Agreement, the University and AFSCME shall select an Arbitration Panel. The panels shall have nine (9) members who are mutually selected by the University and AFSCME to serve for the term of this Agreement. If agreement is not reached on one or more of the arbitrators, the remaining arbitrators shall be selected by alternately striking from a list until the required number of names remains. The list shall be compiled by each party appointing an equal number of persons. The party to strike first shall be determined by the flip of a coin.

2. Within thirty (30) days after the University's receipt of a notice of arbitration, the parties shall select an arbitrator to hear the case by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a coin. By mutual agreement, the parties may select an arbitrator who is not a member of the Arbitration Panel.

D. Arbitration hearings shall be held at the Orlando main campus on days and times agreed to by the University and AFSCME, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. By mutual agreement, the arbitration hearing may be held in a different location.

E. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the University, AFSCME, and the grievant(s). In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearing or from the deadline for the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.

3. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.

F. The arbitrator shall be without power or authority to make any decisions:

1. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement or the provisions of applicable law or rules or regulations having the force and effect of law; or

2. Limiting or interfering in any way with the powers, duties, and responsibilities of the State or the University under the Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement; or

3. Which have the effect of restricting the discretion of the University President as otherwise granted by applicable law, rule, or policy unless such authority is expressly modified by this Agreement; or

4. That are based solely upon a University past practice or policy unless such University practice or policy is contrary to law, rules applicable to the University, or this Agreement.

G. The arbitrator's award may include a monetary award to the grievant(s); however, the following limitations shall apply to such monetary awards:

1. The award shall not exceed the amount of pay the employee would have earned at his/her regular rate of pay and shall not include overtime, on-call, or any other speculative compensation that might have been earned.

2. The award shall not exceed the actual loss to the grievant, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award; and

3. The award shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than thirty (30) days prior to the filing of the grievance.

H. 1. The fees and expenses of the Arbitrator shall be borne solely by the party that fails to prevail in the arbitration. However, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator's fee and expenses.

2. AFSCME will not be responsible for costs of an arbitration to which it was not a party. Where a grievant is not represented by AFSCME, such grievant will be

responsible for all fees, expenses, and costs associated with the arbitration to the same extent that AFSCME would have been responsible if AFSCME had been a party to the arbitration.

3. Proceeding to arbitration hereunder shall constitute a waiver of Chapter 120 appeals proceedings or any other administrative appeals proceedings.

#### 23.9 Miscellaneous Provisions

A. No preclusive effect. The filing or pendency of any grievance under the provisions of this Article shall in no way impede or delay the right of the University to take the action complained of; subject, however, to the final disposition of the grievance.

B. No precedent. The resolution of a grievance prior to its appeal in writing to Step 4 shall not establish a precedent binding on the University, or AFSCME.

C. Inactive Grievance. A grievance that is not acted upon by the grievant or his/her representative for more than thirty (30) days shall be deemed closed and resolved according to the results of the last step at which there was activity.

D. The parties may mutually agree to waive Steps One and Two of the grievance procedure in order to expedite the processing of a grievance. Such an agreement must be in writing. Step One time limits in accordance with Article 23.3C, shall still apply.

## **Article 24**

### **PREVAILING RIGHTS**

The prevailing rights of the employees covered hereunder are those specifically set forth or incorporated by specific reference in this Agreement.

## **Article 25**

### **TOTALITY OF AGREEMENT**

25.1 Limitation. The University and AFSCME acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the University and AFSCME thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

25.2 Obligation to Bargain. The University and AFSCME, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

25.3 Modifications. Nothing herein shall preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.



## **Article 26**

### **SAVINGS CLAUSE**

26.1 If any provision of this Agreement is found by any court of competent jurisdiction to be in conflict with the laws or regulations of the United States or of this State, then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect. This savings clause shall not be construed as a waiver of the right to bargain with the public employer over any law, rule, or regulation over which it has amendatory power.

26.2 If any provision of this Agreement is found to have the effect of causing the University to be denied funds otherwise available through federal funding, such provision shall not be applicable, performed, or enforced.

## **Article 27**

### **LABOR MANAGEMENT COMMITTEE**

27.1 There shall be a Labor Management Committee consisting of the Human Resources Director, or his designee, and four (4) designated Management Representatives and the AFSCME Staff Representative and four (4) designated Union (employee) representatives who are members of the bargaining unit. The Labor Management Committee shall meet to discuss matters of mutual concern.

27.2 At the request of AFSCME or the University, the Committee shall meet once during each semester (and once during the summer) on a date mutually agreed upon by the parties. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for collective bargaining.

