Collective Bargaining Agreement

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
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PREAMBLE

This Agreement is entered into between THE UNIVERSITY OF NORTH FLORIDA, BOARD OF TRUSTEES, hereinafter referred to as the “TRUSTEES” or the “UNIVERSITY” and the FLORIDA PUBLIC EMPLOYEES COUNCIL 79, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereafter called “AFSCME.” It is the intent and purpose of this AGREEMENT to assure sound and mutually beneficial working and economic relationships between the parties hereto; to provide a full agreement between the parties concerning rates of pay, wages, hours of employment, and any other terms or conditions of employment; and to provide a peaceful means of resolving any differences or disputes which may arise. There shall be no individual arrangement or agreement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement.

ARTICLE 1
RECOGNITION

The University recognizes AFSCME as the exclusive bargaining representative for all employees in the job classifications included in PERC Certification No. RA-2003-008, which are listed in Appendix A of this Agreement. All other employees specifically excluded by the aforementioned certification shall not be included in the bargaining unit and shall not be covered by the terms of this Agreement.

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 “Departmental Promotion: ” Where a vacancy exists or becomes available in a department or unit, managers shall be able to identify and promote staff, within their department or unit, who have demonstrated the skills, ability and performance level to be successful in a higher level position.

2.4 "Employee" means a member of a bargaining unit described in Article 1.

2.5 "Management Representative" means an individual designated to hear grievances on behalf of a University.

2.6 “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 for the position.
2.7 "Position" means a position in a classification included in the bargaining unit described in Article 1.

2.8 "President" means the President of the University or his/her designee.

2.9 "President of Council 79" includes his/her representatives.

2.10 "Regular Status" is earned by an employee in a class, after successfully completing the specified probationary period for that class, which provides the employee with rights to remain in the class or to appeal adverse action taken against the employee while serving in the class. Once attained in any USPS class, regular status is retained throughout continuous employment in the USPS.

2.11 "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 Article 23 of this Agreement, when AFSCME has been selected as the employee's representative.

2.12 "USPS" means the University Support Personnel System.

ARTICLE 3
MANAGEMENT RIGHTS

AFSCME agrees that the University has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the University, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is the right of the University to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions 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. A University may discharge or discipline any employee who violates the
provisions of this Article and AFSCME shall not use the Grievance Procedure on such
employee's behalf; however, if the issue is whether the employee engaged in activities
prohibited by this Article, AFSCME may elect to represent the employee in such grievance
through the Grievance Procedure.

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 designee.
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 President or
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 President 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.

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. Stewards/AFSCME Employee Representatives, the local AFSCME President,
and AFSCME Staff Representatives may request access to premises not available to the
public under University policies. Such requests shall indicate the premises to be visited, the
employees with whom the representative wishes to speak, the grievance being investigated,
and the approximate length of time the representative will require such access. Permission
for such access for the purpose of investigating an employee's grievance shall not be
unreasonably denied and such access and investigation shall not impede University
operations.
   C. AFSCME shall have the right to use University facilities for meetings on the
same basis as they are available to other 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.unf.edu/dept/humanres/ 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, the Physical Facilities Office, the Office of Academic Affairs, and the Library.

5.5 Bulletin Boards.
A. Where University-controlled bulletin boards are available, the University agrees to provide space on such bulletin boards for AFSCME use. Where bulletin boards are not available, the University agrees to provide wall space for AFSCME-purchased bulletin boards. The University shall make a reasonable effort to make such space available and accessible to employees.
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.
C. Posting must be dated and approved by the local AFSCME President.

5.6 Rules 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://www.unf.edu/trustees/.
B. The University shall provide the local AFSCME President copies of its rules published under the Administrative Procedures Act.
C. At least 21 days prior to the adoption or amendment of any University personnel rule or policy which will change the terms and conditions of employment for employees, the University will provide notice to AFSCME of its intended action, including a copy of the proposed rule or policy, a brief explanation of the purpose and effect of the proposed rule 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 rule is promulgated as an emergency rule under the provisions of Chapter 120.) 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 use the consultation process described in Section 5.7 to discuss the proposed revisions to a University personnel rule or policy; however, AFSCME must request such consultation within 10 days of receipt of notice of the proposed rule or policy revision. Nothing in this Section precludes or limits, or is intended to preclude or limit, AFSCME from exercising rights related to rule proceedings under Chapter 120, Florida Statutes.

