

COLLECTIVE BARGAINING AGREEMENT

Between

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

and

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 79, AFL-CIO**

July 1, 2016 through June 30, 2019

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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 listed in Appendix A of this Agreement as certified in PERC Certification Numbers 732, 1397, and 1600. Any employee in a job classification not listed in Appendix A shall not be considered 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 is six (6) months. Regular status 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 in that class throughout continuous employment in the USPS. However, any employee promoted or transferred to a different or higher class shall be required to serve another probationary period, as provided in Article 18.1.C.4.

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

A. 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 just 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.

B. The University shall not amend or implement any current or proposed rules or regulations relating to wages, hours, or terms and conditions of employment until the union has been notified and given an opportunity to discuss same with the University.

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 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 the 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.

E. AFSCME may make a brief presentation at new employee orientation for the purpose of informing employees in the AFSCME bargaining unit of AFSCME's role as certified bargaining agent for the unit.

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 5.2 A. 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, Campus Mail, and E-mail System**

A. Where the 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. AFSCME shall have the right to use the University's campus mail and e-mail systems to fulfill its statutory responsibilities under Chapter 447, Part II, Florida Statutes.

C. The materials posted on the boards and sent through campus mail and the University e-mail system shall be restricted only to official AFSCME matters. No material shall be posted or sent 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 and sent through campus mail and e-mail system.

D. Posting and mailings must be dated and approved by the local AFSCME President.

5.6 Rules and Agendas

A. The agenda and minutes of the meeting 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 six (6) employees to serve as its Negotiation Committee. The Committee shall consist of not more than two (2) employees from each shop¹ represented by this Agreement. However, if management determines that multiple members from a shop cause the shop to be shorthanded, AFSCME will select which of the two will not participate in bargaining, or the session can be rescheduled. 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.

¹ The shops in Facilities are Custodial, Grounds, Maintenance, Vehicle Maintenance, Utilities, Recycle, Student Union, Engineering, Store Room, and General Supervision, and Work Management.

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 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, 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 the bargaining unit 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 Associate Director Employee & Labor Relations 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 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 Across the Board Increase – FY 2018-19

A. **Eligibility.** An eligible bargaining unit employee is one who was hired by and was in pay status by June 30, 2018, and continues to be employed with the University as of the date of ratification.

B. **Amount.** Effective July 14, 2018, each eligible bargaining unit employee shall receive a two percent (2%) increase to their June 30, 2018 base rate of pay.

7.2 **Living Wage Adjustment.** The parties also recognize that the bargaining unit includes a number of employees who earn less than \$10.00 per hour, and it is the mutual objective of the parties to provide those affected employees with a living wage adjustment which will bring their base pay to \$10.00 per hour. Accordingly, the parties agree to the following:

A. After the two percent (2%) across the board pay increase set forth in Article 7.1 has been added to the base pay of all eligible employees in the bargaining unit, the base pay of eligible employees in the following classifications who are still earning less than \$10.00 per hour will be increased to \$10.00 per hour.

- Custodial Worker
- Custodial Support Worker
- Dishwasher
- Facilities Operations Assistant
- Floor Care Worker

- Groundskeeper
- Refuse and Recycle Worker

B. Because the increase addressed in Article 7.2 Section A. above will have the effect of compressing the wage rates of certain higher level employees in related classifications, the minimum hourly rate of employees in the following classifications will be increased to the rates stated below.

\$10.50/hr.

- Senior Custodial Worker
- Senior Floor Care Worker
- Senior Groundskeeper

\$10.96/hr.

- Maintenance Helper/Maintenance Mechanic Trainee (Year 1)

\$11.00/hr.

- Pest Control Technician

\$11.02/hr.

- Custodial Supervisor
- Floor Care Supervisor
- Refuse Recycle Moving Supervisor

\$11.57/hr.

- Senior Custodial Supervisor

\$11.92/hr.

- Maintenance Mechanic Trainee (Year 2)

\$12.88/hr.

- Maintenance Mechanic

C. Except as specifically provided above, no additional pay increases will be granted to staff in filled positions who are making more than the new base after receiving the two percent (2%) 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 must have supervisory approval before starting any certification program. An employee can only receive one five percent (5%) salary increase for a certification program once every rolling year. The five percent (5%) salary increase will be paid only as long as the employee maintains the certification(s), and/or continues to perform the same duties.

