

COLLECTIVE BARGAINING AGREEMENT

Between

THE BOARD OF TRUSTEES UNIVERSITY OF FLORIDA

&

FLORIDA PUBLIC EMPLOYEES COUNCIL 79

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES,
AFL-CIO**

Contract period: July 1, 2020 – June 30, 2023

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PREAMBLE

This Agreement is between the Board of Trustees, University of Florida, hereinafter called the Board or the University, and the Florida Public Employees Council 79, affiliate of the American Federation of State, County, and Municipal Employees. AFL-CIO, hereinafter called AFSCME; and

WHEREAS, it is recognized by the Board and AFSCME that the public policy of the State and the purpose of Part 11, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between public employers and their employees, both collectively and individually, and to protect the public by assuring, at all times the orderly and uninterrupted operations and functions of government, including the University; and

WHEREAS, it is recognized by the Board and AFSCME that terms and conditions of employment of employees are contained in this Agreement and in the UF Regulations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedures as outlined in Article 5;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Board and AFSCME do agree as follows:

ARTICLE 1 – RECOGNITION

1.1 Inclusions.

- A. The University hereby recognizes AFSCME as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the bargaining unit defined in Certification No.1484 (Operational/Human Services), issued on June 4, 2004, Certification No. 1585 (Professional), issued on May 3, 2006, and Certification No. 1586 (Administrative and Clerical), issued on May 5, 2006, by the Florida Public Employees Relations Commission.
- B. This Agreement includes all full-time and part-time employees in the classifications and positions listed in Appendix A of this Agreement, except for those individuals filling full-time and part-time positions excluded pursuant to Section 1.2.

1.2 Exclusions. This Agreement specifically excludes persons in positions designated with supervisory, managerial, confidential, temporary, TEAMS or emergency status, all casual and irregularly employed individuals, all certified law enforcement personnel, all faculty members, and all persons paid from Other Personal Services (OPS) funds.

1.3 Positions or Classes – Unit Designation.

- A. When the University determines that a position should be excluded from the unit due to its managerial or confidential status, the University shall notify AFSCME of such determination. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the position, it may request that the Florida Public Employees Relations Commission resolve the dispute of unit placement
- B. When the University establishes a new USPS classification or revises an existing classification so that its bargaining unit designation is changed, the University shall notify AFSCME regarding the bargaining unit status of the class. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the class, it may request that the Florida Public Employees Relations Commission resolve the dispute through unit clarification proceedings.

ARTICLE 2 – DEFINITIONS

The terms used in this Agreement are defined as follows:

- 2.1 "AFSCME Staff Representative" means an individual employed by AFSCME to represent employees pursuant to this Agreement.
- 2.2 "Days" means calendar days.
- 2.3 "Employee" means a member of a bargaining unit described in Article I (Recognition).
- 2.4 "Position" means a position in a classification included in the bargaining unit described in Article 1 (Recognition).
- 2.5 "President" means the President of the University or his/her designee.
- 2.6 "President of Council 79" includes his/her representatives.
- 2.7 "Steward/AFSCME Employee Representative" means an employee who has been designated by AFSCME to represent employees pursuant to this Agreement.
- 2.8 "USPS" means the University Support Personnel System.

ARTICLE 3 – NONDISCRIMINATION

- 3.1 Neither the Board nor AFSCME shall discriminate against any employee based upon race, color, sex, religion, national origin, age, veteran status, disability, marital status, sexual orientation, or any other protected status, nor shall the Board or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447. Florida Statutes.

- 3.2 The University and AFSCME acknowledge that the University has policies that prohibit unlawful discrimination, including sexual harassment, and that employees who believe they have been subjected to conduct that violates this Article have access to remedies and procedures to provide them with redress. Similarly, the parties acknowledge that there are other statutory employment claims, such as those under the Florida Whistleblower Act, where non-contractual remedies are available. Therefore, violations of this Article and other statutory employment claims shall not be subject to the grievance and arbitration procedure in Article 5.