5.7 Consultation.
A. Consultation with the President or designee. The President or designee shall meet with local AFSCME representatives to discuss matters pertinent to the implementation or administration of this Agreement, Board and University actions affecting terms and conditions of employment, or any other mutually agreeable matters. The meetings shall be held on a mutually convenient date. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining. When AFSCME is the party requesting a consultation, AFSCME shall notify the
Director of Human Resources who will notify the President or designee of the request for consultation.

B. If a consultation meeting is held during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

C. Written recommendations developed through consultation meetings shall be submitted to the President and the President of Council 79.

5.8. 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. There shall be no negotiations by AFSCME at any other level.

B. AFSCME Committee. AFSCME shall designate in writing not more than five (5) 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.

C. Negotiation Leave.

1. For each round of negotiations, each Committee member and alternate substituting for an absent Committee member shall be credited with time worked while attending negotiations.

2. No Committee member or alternate shall be credited with more than eight (8) hours for any day of negotiations, nor shall the time in attendance at such negotiating sessions be counted as hours worked for the purpose of computing compensatory time or overtime.

3. The University shall not reimburse any Committee member or alternate for travel, meals, lodging, or any other expense incurred while attending negotiations.

5.9 Leave for Negotiating and Other AFSCME Activities.

A. Alternates who are not substituting for absent Committee members shall have the right to use accrued annual or compensatory leave or to request unpaid leave for the purpose of attending negotiating sessions. Such leave shall not impede the operations of the University or be unreasonably denied.

B. Employees shall have the right to request use of accrued or unpaid leave, in writing, for the purpose of attending AFSCME conventions, conferences, meetings, and negotiating sessions. When such requests are denied, the supervisor shall provide such denial in writing.

ARTICLE 6
AFSCME DEDUCTIONS

6.1 Deductions and Remittance.

A. During the term of this Agreement, the universities 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, and make other deductions from employee’s pay for those employees who individually make such request 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 thirty (30) 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 and other authorized deductions, 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 and other authorized deductions shall terminate automatically upon either: (1) thirty (30) days 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 units.

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 and 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 General Increases:

A. Each eligible employee shall receive a two percent (2%) across-the-board increase on his/her August 30, 2004 base rate of pay effective September 1, 2004 or upon ratification of this Agreement by the Board of Trustees, whichever date is later. Salary increases for eligible part-time employees shall be prorated accordingly. Eligible employees are those who, at a minimum, meeting their required performance standards.

B. In addition, employees who are employed as of July 1, 2004, who meet performance standards and who remain employed through December 1, 2004, shall receive a $1000 bonus, not added to base, to be effective December 1, 2004.

7.2 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 President or his
designee shall seek to have the contract or grant modified to permit such increases.

7.3 The parties agree to establish a workgroup for the purpose of developing a merit pay
proposal for next year and thereafter. The workgroup will also study the compensation level
of those bargaining unit employees who earn less than $10.00 per hour. The workgroup will
include four (4) employees in the bargaining unit.

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. University recognized holidays will be considered as time worked for
purposes of calculation of overtime.
C. Upon agreement of the employee 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.
D. Eligible employees can opt once per quarter if they want to earn Overtime
Comp or if they wish to be paid out for overtime earned:
   1. The earning of Overtime Comp time must be pre-approved by the
department head.
   2. 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).
   3. In all cases, accrued comp time must be used before the use of other
accrued leave.
   4. As of June 30 of each year, the maximum accrual of Overtime Comp
time will be 80 hours and all hours over the 80 accrued will be paid to the employee.
   5. 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.
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 two (2) shifts 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 two (2) shifts 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 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 shall annually be provided a $50 transportation stipend effective August 1, 2004.

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

10.2 Tuition Free Course Program. The University shall encourage supervisors to accommodate employees seeking to take courses under the tuition free course program referenced in the UNF Personnel Program, Learning Opportunities Section (9-4.730), 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. 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. Nothing herein obligates the University to maintain current classifications, positions, or employees.

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 training or apprenticeship of its employees. Therefore, any claim by an
employee or AFSCME concerning this Article shall not be subject to the Grievance
Procedure of this Agreement.

ARTICLE 11
LEAVES OF ABSENCE/HOLIDAYS

11.1 Leaves. Employees may be granted leaves of absence as provided in the UNF
Personnel Program, Benefits and Hours of Work Section (9-4.720).

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 UNF
Personnel Program, Benefits and Hours of Work Section (9-4.765).

11.3 Holidays. The authorized University holidays are as follows:
New Year’s Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Veteran’s Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
If the approved holiday falls on a Saturday, the preceding Friday is observed. If the holiday
falls on Sunday, the following Monday will be observed.