27.3 Employee representatives attending Committee meetings shall not be compensated for the time spent in such meetings. Such employee representatives, however, may utilize their accrued annual leave (as stated in Article 5.8 above) to attend such meetings. Such leave shall not impede the operations of the University or be unreasonably denied.

## **Article 28**

### **DURATION**

#### 28.1 Term.

A. This Agreement shall be effective on the date of ratification by both parties and shall remain in full force and effect through the thirtieth day of September 2013, with the exception that the following shall be subject to annual renegotiation:

1. Wages (Article 7).
2. Up to two (2) additional articles chosen by each party.

B. Negotiations for a successor Agreement shall begin no later than April 1, 2013. In the event that the University and AFSCME fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

28.2 Emergencies. If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the President during the time of the declared emergency, provided that wages and benefits shall not be suspended.

## **Article 29**

### **ADVANCE NOTICE OF SEPARATION**

29. Advance 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 Advance 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. Any employee receiving a written Advance Notice of Separation shall receive such notice six months prior to the effective date of separation, in accordance with university regulation.

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

D. To successfully contest a written Advance 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 an Advance Notice of Separation will be subject to the grievance procedure set forth in Article 23. An employee is not precluded from filing an EEOC or FCHR charge alleging unlawful discrimination.

## Appendix A

### AFSCME CLASSIFICATIONS

JOB TITLE	JOB CODE
BLUE COLLAR	
Automotive Mechanic	155
Boiler Maintenance Specialist	250
Computer Repair Technician	030
Custodial Worker	032
Electrician	148
Electronic Technician	157
Engineering Assistant	038
Culinary Assistant	053
Groundskeeper	057
Heavy Equipment Operator	137
Licensed Electrician	216
Licensed Plumber	217
Locksmith	145
Machinist	154
Maintenance Mechanic	152
Maintenance Specialist	153
Maintenance Worker	139
Plumber	147
Refrigeration Mechanic	150
Sr. AV Equipment Operator	004
Sr. Custodial Worker	033
Sr. Groundskeeper	058
Sr. Heavy Equipment Operator	138
Sr. HVAC Operator	131
Sr. Locksmith	146
Sr. Maintenance Worker/Dispatcher	202
Sr. Printer	100
Sr. Refrigeration Mechanic	151

## AFSCME CLASSIFICATIONS

JOB TITLE	JOB CODE
OTHER PROFESSIONAL	
Admissions Specialist	176
Audio Visual Specialist	005
Biologist	109
Broadcast Technologist	009
Chemist	112
Computer Analyst	029
Construction Specialist	044
Engineer	041
Fine Arts Specialist	001
Grants Assistant	054
Graphic Artist	002
Information Specialist	083
Hearing Impaired Interpreter	178
Marketing Specialist	162
Registrar's Specialist	210
Research Technician	107
Sr. Admissions Specialist	177
Sr. Biologist	110
Sr. Broadcast Technologist	010
Sr. Chemist	113
Sr. Engineer	042
Sr. Engineering Technician	040
Sr. Health & Safety Specialist	116
Sr. Health Educator	199
Sr. Counselor	080
Sr. Information Specialist	084
Sr. Pest Control Technician	156
Sr. Registrar's Specialist	230
Sr. Research Technician	108
Sr. Statistician	166
Sr. Systems Programmer	021
Sr. Teaching Lab Specialist	090
Sr. Telecommunications Services Specialist	184
Sr. Telecommunications Specialist	182
Sr. Training Specialist	185
Sr. Student Union Specialist	173
Systems Programmer	020
Telecommunications Services Specialist	183
Telecommunications Specialist	181
Training Specialist	190

## AFSCME CLASSIFICATIONS

JOB TITLE	JOB CODE
ADMINISTRATIVE CLERICAL	
Administrative Assistant	163
Cashier	047
Clerk	011
Clerk Typist	188
Computer Operator	025
Programmer	016
Programmer Analyst	017
Computer Specialist	027
Executive Administrative Assistant	189
Executive Secretary	119
Financial Aid Specialist	174
Financial Assistance Counselor	171
Fiscal Assistant	048
Facilities Scheduler	043
Library Technical Assistant	094
Library Technical Assistant Specialist	233
Medical Records Specialist	076
Office Assistant	159
Office Manager	161
Photographer	097
Dispatcher	123
Police Technician	122
Program Assistant	160
Property Manager	103
Purchasing Agent	105
Secretary	117
Sr. Administrative Assistant	164
Sr. Art Specialist	003
Sr. Clerk	012
Sr. Computer Operator	026
Sr. Programmer Analyst	018
Sr. Computer Specialist	028
Sr. Executive Secretary	120
Sr. Financial Aid Specialist	175
Sr. Fiscal Assistant	049
Sr. Library Technical Asst.	095
Sr. Dispatcher	124
Sr. Police Technician	221
Sr. Property Manager	104
Sr. Purchasing Agent	106
Sr. Secretary	118
Sr. Storekeeper	168
Sr. Word Processor	015
Storekeeper	167
Telephone Operator	179

## Appendix B

### AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFSCME DUES AUTHORIZATION FORM

I authorize the University of Central Florida to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received from AFSCME Council 79 membership dues and other lawful authorized uniform deductions of the American Federation of State, County and Municipal Employees (AFSCME) as established from time to time by AFSCME in accordance with its Constitution, and as certified to the University by AFSCME. Furthermore, I understand that such dues will be paid to AFSCME.