ARTICLE 4 – AFSCME ACTIVITIES

- 4.1 Policy. The President of Council 79 and designated representatives shall be responsible for all decisions relating to employee representation activities covered by this Agreement.
- 4.2 Designation and Selection of Representatives.
- A. The President of Council 79 shall annually furnish to the Division of Human Resources, no later than July 1, a written list of Stewards/AFSCME Employee Representatives, the Local AFSCME President, and AFSCME Staff representatives. This list shall include the UF ID number, and class title of each Steward/AFSCME Employee Representative and the Local AFSCME President and the address and phone number of the AFSCME Staff Representatives. AFSCME shall notify the Board, in writing, of any changes to the Steward/AFSCME Employee Representative, Local AFSCME President, and AFSCME Staff Representatives list within fourteen (14) days of implementation of such changes. 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 six (6) employees to serve as Stewards/ AFSCME Employee Representatives.
- 4.3 Services to the Union and 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, Local AFSCME President, and AFSCME Staff Representatives may request of the Vice President of Human Resources or designee in writing 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's email shall not be used for AFSCME organizational purposes.
- E. The University will provide to AFSCME, on a quarterly basis, a list of all employees in the bargaining units for which AFSCME holds certifications 1488

and 1586. The list so provided will include the individual names, classifications, work location, last known home address, and home telephone number of each such person. The list will be provided in an Excel format.

4.4 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, University shall make a reasonable effort to make such space available and accessible to employees. The parties agree to consult on issues related to the use of bulletin boards, including, but not limited to, the location of current AFSCME-utilized bulletin boards; potential locations of additional boards, if needed; security; and other similar issues.
- 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.

4.5 Regulations

- A. Regulations enacted by the University will be maintained on the University's web site.
- B. AFSCME will be informed of any proposed change in the rules, and policies of the University at least 21 days in advance of the formal adoption of such rules. At the time the University advises AFSCME of the proposed change the University will identify the reason and/or need for the proposed change.

- 4.6 Consultation. Consultation with the Director of Employee Relations, Human Resources. The Director of Employee Relations, Human Resources shall meet with local AFSCME representatives to discuss matters pertinent to the implementation or administration of this Agreement, or any other mutually agreeable matters. Any such 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 Employee Relations, Human Resources of the proposed consultation. Neither party shall be obligated to meet under this article more than four (4) times per calendar year unless otherwise mutually agreed

upon.

4.7 Leave for Negotiations and Grievance Procedure.

Effective July 1, 2008, and for each fiscal year thereafter, the University shall provide a bank of three hundred (300) hours to be used by the AFSCME Union President, Steward/AFSCME Employee Representatives for negotiations and consultations under this Article and grievance representation under Article 5. Up to one hundred (100) hours of unused time may be carried over to subsequent years, but in no event will the total number of hours in the bank exceed four hundred (400). Time off with pay shall be subject to prior approval by the employee's immediate supervisor; however, approval of such time off will not be unreasonably denied.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 General Provisions.

- A. The Board 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 which 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 and subject to the limitations established by Section 447.401, Florida Statutes.
- B. "Grievance" means a dispute filed with the Grievant's Dean, Director or Department Chair ("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 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 which confers rights upon AFSCME at Step 2.
- 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 ten (10) days following the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of the event if that date is later. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.
- F. The University and the Board 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, 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, request for review, and arbitration notice must be submitted in

writing on the appropriate form attached to this Agreement as Appendices C, D, and E, respectively, and with all required attachments as noted on each Appendix. Appendices C and E must be signed by the grievant. One Appendix C, D or E may be filed in a grievance with more than one grievant, provided that the respective Appendix 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.

- I. "Days" means calendar days, excluding any day observed as a University holiday.

5.2 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. Where AFSCME representation is requested by a grievant, the grievance representative shall be selected by AFSCME from the list referenced in Section 4.2A. AFSCME may reach agreement with the Vice President of Human Resources/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, both the grievant and the AFSCME Representative shall be notified of the Step 1 meeting.
- C. If the grievant is not represented by AFSCME, Division of Human Resources 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.

5.3 Procedures.

- A. Step 1. An employee having a grievance may, within ten (10) days following the occurrence of the event giving rise to the grievance, present the written grievance to the Dean, Director or Department Chair setting forth the complete facts on which the grievance is based, the specific provision or provisions allegedly violated, and the relief requested. The Division of Human Resources shall schedule a meeting between the grievant, the grievant's Steward/AFSCME Employee Representative, grievant's supervisor, and any other appropriate individual within ten (10) days following receipt of the grievance if no postponement is requested, or receipt of 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 Dean, Director or Department Chair will proceed with processing the grievance and issuing a written decision, slating the reasons therefor, to grievant's Steward/AFSCME Employee Representative within ten (10) days following the receipt of the grievance or the conclusion of the meeting, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision shall be sent to the grievant and to the Local AFSCME President if grievant elected not to be represented by AFSCME. In the absence of an agreement to extend the period for issuing the Step I decision, the grievant may proceed to Step 2 if the grievant's Steward/AFSCME Employee Representative has not received the written decision by the end of the 10th day following the conclusion of the Step 1 meeting.