11.4 Personal Holiday. All employees who have successfully completed their initial
probationary period are given one personal holiday each fiscal year. If the personal holiday
is not used by June 30 of each year, it will not be carried over into the new fiscal year.

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-fourth (1/4) the hourly minimum for the employee's class for each hour such employee is required to be available.

D. If an on-call period is less than one (1) hour, the employee shall be paid for one hour.

E. If an employee's immediate supervisor who is covered by this Agreement inappropriately instructs an employee that the employee is on-call, that supervisor may be held personally liable for reimbursing the University for any on-call fee which results from the inappropiate instruction.

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.

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 a loss of pay as a result of such reassignment.

D. Nothing contained in this Agreement shall be construed to prevent the University, at its discretion, from effecting the change in assignment of any employee according to the needs of the University and in each case, the University will take into consideration the needs and circumstances of the employee prior to taking such action.

13.2 Notice. 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 a revision of a class specification for positions covered by this agreement is needed, and such revision affects the 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. 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
supervisor to perform temporarily a major portion of duties of a position in a higher
classification than the employee's current classification shall be eligible for a pay increase
for the period of time such duties are assigned, provided that such duties are performed for
a period of more than twenty-two (22) workdays within any six (6) consecutive months.

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 the Director of Human Resources. The
Director shall issue his/her decision within fifteen (15) days following receipt of the request
for review. If the employee does not agree with the Director's decision, he/she may appeal
to the President or designee. The President or designee shall issue his/her decision within
twenty (20) days following receipt of the employee's appeal. The decision of the President
or designee 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 local AFSCME President. The local
AFSCME President 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. The President of Council 79 may also request consultation
with the President or designee regarding the impact on affected employees of such
contracting-out.

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-
care insurance, subject to termination during this period only for just cause, and provide
reasonable training during this period to increase the employee's opportunity for
employment beyond the 120 days; and,
B. require the proposers to provide information regarding the coverage and cost
of any health-care insurance which will be provided to any affected employee employed by
the proposer.

15.3 A University shall not ordinarily contract-out work which will result in the layoff of
employees where the results of a Request For Proposals do not indicate a cost savings to
the University during the term of the proposed contract.
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 affected employees.

15.6 If an affected employee is laid-off as a result of the University contracting-out their work, such employee may file a grievance under Article 23. The only issue to be addressed by such grievance is whether the University complied with the provisions of this Article.

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 employee to serve on the University’s Safety Committee.

16.3 Employee Health and Safety.
A. When a 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 well-being.
D. The University will not ordinarily require employees to continuously perform repetitive keyboard motions at a video display terminal for a period in excess of two (2) consecutive hours without an alternative work assignment or fifteen (15) minute rest period.
E. The University shall make reasonable attempts to notify affected employees of major remodeling or major construction.

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 UNF Personnel Program, Separations from Employment and Layoff Section (9-4.765) 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 a University.

C. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid off employees.

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. Laid off employees shall be recalled in accordance with the procedures contained in the UNF Personnel Program, Separations from Employment and Layoff Section (9-4.765). When a vacant position exists at the University in the same class in which the employee was laid off, the employee who has been laid off and who is not otherwise employed in an equivalent position shall be offered re-employment if the employee meets the special qualifications and relevant experience required for the vacant position. If the employee held regular status in the class at the time of the layoff, the re-employment shall be with regular status and the total retention points computed at the time of the layoff shall be restored to the employee.

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 USPS service, 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 USPS 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. The parties agree to the following departmental promotion process:

1. Where a vacancy exists or becomes available in a department or unit, managers shall be able to identify and promote a staff member within their department or unit who have demonstrated the skills, ability and performance level to be successful in a higher-level position.

2. Such employees shall meet the minimum qualifications for the position to which they are being promoted.
3. Such employees shall have "satisfactory" or above performance ratings currently on file.
4. Such employees shall complete the probationary period for the new position, if applicable.
5. To ensure fairness and equity in review, such decisions to promote within a department will require consultation with the Director of Human Resources or designee and the approval of the appropriate higher-level supervisor in order to ensure fairness and equity.
6. Managers shall complete a Departmental Promotion form that shall include a rationale for the selection.
7. Managers shall meet with the Director of Human Resources, or designee, prior to promoting an employee.
8. The Director of Human Resources, or designee, shall collaborate with the Director of Equal Opportunity Programs as appropriate.
9. The Director of Equal Opportunity Programs will need to be consulted if the promotion is in a unit that has been identified as having not met representation requirements as per the annual Affirmative Action Plan.