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

ARTICLE 8 HOURS OF WORK

8.1 Workday/Workweek

A. The normal workweek for each full-time employee shall be forty (40) hours. The work week is Saturday through Friday.

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. A rotation list will be established in each shop, based on classification seniority. When overtime work will be required, management will initially offer it to the employee at the top of the rotation list. If that employee works the overtime or declines to do so, he or she will be placed at the bottom of the list, regardless of the hours of the overtime work. If a special skill is needed, management will drop to the employee next on the rotation list with the required skill. If he or she works the overtime or declines to do so, that employee will be moved to the bottom of the list. If overtime arises at some time that is too soon to notify the employee at the top of the list, management will hold over an appropriate staff member, who will then be moved to the bottom of the list.

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.

6. Overtime will be paid at the rate of time and one-half for hours worked in excess of forty (40) hours in a work week.

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.

C. If overtime is worked, the University will provide an additional fifteen (15) minute rest period after the ninth (9th) hour of work. For twelve (12) hour shifts, a fifteen (15) minute rest period will be given after the eleventh (11th) hour mark.

ARTICLE 9 **SENIORITY**

9.1 Seniority means the employee's length of service with the University. Two types of seniority shall be recognized:

A. **University Seniority** – The uninterrupted length of time served with the University since the last date of hire.

B. **Classification Seniority** – The uninterrupted length of time served in a classification since the most recent date of appointment or promotion to that classification.

C. Seniority shall be broken only by discharge, retirement, resignation, absence without authorized leave, layoff of more than eighteen (18) months, or failure to answer recall after notice from the employer.

D. In the event that two (2) employees have been the same length of service, seniority shall be determined by the last four (4) digits of his/her social security number. The employee having the lowest number will be considered more senior.

9.2 The University shall maintain current seniority lists.

ARTICLE 10 BENEFITS

10.1 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 employed by the University as of September 2, 2016, shall be provided a \$95 transportation stipend, to be paid in the September 2, 2016 paycheck.

10.2 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 11 LEARNING OPPORTUNITIES

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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 12 LEAVES OF ABSENCE/HOLIDAYS

12.1 Leaves. Employees may be granted leaves of absence as provided in the Hours of Work, Benefits and Leave Requirements Section (4.0120P).

12.2 Leave to Supplement Workers' Compensation Benefits. An employee is eligible to use paid leave to supplement workers' compensation benefits in accordance with the Hours of Work, Benefits and Leave Requirements Section (4.0120P).

12.3 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 authorized holiday falls on a Saturday, the preceding Friday is observed. If the holiday falls on Sunday, the following Monday will be observed. Any employee who works on an authorized holiday will be compensated both for the holiday and for all hours worked on that holiday. However, any employee who works on an authorized holiday will not also "observe" the holiday as provided in this section.

12.4 **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 13 ON-CALL AND CALL-BACK

13.1 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.

13.2 On-Call Payment

A. On-call time is not compensable for purposes of computing overtime.

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 his or her normal day off, or a 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 inappropriate instruction.

13.3 **Call-Back.** If an employee is called back to the University to perform work beyond the employee’s scheduled hours of work for that day, the employee shall be credited with the actual time worked plus two (2) hours. Provided, however, that in the event of circumstances addressed

in Section V. Other Leaves provision of the University Policies and Regulations, employees will be compensated in accordance with that provision instead.

13.4 **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 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 this Agreement as provided above would apply only to those employees regularly or temporarily assigned to such areas.

ARTICLE 14 CHANGE IN ASSIGNMENT

14.1 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, the department's ability to fund the position, the advertised position salary, and the department budget.

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.

14.2 **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 15 CLASSIFICATION REVIEW

15.1 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 change or of its desire to discuss the proposed changes.

15.2 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.

15.3 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.

15.4 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 16 CONTRACTING OUT

16.1 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.

16.2 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 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.

16.3 The 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.

16.4 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.

16.5 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.

16.6 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 17 HEALTH AND SAFETY

17.1 **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.

17.2 **Safety Committee.** The local AFSCME President will appoint one employee to serve on the University's Safety Committee.

17.3 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 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.

F. Each Department may develop a program for recognizing those employees who have made significant contributions to improving employee health and safety, or who have gone a substantial length of time without a lost time accident.

ARTICLE 18 LAYOFFS AND RECALL

18.1 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, Separation from Employment Section (4.0280P) 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 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.

18.2 **Recall.** Laid off employees shall be recalled in accordance with the procedures contained in the UNF Personnel Program, Separation from Employment Section (4.0280P). 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 19 METHOD OF FILLING VACANCIES

19.1 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 relevant 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 department 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 has 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 and Diversity as appropriate.

9. The Director of Equal Opportunity and Diversity will need to be consulted if the promotion is in a unit that has been identified as having not met representation as per the annual Affirmative Action Plan.