B. Step 2.

1. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the Vice President of Human Resources/designee within ten (10) days following receipt of the Step 1 decision by grievant's Steward/AFSCME Employee Representative. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1, above. The Vice President of Human Resources/designee and grievant's AFSCME Staff Representative, shall schedule a meeting for the purpose of reviewing the matter.
2. The Vice President of Human Resources/designee shall issue a written decision, stating the reasons therefor, to grievant's Steward/AFSCME Staff Representative within ten (10) days following the receipt of the grievance or 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 Steward/ AFSCME Staff Representative has not received the written decision by the end of the 10th 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.

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 ten (10) days after receipt of the decision.
2. The University and AFSCME may, by written agreement, submit

related grievances for hearing before the same arbitrator.

3. Selection of Arbitrator. The arbitrator shall be one person from a list of seven (7) qualified neutrals from the Northern Florida Sub-Regional Panel of the Federal Mediation Conciliation Service (FMCS). The party requesting arbitration will be responsible for requesting the list from FMCS. The University and AFSCME shall select arbitrators by alternately striking from the list until one name remains. The party bringing the grievance shall strike first.
4. Arbitration hearings shall be held at times and locations 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, the grievant(s), and the employees. 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 President as otherwise granted by law or the Rules of the Board of Trustees or the Rules of the Board of Governors or the University 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 UF 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 which 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.
 - d. The fees and expenses of the arbitrator shall be split equally by the parties, and 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.

5.4 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, 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 or 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 University holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.
- 5.5 Exceptions. 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 or any employee without his/her consent.

ARTICLE 6 – JUST CAUSE AND DISCIPLINARY ACTIONS

- 6.1 Policy. The Board 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. The University administers discipline as a means to ensure that employees adhere to established standards of conduct and performance. This is done through corrective action, described in this Article as "discipline." In those instances where misconduct in the first instance is not extreme or serious, the University is committed to the use of progressive discipline. Sound progressive discipline is recognized as being appropriate for the offense and instructive as to the consequences of additional or similar future misconduct. Progressive discipline does not mean that all first offenses must be addressed with written counseling, and that all second offenses must be addressed with a reprimand, and so on. It means that all disciplinary tools and penalties are available to address misconduct not punishable by dismissal in the first instance, and the type of discipline will depend on the severity of the offense, the employee's work record and history, and other relevant factors.
- 6.2 Just Cause. Disciplinary actions administered to permanent status employees may be taken only for just cause.
- 6.3 Grievability.
- A. Suspensions, demotions with reduction in pay, and dismissals administered to permanent status employees are subject to Article 5, Grievance Procedure.
 - B. Oral reprimands shall not be grievable under the provisions of this Agreement. Records of oral reprimands shall not be used as the basis for progressive discipline in later disciplinary actions against an employee if the employee has maintained a discipline-free work record for at least one (1) year.
 - C. Written reprimands shall be subject to the grievance procedure in Article 5 but only through Step 2. Written reprimands shall not be used as the basis for progressive discipline in later disciplinary actions against an employee if the employee has maintained a discipline-free work record for at least two (2) consecutive years.
 - D. Notwithstanding the limitations expressed on the use of oral and written reprimands in the progressive disciplinary process, they may be considered as part of the employee's overall work history when severe discipline (i.e., suspension, demotion with reduction in pay, and dismissal) is considered. Further, when the University is considering whether to dismiss an employee for cause, the University shall have the ability to review and consider the individual's entire employment history.
 - E. Neither the University's policies and procedures, nor disciplinary guidelines, are

grievable except to the extent that they are allegedly applied arbitrarily and capriciously.

6.4 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.
- 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 4 and 5.