18.2 Procedures.
A. Employees who have attained regular status in their current class shall be eligible for the provisions of this Article.
B. Except where a vacant position is filled by demotion, change in assignment to a different position in the same class or in a different class having the same pay range maximum, or department promotion, the University shall interview at least two of its employees who are eligible under this Section and who have met the advertised requirements for the position, provided at least two have applied. If only one such employee applies, the employee shall be interviewed.
C. If an employee applied for the position but was not selected, that employee may file a grievance under Article 23, Grievance Procedures. 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, 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.

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

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. 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, to the extent provided in this Section:
A. An employee with regular status in the class who receives a performance evaluation of not meeting performance standards may grieve the evaluation but only through Step 2. 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.
B. An employee with regular status in the class who is demoted or dismissed for an evaluation of not meeting performance standards may grieve the demotion or dismissal through Step 3, Arbitration, of the grievance process.

ARTICLE 21
PERSONNEL RECORDS
21.1 Use of Personnel Files.
   A. There shall be only 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 a University. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items, which are not filed in the official personnel file.
   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. 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.
   C. Records of disciplinary action and 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
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 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. 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 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. 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.

ARTICLE 23
GRIEVANCE PROCEDURES

23.1 General Provisions.
A. The University and AFSCME encourage informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the University representative who has authority to address the complaint. Such review and discussions should be held with a view to reaching an understanding that will resolve the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article. If the complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provisions of this Article.
B. "Grievance" means a dispute filed with the Grievant’s supervisor or other appropriate higher-level manager with a copy to the Office of Human Resources ("Step 1"), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. 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.
C. "Grievant" means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee. AFSCME may file a grievance in a dispute over a provision of this Agreement that confers rights upon AFSCME.
D. The resolution of a grievance prior to its appeal in writing to Step 3 shall not establish a precedent binding on the University, or AFSCME.
E. All grievances must be filed within thirty (30) 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. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.
F. The University shall not retaliate against any employee who participates in the procedures set forth in this Article.
G. If a Step 1 grievance meeting is held during the working hours of the grievant or any required participant, such person shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.
H. Each grievance and request for review must be signed by the grievant and submitted in writing on the appropriate form attached to this Agreement as Appendix C with all required attachments. One Appendix C 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. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, an AFSCME representative may sign such forms for the grievant.

23.2 Representation.
   A. A grievant who decides to use this grievance procedure shall, prior to 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 AFSCME representation is requested by a grievant, the grievance representative shall be selected by AFSCME from the list referenced in Section 5.2A, provided that the selection of an AFSCME President or Steward/AFSCME Employee Representative must be from the same local chapter 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. Such time off with pay shall be subject to prior approval by the AFSCME President's or Steward/AFSCME Employee Representative’s 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. If the grievant is not represented by AFSCME, the Management Representative shall timely notify AFSCME such that AFSCME is given reasonable opportunity to be present at meetings called for the resolution of the grievance. The processing of the grievance and any resolution will be in accordance with the procedures established in this Agreement.
   D. AFSCME shall not be bound by a grievance decision in a grievance in which the grievant chose not to be represented by AFSCME.

23.3 Procedures.
   A. Step 1 Oral Discussion.
      1. The Grievant’s supervisor or other appropriate higher-level manager shall meet to discuss the grievance and any appropriate resolution with the grievant and the grievant’s Steward/AFSCME Employee Representative. This meeting shall be held within fifteen (15) days following receipt of the grievance if no postponement is requested, or within fifteen (15) days following receipt of a written notice that the grievant wishes to proceed with the Step 1 meeting if a postponement was previously requested. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Grievant’s supervisor or other appropriate higher level manager will proceed with processing the grievance and issuing a letter indicating the date that the step 1 meeting was held, the parties present at the meeting, and that the grievance was unable to be resolved, to grievant's Steward/AFSCME Employee Representative within five (5) days following the conclusion of the meeting, unless an extension has been granted. A copy of this letter shall also be sent to the Office of Human...