19.2 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. In 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.

19.3 Failure to Meet Probation Upon Promotion. Promoted employees who are unable to meet the requirements of the new position within the probationary period shall be returned to their previous position or to a comparable position within the University, provided such position is then available.

**ARTICLE 20
NON-DISCRIMINATION**

20.1 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.

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

20.3 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.

20.4 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 21
PERFORMANCE EVALUATIONS**

21.1 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 designees. 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.

21.2 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.

21.3 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 PERSONNEL RECORDS

22.1 Use of Personnel Files

A. The official personnel file for each employee shall be maintained in the Office of Human Resources. Duplicate personnel files may be established and maintained within the University. Such duplicate personnel files may contain counseling statements and training records in addition to part or all of the items 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.

22.2 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 23 JUST CAUSE AND DISCIPLINARY ACTION

23.1 **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.

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

23.3 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.²

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

² In the event that an oral reprimand is maintained electronically, the Department will remove the reprimand upon request, in accordance with 23.3 B. However, a copy will be retained electronically by the University's Human Resources Department.

“Invalid in accordance with Section 7.3 (C)” any time after that two (2) year period upon written request of the employee.³

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.

23.4 **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.

23.5 **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.

³ In the event that a written reprimand is maintained electronically, the Department will remove the reprimand upon request, in accordance with 23.3 C. However, a copy will be retained electronically by the University’s Human Resources Department.

ARTICLE 24 GRIEVANCE PROCEDURE

24.1 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.

24.2 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.

24.3 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 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 therefore, 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. Upon receiving a notice of arbitration either the University or AFSCME will contact the Federation Mediation and Conciliation Services (FMCS) to request an arbitration panel list of seven (7) names. The parties shall select an arbitrator by alternatively striking names from the list until only one (1) remains. The party filing the grievance shall strike first. By, mutual agreement, the parties may select an arbitrator who is not a member of the panel provided by FCMS.

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.

24.4 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.

24.5 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.

24.6 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 25 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 26
TOTALITY OF AGREEMENT

26.1 **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.

26.2 **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.

26.3 **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 27
SAVINGS CLAUSE

27.1 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.

27.2 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 28
DURATION

Term. 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, 2019. There shall be one reopener in the second year of the Agreement and one reopener in the third year of the Agreement. Each reopener will be limited to Wages (Article 7) and no more than three (3) additional articles chosen by each party.

SIGNATURE PAGE

In witness whereof, we the negotiating teams for the parties have set our hands this _____ day of _____, 2018.

The University of North Florida

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

Leonard A. Carson – Chief Negotiator

Torrence Johnson - Chief Negotiator
Organizer/ Staff Representative

Shari Shuman
Vice President - Admin and Finance

Sheryll Brown - President

John Hale
Asst. VP - Admin and Finance

Michael Trotter – Treasurer/Steward

Wallace Harris
Director of Facilities Operations

Myron Kelly – Trustee/Steward

Greg Catron
Director
Employee & Labor Relations

Approved this _____ day of _____, 2018

David M. Szymanski, Ph.D, President

APPENDIX A

The parties have agreed that the following job classifications are the jobs that the Florida Public Employees Relations Commission has determined are included within the bargaining unit. The parties agree that this list may be amended by agreement of the parties or by order of the Florida Public Employees Relations Commission.

CLASS CODE	CLASS TITLE	
2051	Academic Support Tech	
6468	Accounting Associate	
4252	Accounts Payable/Rec Assoc	
0710	Administrative Assistant	
0109	Administrative Secretary4273	Admissions Evaluator
2709	Assistant Child Development Teacher	
6540	Automotive Equipment Mechanic	
6456	Auto Equip Mech Supervisor	
7767	AV Support Specialist	
4600	Broadcast Engineering Technician	
1414	Budget Associate	
2002	Business Svcs Financial Specialist	
1301	Child Development Teacher	
0001	Clerical Aide	
6528	Custodial Supervisor	
6516	Custodial Support Worker	
6526	Custodial Worker	
2054	Data Center Technician	
1998	Data Processing Associate	
6203	Dishwasher	
1994	Document Scanning Associate	
4276	Enrollment Services Specialist	
3800	Events Planning Associate	
0114	Executive Secretary	
6486	Facilities Construction Specialist	
6520	Facilities Operations Asst	
4265	Financial Aid Specialist	
6484	Fire Alarm Technician	
1415	Fiscal Assistant	
7415	Floor Care Supervisor	
7406	Floor Care Worker	
2403	Grants Specialist	
3705	Graphic Designer	
6394	Groundskeeper	
5557	Guest Relations Assoc	
6368	Heavy Equipment Operator	