6.5 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 7 – LAYOFFS, RECALL AND FURLOUGHS

7.1 Layoffs.

- A. Employees shall be laid off and recalled in accordance with the procedure in UF Regulation 1.017, except as follows:
 - 1. The Union shall receive copies of written notice of layoff rights provided to employee(s) at least 45 days in advance of layoff. Whenever possible, the University will provide informal notice to the Union and affected employees in advance of the 45 days.
 - 2. When the Vice President of Human Resources or designee requests, in writing, that an employee remain in their present position when they have secured another position, that position shall be held open for the employee for the period specified in the request.
 - 3. When a USPS employee is laid off and recalled pursuant to UF Regulation 1.017, that employee shall retain USPS status.
- B. Layoffs shall be made with respect to Regulation 1.017 and seniority within affected classifications. Employees shall be recalled by seniority within classifications in the reverse order of their layoff.
 - 1. Seniority is defined as the uninterrupted length of time served with the University since the last date of hire.
 - 2. Seniority shall be broken only by discharge, retirement, resignation, absence without authorized leave, layoff of more than twelve (12) months, or failure to answer recall after five (5) days of a mailed notice from the employer.
 - 3. In the event that two (2) employees have the same seniority hire date, seniority shall be determined by the longest University service in the classification, and the special qualifications and relevant experience of the employees and as determined by the President or Designee.
 - 4. The University shall maintain current seniority lists.
- C. The University shall not post bargaining unit positions which bargaining unit employees on layoff have recall rights to.

7.2 Furloughs. The University strives to maintain stable employment and business continuity, nonetheless, it also recognizes that there are situations that will require necessary actions to mitigate financial and other adverse conditions. Furloughs are designed to be a proportionate response to such conditions and a job preservation

tool, where possible, in lieu of layoffs or other separations from employment. A furlough is a mandatory unpaid partial or full workweek's leave of absence from work. Furloughs shall be administered consistent with the following provisions:

- A. The University shall consider the availability and feasibility of other cost-saving measures before implementing furloughs. If a College or Department within the University determines that it is facing an actual or projected loss of funding or revenue, budget deficit, lack of work, natural disaster or other emergency, disruption to operations or a governmental/third party directive (public health orders, stop-work orders, etc.), a furlough plan may be implemented, and such plan may impact all or a portion of the employees in that area based on specified criteria or justification. A furlough plan may provide for a full furlough with no work hours for a specific period of time or a partial furlough with reduced or intermittent workdays or hours for a specific period of time. Employees will be returned to their positions and assignments upon the end of a furlough, unless conditions necessitate layoffs.
- B. A furlough plan shall define the potential employee group for the purpose of assigning furloughs based on organizational structure, work location, type of work performed, funding source, operational needs, third party obligations, work availability, performance, experience, expertise, skills and competencies, state or federal requirements, ability to perform work remotely or other relevant factors related to the basis for the furlough.
- C. Colleges and Departments within the University will provide a furlough justification plan outlining the reasons for the furlough, employees affected, furlough schedule and pertinent information to the appropriate Vice President(s) for approval. If approved, the appropriate Vice President(s) will forward to Human Resources for review, approval and implementation. The University will provide the union with a copy of each approved plan affecting AFSCME members. The union will notify the University within two (2) workdays if there is an intent or not to submit alternatives. In total the union will have five (5) workdays from the date of the University's notification to submit alternatives for consideration by the University, but the final decision for implementing furloughs will be at the sole discretion of the University.
- D. Prior to assignment of furloughs, the University may seek and accept volunteers for furlough.
- E. The University will provide employees with no less than thirty (30) calendar days' notice regarding the initiation, modification or ending of a furlough assignment. However, the nature of the unforeseen circumstances that can trigger a need for furloughs, or their modification or ending, may not always allow for advance notice. In extraordinary circumstances, the University may provide less than thirty (30) calendar days' notice. The University will provide the impacted employee(s) with a written explanation of the circumstances justifying the shorter

notice. The University will provide the Union with an electronic copy of the same notification given to the affected employees at the same time it provides them to the employees.