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Resources. If an extension was granted, the letter shall be issued by the agreed upon date. A copy of the letter shall be sent to the grievant and to the local AFSCME President if grievant elected not to be represented by AFSCME. The letter shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

2. Where practicable, the Grievant’s supervisor or other appropriate higher-level manager shall make available to the grievant or grievant’s Steward/AFSCME Employee Representative, documentation that was discussed or presented in the Step 1 meeting. In advance of the Step 1 meeting, the grievant or the grievant’s Steward/AFSCME Employee Representative shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

3. In the absence of an agreement to extend the period for issuing the Step 1 letter, the grievant may proceed to Step 2 if the grievant’s Steward/AFSCME Employee Representative has not received the letter by the end of the 5th day following the conclusion of the Step 1 meeting.

B. Step 2. Written Step.

1. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the University President or designee within thirty (30) days following receipt of the Step 1 letter by grievant’s Steward/AFSCME Employee Representative. The University President or designee and grievant’s AFSCME Staff Representative shall schedule a meeting for the purpose of reviewing the matter within fifteen (15) days following receipt of the request for review.

2. The University President or designee shall issue a written decision, stating the reasons therefor, to grievant’s AFSCME Staff Representative within thirty (30) days following the conclusion of the meeting. In the absence of an agreement to extend the period for issuing the Step 2 decision, AFSCME may proceed to Step 3 if the AFSCME Staff Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to AFSCME if the grievant elected not to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

C. Step 3. Arbitration.

1. If the grievance is not resolved at Step 2, AFSCME may appeal the decision to Arbitration on a Request for Arbitration Form within thirty (30) days after receipt of the Step 2 decision.

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

3. Selection of Arbitrator.

a. Within sixty days after ratification of this Agreement, the University and AFSCME shall select an Arbitration Panel. The panel shall have eleven (11) 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.

b. 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.

4. Arbitration hearings shall be held in Jacksonville 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.

5. 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:

a. 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.

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

c. 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.

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

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

a. 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

b. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its 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

c. Which have the effect of restricting the discretion of the University President as otherwise granted by law or the Rules of the University Board of Trustees or University policy unless such authority is modified by this Agreement; or

d. That are based solely upon a University past practice or policy unless such University practice or policy is contrary to law, the UNF Employment Rules or this Agreement.

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

a. 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;

b. 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

c. 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.

8. a. As a part of the award in each case, the arbitrator shall determine which party shall bear the fees and expenses of the arbitration. The fees and expenses of the Arbitrator shall be borne solely by the party that fails to prevail in the arbitration if the losing party's position was not substantially justified. A party’s position is "not substantially justified" if it does not have a reasonable basis in fact. If the losing party's position was substantially justified, the fees and expenses of the arbitrator shall be evenly shared.

b. 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. 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.

23.4 Time Limits.
   A. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.
   B. Failure, at any Step of this procedure by the University, to communicate the decision on a grievance within the specified time limit shall permit the grievant’s representative to proceed to the next Step.
   C. Claims of either an untimely filing or untimely appeal shall be made at the Step in question.
   D. 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.
   E. In the event that any action falls due on a Saturday, Sunday, or State or Federal holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

23.5 Exceptions.
   A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit AFSCME or an employee to process a grievance (1) in behalf of any employee without his/her consent, or (2) with respect to any matter which is at the same time the subject of an action which has been filed by a grievant in any other forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2000e et seq.
   B. An employee who has not attained regular status can file only non-disciplinary grievances under this Agreement, which may be processed only at Step 1 without further appeal.

23.6 Management Representatives. The President or designee shall annually furnish no later than July 1 a list of Step 1 and Step 2 management representatives by name, title, and campus mailing address to the local AFSCME President, unless there have been no changes in the list from the preceding year.

ARTICLE 24
PREVAILING RIGHTS

All pay and benefits provisions published in the UNF Personnel Program which are not specifically provided for or modified by this Agreement or by the Legislature shall be in effect during the term of this Agreement. Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by the UNF Personnel Program or other appropriate administrative or judicial remedy.

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
DURATION

27.1 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 June, 2007, with the exception that the following shall be subject to annual renegotiation:
   1. Wages (Article 7); and
   2. Up to two (2) additional articles chosen by each party. Such renegotiations shall begin no later than July 31, 2005 for the 2005-06 reopener negotiations and July 31, 2006 for the 2006-07 reopener negotiations.
B. Negotiations for a successor Agreement shall begin no later than April 1, 2007. 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.

27.2 Emergencies. If the Governor determines 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. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above would apply only to those employees regularly or temporarily assigned to such areas.
In witness whereof, we the negotiating teams for the parties have set our hands this 15th day of November 2004.