6033	Irrigation Supervisor
6625	Irrigation Technician
6629	Irrigation Turf Specialist
2046	IT Support Technician
5017	Laboratory Technician
6621	Landscape Specialist
0110	Legal Secretary
4308	Library Services Specialist
6213	Line Cook
6423	Locksmith
6425	Locksmith Supervisor
0005	Mailroom Clerk
6351	Maintenance Helper
6466	Maintenance Mechanic
6351	Maintenance Mechanic Trainee
6467	Maintenance Specialist
0705	Office Assistant
0716	Office Manager
8398	Parking Attendant
8203	Parking Services Supervisor
8410	Parking Services Technician
6636	Pest Control Technician
8412	Police Communications Operator
0008	Police Records Clerk
5641	Procurement Associate
2814	Production Specialist
4206	Program Assistant
8700	Public Relations Associate
3805	Public Relations Specialist
8701	Radiologic Technologist
6339	Refuse Recycle Moving Supervisor
6306	Refuse & Recycle Worker
4602	Senior Broadcast Engineering Technician
6529	Senior Custodial Supervisor
6527	Senior Custodial Worker
1996	Senior Document Scanning Rep
4327	Senior Engineering Technician/Designer
7405	Senior Floor Care Worker
6395	Senior Groundskeeper
6369	Senior Heavy Equipment Operator
3736	Senior Information Specialist
6627	Senior Irrigation Technician
2048	Senior IT Support Technician
4305	Senior Library Services Associate
3645	Senior Parking Services Supervisor
8413	Senior Police Communications Operator

7927	Senior Procurement Associate
0934	Senior Property & Assets Rep
0921	Senior Storekeeper/Receiving Clerk
2034	Senior Telecommunications Technician
4245	Senior University Union Program Specialist
0927	Shipping Receiving Supervisor
0918	Storekeeper/Receiving Clerk
4282	Teaching Laboratory Specialist
2030	Telecommunications Billing Associate
1322	Training Specialist

APPENDIX B

GRIEVANCE FORM

**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 _____/_____

APPENDIX D

PHYSICAL FACILITIES TRAINEE MAINTENANCE PROGRAM

The University has established on a trial basis a new three-year training program for current University employees who wish to become a Maintenance Mechanic. The program is described on the attached page. Following are the conditions of the program:

1. Individuals selected as trainees will be classified as Maintenance Helper. This new classification will be placed within the AFSCME bargaining unit. The classification of Maintenance Helper is not a permanent classification. It is an entry level position used to facilitate the training program.
2. The University management will initially select trainees from among current employees who apply for the program. If insufficient qualified trainees are available from among current employees, management may select employees from outside the University.
3. Trainees who are unable to satisfactorily meet the requirements of the new position within the probationary period shall, pursuant to Article 18.3, be returned to their previous classification (prior to being initially selected for the training program) or to a comparable position within the University, provided such is then available.
4. The University may, in its discretion, discontinue the training program at any time. In such event, trainees in Year One or Year Two of the program shall either be permitted by the University, at its discretion, to continue the training program, remain as a Maintenance Support Worker (if they have successfully attained that level), or be returned to a comparable position within the University provided such a position is then available.
5. The positions are as follows:

Year One

MAINTENANCE MECHANIC TRAINEE

This is an entry level position. The employee, under close supervision, works in a developing capacity with increased responsibility for performing a wide range of maintenance mechanic assignments.

Salary: \$21,000.00

Requirements to apply:

1. High school diploma or GED;
2. Current Driver's License;
3. One (1) year satisfactory employment with the University (Satisfactory Attendance/Work History; no Disciplinary Actions previous twelve (12) months).

Year Two

MAINTENANCE MECHANIC TRAINEE

Performs minor and major repairs of all buildings and equipment and performs preventive maintenance procedures under the supervision of skilled maintenance mechanics.

Salary: \$23,000.00

Requirements:

1. Maintain current Driver's License;
2. Satisfactory job performance and attendance;
3. Satisfactory training progression;
4. Lift Certification by the end of Year Two.

Year Three

MAINTENANCE MECHANIC

Experienced Mechanic capable of performing a full range of maintenance mechanic assignments. Uses independent judgment to make decisions requiring the application of procedures and practices to specific work situations.

Salary: \$23,000.00

Pay Raise: \$25,000.00 upon completion

Requirements:

1. Maintain current Driver's License;
2. Graduation/Certification;
3. Permanent Assignment to Shop.