- F. A notice initiating a full furlough assignment shall include the anticipated consecutive number of hours of the furlough. A notice initiating a partial furlough shall include the anticipated number of hours of the furlough, the applicable assigned hours and days of work, the assigned duties and a statement that the employee may not work more than the assigned hours and days. Furlough notices shall include information regarding how employees may maintain their benefits during the furlough. The University will provide the Union with an electronic copy of the same notification given to the affected employees at the same time it provides them to the employees.
- G. In consultation with Human Resources, Colleges or Departments within the University have the discretion to temporarily reassign employees to other available job duties. Such reassignments may not be permissible for employees who work in positions funded by contracts or grants.
- H. Determination of furlough assignments shall be made without discrimination on any basis identified in UF Regulation 1.006 or state or federal law. The provisions of this article shall not be used to place an employee on a furlough for any other reason than those listed in 7.2A above. The University shall not exercise its right to furlough in an arbitrary or capricious manner, or for any reason outside the approved plan.
- I. Employees on a full furlough are relieved of work duties and are not authorized to perform work during the period of furlough. Employees on a partial furlough may not work above the effort identified in the furlough assignment. Employees on partial furlough cannot make up the furlough time by working additional hours during the pay period. The University may change furlough conditions, including the time period, the employee's hours and days of work, and the assigned duties, upon written notice as set forth in this article. Employees may not volunteer to continue to work in their UF positions during the assigned furlough period.
- J. If an employee is assigned a partial furlough that involves a specific number of furlough days, the employee may propose a plan for how they would prefer furlough days to occur, identifying specific dates or other preferences for how the days could be spread out over a set period of time. The University may approve such requests; however, the University will not guarantee that such requests will be granted due to the need to maintain minimum operational requirements as determined by the College or Department.
- K. An employee may only be furloughed during those days in which the employee is in pay status.

- L. Employees on leave—including FMLA and other forms of leave—are not exempt from furlough consideration.
- M. Employees serving in On-Call or Call-Back status will not be in furlough status during the same period.
- N. Employees may continue engaging in approved outside activities during a furlough and may seek approval of new outside activities.
- O. While on furlough, furloughed employees will continue to accrue leave at the appropriate prorated amount based on the actual hours worked during the furlough period. Employees may not use accrued paid leave during a furlough.
- P. Employee benefits will continue during a furlough. Consistent with normal practice for an unpaid leave of absence, employees shall pay the employee portion of insurance premiums out of pocket if placed on a full furlough or if a reduced-hours furlough does not generate enough income to pay the employee portion from payroll deduction. Retirement and Social Security contributions by both the employee and the University will be impacted by a furlough, as contributions are based on actual earnings.
- Q. Employees' continuous service, including for retirement purposes, length of service and hire anniversary date will not be impacted by a furlough.
- R. Employees on furlough may continue to utilize the University's Employee Assistance Program.
- S. The University may implement a university-wide furlough plan, in which case bargaining unit employees would be included.
- T. Employees should ordinarily not be furloughed any more than 640 hours during any twelve (12) month time period. If a condition listed Section 7.2.A. persists, the College or Department that initiated the furlough may present justification to the appropriate Vice President(s) and the Vice President for UF Human Resources, who may approve two extensions of up to 160 hours each of furlough assignment for an employee.
- U. The right to grieve a furlough assignment is limited to the process described in this article. A furlough assignment is not stayed during a grievance. Employees may not grieve a university-wide furlough.
- V. The University shall not hire employees into the classifications in departments where employees on furlough are assigned. Employees on furlough may be considered for other positions for which they are qualified, and their furlough status shall not prevent their move to a new position.

ARTICLE 8 – CHANGE IN ASSIGNMENT

8.1 Procedure.

- A. An employee with permanent 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 internal 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 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.

8.2 Notice. An employee shall be given a minimum of seven (7) days' notice prior to the University reassigning the employee, and fourteen (14) days' notice prior to the University transferring the employee. In the case of a transfer, the University will make a good faith effort to give a minimum of twenty-one (21) days' notice. The parties agree, however, that these notice requirements shall not be required during an emergency or in other extraordinary conditions.

ARTICLE 9 – METHOD OF FILLING VACANCIES

9.1 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. USPS applicants shall be given the opportunity of retaining their present USPS status upon being selected to fill a vacancy or promotion.

ARTICLE 10 – CLASSIFICATION

- 10.1 **Classification Changes.** When the Board 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 Board, 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.
- 10.2 **Position Description.** Each employee shall be given an opportunity to review his/her position description, and the employee's signature shall acknowledge that such a review has been made by the incumbent and that the employee has received a copy of the current position description.
- 10.3 **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.
- 10.4 **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. If the review results in a reclassification, any pay adjustment shall be effective on the date of that decision.
- 10.5 **Classification Specifications.** The University agrees to maintain classification specifications for each job title.

