

**2006 RE-OPENER**

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**Collective Bargaining Agreement**

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**between**

**THE UNIVERSITY OF NORTH FLORIDA  
BOARD OF TRUSTEES**

**and**

**Florida Public Employees Council 79  
American Federation of State,  
County, and Municipal Employees  
AFL-CIO**

**2004-2007**

2006 AFSCME Re-opener Agreement

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## **ARTICLE 7 WAGES**

7.1 General Increases. Effective October 1, 2006, each eligible employee shall receive a three percent (3%) across-the-board increase on his/her September 30, 2006 base rate of pay. Eligible employee is defined as those employees hired June 30, 2006 or before and who are, at a minimum, meeting their required performance standards and are still employed as of October 1, 2006. Salary increases for eligible part-time employees shall be prorated accordingly.

7.2 Merit Pay. Funds equal to approximately two percent (2%) of the June 30, 2006 base salary rate of AFSCME employees shall be provided for merit increases. Employees who have successfully completed their six-month probationary period, exhibited overall performance at or above the achievement of the basic work expected of the position as reflected in the most recent performance evaluation, and have a discipline-free work record for the past year are eligible to receive a merit increase effective October 1, 2006. Merit will be awarded in addition to any across-the-board increase.

7.3 Employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall be eligible for pay increases provided such increases are permitted and funded by the funding entity. 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 President or his designee shall seek to have the contract or grant modified to permit such increases.

7.4 Certification Programs.

A. Each employee who successfully completes a University sanctioned certification program associated with the employee's job duties and responsibilities shall receive a five (5) percent increase in his/her base rate of pay. The increase shall be effective on the date the University receives notice that the employee successfully completed the certification program.

B. Each employee who successfully completed a certification program during the 2004-05 fiscal year shall be provided a five (5) percent increase in his/her base rate of pay retroactive to the date the University received notice that the employee successfully completed the certification program.

C. A list of the approved certification programs shall annually be provided to the President of Council 79 and the local AFSCME President.

## **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 care 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.

C. Parking. Each employee hired on or before July 31, 2006 and is in pay status on August 1, 2006 shall be provided a \$73 transportation stipend to be paid by September 15, 2006.

#### 9.2 Retired Employees.

A. Employees who retire under the Florida Retirement System shall be eligible, upon request, to receive on the same basis as other employees the following benefits at the University from which they retired, subject to University rules and policies:

1. retired employee identification card;
2. use of the University library (i.e., public rooms, lending and research service); and
3. placement on designated University mailing lists.

B. In addition, fees may be charged retired employees for the following, and/or access granted to them on a space available basis:

1. use of University recreational facilities;
2. a University parking decal; and
3. course enrollment of retired employees sixty (60) years or older who meet Florida residency requirements, without payment of fees, on a space available basis.

## **ARTICLE 20 PERFORMANCE EVALUATIONS**

#### 20.1 Procedure.

A. An employee shall ordinarily be evaluated by his/her immediate supervisor who shall be held accountable for such evaluation. The evaluation may be reviewed but shall not be changed by a higher level administrator. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the person appointed by the President or designee. The evaluator is primarily responsible for the timely evaluation of the employee.

B. The employee shall be provided with information regarding the basis of the evaluation and shall, upon written request, be provided a copy of any documents which were considered in completing the evaluation.

C. The evaluation shall be discussed with the employee, who shall be given the opportunity to respond.

D. The University will on an annual basis make available to employees and supervisors training in performance evaluation techniques.

#### 20.2 Failure to Meet Performance Standards.

A. Where an employee who has attained regular status in the class does not meet performance standards, 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.

C. The employee may be removed from his/her class no sooner than sixty (60) days after receipt of the improvement plan if adequate improvement in performance is not made.

20.3 Grievability. Performance evaluations shall be subject to Article 23, Grievance Procedures, but only to the extent provided below:

An employee with regular status in the class who receives a performance evaluation of not meeting performance standards may grieve the evaluation. The review of the grievance shall be solely to determine whether the performance evaluation was done in an arbitrary or capricious manner. Grievance reviewers shall not substitute their judgments regarding an employee's performance for that of the evaluator.

## **ARTICLE 22 JUST CAUSE AND DISCIPLINARY ACTIONS**

22.1 Policy. The University and AFSCME endorse the principle of progressive discipline. The purpose of this article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Supervisors 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, reductions in base pay, and terminations administered to regular status employees are subject to Article 23, Grievance Procedures.

B. Oral reprimands shall be grievable under the provisions of this Agreement for the limited purpose of determining whether an oral reprimand was justified under the circumstances. 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. Such oral reprimands shall be placed in a sealed envelope and marked "Invalid in accordance with Section 7.3(B)" any time after that one (1) year period upon written request of the employee.

C. Written reprimands shall be grievable under the provisions of this Agreement for the limited purpose of determining whether discipline was justified under the circumstances. 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. Such written reprimands shall be placed in a sealed envelope and marked "Invalid in accordance with Section 7.3(C)" any time after that two (2) year period upon written request of the employee.

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.

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, and a copy of the response shall be placed in that file.