This authorization shall continue until either (1) revoked by me at any time in writing to the University personnel office; (2) moved out of an AFSCME represented bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

By signing this form, I authorize the University to release my employee identification number to AFSCME in reporting dues deductions.

_____ Signature	_____ Date
_____ Name (Print)	_____ UCF Employee ID Number
_____ Department or Work Location	_____ Job Classification
_____ Home Address – Street	_____ Home Phone
_____ City, State, Zip	_____ Ded. Code County Class Local
	For AFSCME Use Only

**PLEASE SEND THIS FORM TO:**

AFSCME Council 79  
3064 Highland Oaks Terrace  
Tallahassee, FL 32301-9808



## Apéndice B

### AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) (FEDERACIÓN AMERICANA DE EMPLEADOS ESTATALES, DE CONDADOS, Y MUNICIPALES (AFSCME))

#### AFSCME FORMA DE AUTORIZACION DE CUOTA

Autorizo a la Universidad de Florida Central a descontar de mi paga, comenzando con el primer período completo de pago, efectivo no antes de siete días desde la fecha en que esta autorización sea recibida por AFSCME Concilio 79, la cuota de membresía y otras deducciones uniformes autorizadas y lícitas de la AFSCME según establecido de tiempo en tiempo por AFSCME de acuerdo con su Constitución, y como certificado a la Universidad por AFSCME. Además, entiendo que tales cuotas serán pagadas a AFSCME.

Esta autorización continuará hasta que o (1) sea revocada por mí en cualquier momento por escrito a la oficina de personal de la Universidad; (2) sea removido de un alguna unidad de negociación representada por AFSCME; (3) terminación de empleo; o (4) sea revocado conforme a la Sección 447.507, F.S.

Firmando esta forma, yo autorizo la Universidad de informar mi número de identificación de empleado a AFSCME al reportar las deducciones de cuotas.

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Firma

---

Fecha

---

Nombre (Impreso)

---

Número de Identificación de UCF

---

Departamento o Localización del Trabajo

---

Clasificación de Empleo

---

Dirección Residencial

---

Teléfono de Residencia

---

Ciudad, Estado, Código Postal

---

Ded. Code County Class Local  
Para el Uso de AFSCME solamente.

#### **POR FAVOR ENVIAR ESTA FORMA A:**

AFSCME Council 79  
3064 Highland Oaks Terrace  
Tallahassee, FL 32301-9808

## Appendix C

**University of Central Florida – AFSCME  
GRIEVANCE FORM – STEP 1  
(Deliver this form to the Office of Human Resources)**

- I. This grievance was received by the University on \_\_\_\_\_ (date) by:  
\_\_\_\_\_ certified or registered return receipt requested mail; OR  
\_\_\_\_\_ personal delivery: OR  
\_\_\_\_\_ fax (followed by personal delivery within one business day). [CHECK ONE]

GRIEVANT NAME: \_\_\_\_\_

Grievant's Classification/Title: \_\_\_\_\_

Grievant's Department or Unit, and Office Phone: \_\_\_\_\_

**Statement of Grievance:**

Article(s) and Section(s) of the Agreement allegedly violated:

\_\_\_\_\_

Describe the alleged incident, act, or occurrence which gave rise to the grievance, including date(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Representation:**

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

\_\_\_\_\_ AFSCME \_\_\_\_\_ OR  
\_\_\_\_\_ Legal Counsel \_\_\_\_\_ OR  
\_\_\_\_\_ Myself \_\_\_\_\_

Provide the following information about your Representative:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

If employed by UCF, what department: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

(This grievance will not be processed if it is not signed by the grievant.)

The Step 1 review shall be transmitted to Grievant's Representative by personal delivery with written documentation of receipt, fax or by certified mail, return receipt requested.