ARTICLE 11 – PERSONNEL RECORDS

11.1 Use of Personnel Files.

- A. There shall be only one official personnel file for each employee, which shall be maintained in the central personnel office of the University unless a different location is approved by the President. Duplicate personnel files may be established and maintained within the University. Such duplicate personnel files may contain 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. Employees must be notified of derogatory material placed in their personnel file and shall have the right to request a copy.

11.2 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 related to his/her employment.
- B. Where the President, the courts, an arbitrator, or other statutory authority determines that a document in an employee's personnel file is invalid, such document will be removed and placed in a separate computer file marked "invalid."
- 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 12 – HEALTH AND SAFETY

- 12.1 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.
- 12.2 Safety Committee. The AFSCME local union president will appoint one employee to serve on a university-wide safety committee.
- 12.3 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 the University administrator at the next highest level or the University's safety officer. The University shall investigate the report and 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.

ARTICLE 13 – PERFORMANCE MANAGEMENT

13.1 Procedure.

- A. An employee shall ordinarily be provided official quarterly evaluative performance feedback through UF Engaged by his/her immediate supervisor who shall be held accountable for such performance feedback. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, a person appointed by the chief administrative officer, who is familiar with the responsibilities of the employee of that department. The immediate supervisor is primarily responsible for providing timely, accurate, and meaningful quarterly evaluative performance feedback, also known as the Quarterly Check-in, to the employee. Employees will be reviewed on their efforts quarterly on a schedule that is based on their position entry date.
- B. The employee shall have access to the Quarterly Check-in document.
- C. The Quarterly Check-in shall be discussed with the employee, who shall be given the opportunity to provide their own analysis of their quarterly performance through an optional Self-Assessment and respond in writing and/or orally to the information provided by their supervisor.
- D. The University will offer bargaining unit employees, the Local Union President or designee, and supervisors, training in performance feedback techniques.

13.2 Failure to Meet Performance Standards.

- A. Where an employee who has attained non-probationary status in the class does not meet performance standards, the University shall develop a Special Performance Improvement 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 level of leadership concerns regarding the Special Performance Improvement Plans which states the employee does not meet performance standards.
- C. The employee may be removed from his/her class no sooner than sixty (60) days after receipt of the Special Performance Improvement Plan if adequate improvement in performance is not made.

13.3 Grievability. Special Performance Improvement Plans shall be subject to Article 5, Grievance Procedure, to the extent provided in this Section.

- A. An employee with non-probationary status in the class who receives a Special Performance Improvement Plan that states the employee does not meet performance standards may grieve the Special Performance Improvement Plan but only through Step 2. The review of the grievance shall be solely to determine

whether the determination of not meeting performance standards was done in an arbitrary or capricious manner. Grievance reviewers shall not substitute their judgments regarding an employee's performance for that of the supervisor completing the Special Performance Improvement Plan.

- B. An employee with non-probationary status in the class who is demoted or dismissed for not meeting performance standards may grieve the demotion or dismissal pursuant to the provisions of Section 6.3A.

ARTICLE 14 – HOURS OF WORK

14.1 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.

14.2 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. Non-exempt employees who work beyond a forty (40) hour workweek shall be paid or compensatory time provided at the rate of time and one-half the employee's regular rate of pay.
- 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.

14.3 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.

14.4 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.

14.5 Essential Personnel. Essential employees provide vital support to the University of Florida in the event of an emergency or disaster that results in the official suspension of classes and/or closing of offices. If the University announces that essential employees must report to work during an emergency closure, or if a supervisor directly notifies the employee of such, the employee is required to report to work in accordance with the University's Essential Employee procedure.

ARTICLE 15 – ON-CALL AND CALL-BACK

15.1 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 leave work where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties.
- B. In an emergency or other unforeseen circumstance, 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.

15.2 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 two dollars (\$2.00) 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 State holiday will be compensated by payment of a fee in an amount equal to one-third (1/3) of the UF hourly minimum 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.