For the Public Employer

Leonard A. Carson, Chief Negotiator
Charlie Bear
Jeann N. Campbell
Connie Corker
Mary O’Neal
Shari Shuman
Matthew M. Taylor

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

Jeanette Wynn, President of Council 79
Marc Brody, Chief Negotiator
Mark C. Jordan, Regional Director
Frank Bonham, Organizer
Sheryl Brown
Charlene Dawston
Charles Haynes
Jacqueline Huff
Todd Kessler
Michael Trotter
Annette Wilmore

Approved this 15th day of November 2004

John A. Delaney, President
APPENDIX A

The parties have agreed that the following classifications are included within the bargaining unit, and that this list may be amended by agreement of the parties or by order of the Florida Public Employees Relations Commission:

<table>
<thead>
<tr>
<th>CLASS CODE</th>
<th>CLASS TITLE</th>
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<tbody>
<tr>
<td>710</td>
<td>Administrative Assistant</td>
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<td>7520</td>
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<td>7233</td>
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<td>Engineering Technician/Designer</td>
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114 Executive Secretary
380 Extension Program Assistant
6486 Facilities Construction Specialist
7425 Farrier
4262 Financial Aid Officer
1712 Financial Assistance Counselor
6371 Fire Equipment Mechanic
1415 Fiscal Assistant
6213 Food Service Worker
6394 Groundskeeper
5505 Health Support Aide
5518 Health Support Technician
6368 Heavy Equipment Operator
6330 HVAC Operator
321 Instructional Facilities Scheduler
6468 Laboratory Machinist Specialist
5017 Laboratory Technician
7406 Laboratory Trainer
6389 Laborer
6227 Launderer
6226 Laundry Service Specialist
4303 Library Technical Assistant
5599 Licensed Practical Nurse
6423 Locksmith
6516 Machinist
6466 Maintenance Mechanic
6467 Maintenance Specialist
6374 Maintenance Support Worker
6561 Marine Assistant
6556 Marine Engine Specialist
6552 Marine Mechanic
6447 Mason
5666 Medical Records Specialist
5602 Medical Technologist
6339 Motor Vehicle Operator
2754 Museum Preparator
705 Office Assistant
716 Office Manager
5570 Ophthalmic Technologist
6426 Painter
8410 Parking Service Technician
3615 Photographer
6471 Piano Technician
6441 Plumber
8412 Police Communications Operator
6306 Printing Assistant
6310 Printing Equipment Operator
6312 Printing Production Supervisor
4206 Program Assistant
939 Property Manager
809 Purchasing Agent
8700 Radiation Control Technician
6405 Recreational/Educational Facility Specialist
6451 Refrigeration Mechanic
5578 Respiratory Care Technician
6435 Roofer
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</table>
4243  University AFSCME Program Specialist
7417  Veterinary Care Technician
7401  Veterinary Hospital Technician
1310  Vocational Trainer
6456  Welder
90   Word Processing Operator
APPENDIX B
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AFSCME DUES AUTHORIZATION FORM

I authorize the University 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 by the
University membership dues and other authorized 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 Board 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 upon thirty days
written notice to the University personnel office; (2) my promotion 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 Social Security number to
AFSCME in reporting dues deductions.

__________________________________________________________________
Name (Print)

______________________________________  _______________________________
Department or Work Location                Job Classification

________________________________________  _______________________________
Home Address - Street                        Home Phone

City, State Zip Ded. Code County Class Local
For AFSCME Use Only
UNIVERSITY OF NORTH FLORIDA
AFSCME Grievance Form

Employee Name (Print): ______________________________________________________

Employee Classification/Title: _________________________________________________

Article and Section of Agreement Violated____________________________________

___________________________________________________________________________

Describe incident, action or conduct which gave rise to the grievance: ________________

___________________________________________________________________________

___________________________________________________________________________

Remedy or Relief Desired______________________________________________________

___________________________________________________________________________

I authorize AFSCME Council 79 as my representative to act for me in the Disposition of this

grievance.

Employee Signature ___________________________ Date ________________

Signature of Union Representative________________________ Title ________________

Signature of Employee______________________________________  Date ________________

Signature of Human Resources Representative____________________________________________

(Date stamp on back immediately upon receipt)

Signature of Step 1 Mgmt. Representative __________________________ Date received________

Remedy or Disposition: ☐ Granted ☐ Denied ☐ In Part Date of decision ___________

Signature of Step 2 Mgmt. Representative __________________________ Date received_______

Remedy or Disposition: ☐ Granted ☐ Denied ☐ In Part Date of decision ___________

Signature and Date Presented for Arbitration __________________________/____________