## Appendix D

### University of Central Florida – AFSCME

#### REQUEST FOR STEP 2

**(Deliver this form and attachments to the Office of Human Resources.)**

- I. This grievance was received by the University on \_\_\_\_\_ (date) by:  
\_\_\_\_\_ certified or registered return receipt requested mail; OR  
\_\_\_\_\_ personal delivery; OR  
\_\_\_\_\_ fax (followed by personal delivery within one business day). (CHECK ONE)

GRIEVANT NAME: \_\_\_\_\_

Grievant Classification/Title: \_\_\_\_\_

Department/Division/Office Phone: \_\_\_\_\_

**DATE OF STEP 1 DECISION:** \_\_\_\_\_

Date Step 1 Decision was received by Grievant or Grievant's Representative: \_\_\_\_\_

Article(s) and Section(s) of the Agreement allegedly violated at Step 1:  
\_\_\_\_\_

Describe the reasons for requesting that the Step 1 Decision be reviewed by the unit head:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Representation:**

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

\_\_\_\_\_ AFSCME \_\_\_\_\_ OR  
\_\_\_\_\_ Legal Counsel \_\_\_\_\_ OR  
\_\_\_\_\_ Myself \_\_\_\_\_

Provide the following information about your Representative:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

If employed by UCF, what department: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

A copy of the following documents must be attached to this Request at the time of its filing with the Office of Human Resources:

1. Original grievance form filed with University
2. Step 1 decision, if issued
3. All attachments to the Step 1 decision.

## Appendix E

### University of Central Florida – AFSCME

#### REQUEST FOR STEP 3

**(Deliver this form and attachments to Office of Human Resources.)**

- I. This grievance was received by the University on \_\_\_\_\_(date) by:  
\_\_\_\_\_ certified or registered return receipt requested mail; OR  
\_\_\_\_\_ personal delivery; OR  
\_\_\_\_\_ fax (followed by personal delivery within one business day). (CHECK ONE)

GRIEVANT NAME: \_\_\_\_\_

Grievant Classification/Title: \_\_\_\_\_

Department/Division/Office Phone: \_\_\_\_\_

**DATE OF STEP 2 DECISION:** \_\_\_\_\_

Date Step 2 Decision was received by Grievant or Grievant’s Representative: \_\_\_\_\_

Article(s) and Section(s) of the Agreement allegedly violated:  
\_\_\_\_\_

Describe the reasons for requesting that the Step 2 Decision be reviewed by the Director of Human Resources or designee:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Representation:**

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

\_\_\_\_\_ AFSCME \_\_\_\_\_ OR  
\_\_\_\_\_ Legal Counsel \_\_\_\_\_ OR  
\_\_\_\_\_ Myself \_\_\_\_\_

Provide the following information for your Representative:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

If employed by UCF, what department: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

A copy of the following documents must be attached to this Request at the time of its filing with the Office of Human Resources

1. Original grievance form filed with University
2. Step 1 decision, if issued, and any attachments
3. Step 2 decision, if issued
4. All attachments to the Step 2 decision

## Appendix F

### University of Central Florida – AFSCME

#### NOTICE OF ARBITRATION

**(Deliver this form and attachments to Office of Human Resources.)**

I. This request for review was received by the University on \_\_\_\_\_ (date).

Delivered by (check one):

\_\_\_\_\_ certified or registered return receipt requested mail; OR

\_\_\_\_\_ personal delivery.

The American Federation of State, County, and Municipal Employees (AFSCME) or Grievant (if not represented by AFSCME) hereby gives notice of intent to proceed to arbitration in connection with the decision of the University dated \_\_\_\_\_ [date of Step 3 decision] and received by the AFSCME Representative/Grievant on \_\_\_\_\_ [date of receipt of Step 3 decision] in the grievance of:

GRIEVANT NAME: \_\_\_\_\_

The following statement of issue(s) before the arbitrator is proposed:

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\_\_\_\_\_  
Signature of AFSCME Representative or Grievant

\_\_\_\_\_  
Date

IN WITNESS THEREOF, the parties have set their signatures this 27<sup>th</sup> day of January, 2011

FOR THE UNIVERSITY OF  
CENTRAL FLORIDA BOARD  
OF TRUSTEES:



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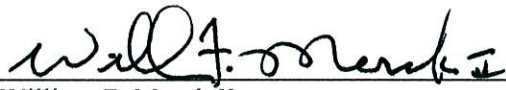
John C. Hitt  
President

FOR THE AMERICAN FEDERATION OF  
STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES (AFSCME):



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Marc A. Sugerman  
Legal Staff - Chief Negotiator



---

William F. Merck II  
Vice-President of Administration & Finance and  
Chief Financial Officer



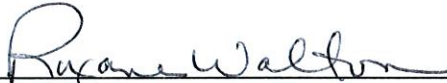
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Douglas Watkins  
President of Local 3345



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Mark A. Roberts  
Chief Human Resources Officer



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Roxane Walton  
Director of Human Resources



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Montel Watson  
Director of Facilities Operations