15.3 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 16 – LEAVES OF ABSENCE/HOLIDAYS

16.1 Employees may be granted leaves of absence as provided in University of Florida Regulation 1.201.

16.2 Leave to Supplement Workers' Compensation Benefits. An employee is eligible to use paid leave to supplement Workers' Compensation benefits. in accordance with University of Florida Regulation 1.201.

16.3 Additional paid leave benefits are outlined below:

A. Holidays. As outlined in University of Florida Regulation 1.200 (in relevant part), the University of Florida shall observe the following days as official holidays, which will be paid days off, with the exception of individuals receiving workers' compensation salary indemnification benefits. Holidays will be provided to employees in proportion to their FTEs,

- New Year's Day
- Martin Luther King, Jr. Birthday
- Memorial Day
- Independence Day
- Labor Day
- UF Homecoming
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

1. Employees required to perform duties on official holidays may have their schedules adjusted to provide equivalent paid leave time.
2. To receive holiday pay, employees must be in pay status for a reasonable portion of the employee's regularly scheduled shift of the employee's last workday before the holiday.
3. An observed holiday benefit (maximum of eight (8) hours) does not count for purposes of overtime.
4. If any of these holidays fall on a weekend, a day during the workweek will be observed. A holiday may be moved to an alternate date as deemed to be in the best interest of the University (for example, UF Homecoming may move to an alternate date due to unforeseen circumstances).

B. Personal Holiday. As outlined in University of Florida Regulation 1.200 (in relevant part), employees who have completed their probationary period earn one (1) personal holiday in proportion to their FTEs per fiscal year.

1. Such personal holiday shall be credited to eligible employees on the last day of the pay period in which July 1 falls. It must be taken by the employee or be forfeited at the close of business on the last day of the pay period in which the following June 30 falls.
 2. Cash payment is not provided for unused personal holidays.
 3. Personal holidays must be taken in full-day increments (that is, as an 8-hour day for full-time employees, as a 4-hour day for .50 employees).
 4. The University agrees to provide one (1) additional personal holiday, (maximum of eight (8) hours) proportionate to the employee's FTE, upon ratification of the 2020 reopener. The additional personal holiday must be used by June 30, 2021. The agreement to extend an additional personal holiday is a one-time benefit, and no guarantee of an additional personal holiday extends to future bargaining reopeners or collective bargaining agreements between the University and the bargaining unit.
- C. Other Paid Leave. As outlined in University of Florida Regulation 1.201 (in relevant part), additional paid leave may include Administrative Leave, which shall not exceed 40 hours during the workweek and will be prorated based on FTE. Administrative leave is not accrued, but may be used for the following (as well as for other less common purposes outlined in UF Regulation 1.201):
1. Bereavement – up to 16 hours, pro-rated based on FTE, upon death of immediate family member as defined by UF
 2. Jury Duty – not to exceed the number of hours in the employee's normal workday.
 3. Official Emergency Closings of the University facilities
- D. Employees may elect to join the Sick Leave Pool, subject to membership requirements and continuation of the Sick Leave Pool Program by the University. Participation in the Sick Leave Pool is not a guaranteed benefit for any employee, regardless of salary plan or classification, and is not subject to the grievance process.
- E. Employees who work a regularly scheduled four (4) day schedule with 10-hour shifts may use vacation leave or authorized leave without pay to cover the additional two (2) hours not covered by a holiday or personal holiday.

ARTICLE 17 – LEARNING OPPORTUNITIES

- 17.1 Policy. The University and AFSCME recognize the importance of employee career development in order to provide for employee training which will improve productivity.
- 17.2 Tuition Free Course Program. Employees may seek to take courses under the tuition free course program referenced in University of Florida Regulation 6C1-1.012.
- 17.3 GED Programs. Where GED programs exist, the universities shall make reasonable efforts to provide employees with flexible work schedules to accommodate participation in such programs.
- 17.4 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 18 – CONTRACTING OUT

- 18.1 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 Vice President of Human Resources and the appropriate Dean, Director or Department Chair within ten (10) days of receiving the notice.
- 18.2 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 permanent status.
 - 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.
- 18.3 The affected employee(s), 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.
- 18.4 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.

ARTICLE 19 – AFSCME DEDUCTIONS

19.1 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 University, 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 transfers or 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 the AFSCME State Office 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 University in writing of any changes in its dues at least thirty (30) days prior to the effective date or such change.

19.2 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.

19.3 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 University Human Resources/personnel office revoking that employee's prior deduction authorization, (2) the termination of employment, or (3) the transfer, promotion, or demotion of the employee out of the bargaining unit.

19.4 Indemnification. AFSCME shall indemnify, defend, and hold the Board of Governors, 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 or the occurrence.

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

ARTICLE 20 – WAGES

- 20.1 The Parties agree that a wage reopener may be considered for the 2021-2022 fiscal year. Discussions for the wage reopener will commence no later than April 1, 2021, consistent with Article 27.
- 20.2 The Parties agree that merit is an important component of an effective pay plan and that merit-based increases will be considered when and if funds become available.
- 20.3 The Minimum Wage for covered employees will increase to \$15.00 per hour, effective October 1, 2020 for all bargaining unit employees whose hourly rate is less than \$15.00 per hour. This Minimum Wage Adjustment shall not diminish the starting rates for classifications which are currently higher than \$15.00 per hour.

ARTICLE 21 – BENEFITS

21.1 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 universities' 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 6, or as evidence of a performance deficiency within the evaluation process referenced in Article 13, 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.

ARTICLE 22 – NO STRIKE

22.1 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.

22.2 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 this Article, AFSCME may elect to represent the employee in such grievance through the Grievance Procedure.
- B. Nothing contained herein shall preclude the Board from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 23 – PREVAILING RIGHTS

All pay and benefits provisions published in the University of Florida Employment Regulations 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 unless modified pursuant to Chapter 447. Any claim by an employee concerning the application or 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 University of Florida Employment Regulations.

ARTICLE 24 – MANAGEMENT RIGHTS

AFSCME agrees that the Board has and will continue to retain, whether exercised or not, the right to determine unilaterally its purpose, 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 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 Board 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 agree that they shall be obligated to bargain collectively with respect to any subject or matter not covered by 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 in conflict with State or federal laws or regulations by reason of any court action or existing or subsequently enacted legislation, or if the appropriate governmental body, other than the University, having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 447.309(3), Florida Statutes, 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 for the term of this Agreement.
- 26.2 If any provision of this Agreement is found to have the effect of causing the University to be denied funds otherwise available, 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, 2023.
- B. Renegotiations for the 2021-2022 year shall begin no later than April 1, 2021, and shall include the following articles:
 - 1. Wages (Article 20);
 - 2. Benefits (Article 21); and
 - 3. Up to two (2) additional articles chosen by each party.
- C. Renegotiations for the 2022-2023 year shall begin no later than April 1, 2022 and shall include the following articles:
 - 1. Wages (Article 20);
 - 2. Benefits (Article 21); and
 - 3. Up to two (2) additional articles chosen by each party.
- D. Negotiations for a successor Agreement shall begin no later than April 1, 2023 In the event that the Board 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, health pandemic, or similar catastrophes, the provisions of this Agreement may be suspended by the University President during the time of a 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 permanently or temporarily assigned to such areas.

SIGNATURE PAGE

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

Brook Mercier
Chief Negotiator

Date

Jodi Gentry
Vice President, Human Resources

Date

Bargaining Committee:
Rebecca Wright
Noelle Bulley

Approved by the Board of Trustees of the University of Florida on the ____ day of _____, 2020.

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

Torrence Johnson
Field Coordinator, Region 1
AFSCME Florida Council 79, AFL-CIO

Date

Vicki Hall
President, Council 79
AFSCME Florida, AFL-CIO

Date

Bargaining Committee:
Cecil Coplin
Maryann Daniel

APPENDIX A – LIST OF AFSCME REPRESENTED CLASSES

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

Certification No: 1484

2060	Comp Repair Tch	6441	Plumber
7064	Sr. Comp Rp Tch	6444	Electrician
2754	Museum Prep 3	6445	Sr Electrician
723	Aud-Vis Eqp Opr	6447	Mason
3725	Sr Av Eq Opr	6450	Steam fitter
3781	Brd Spc	6451	Refrig Mch
3790	Brd Pro/Pgm Ast	6456	Welder
4287	Teach Lab Spc	6466	Mnt Mch
4600	Brd Eng Tch	6467	Mnt Spc
4605	Engineering Ast	6468	Instrum Mrk-Des
4609	Engineering Tch	6474	Sgn Mrk/Uph
5017	Lab Technician	6483	Bldg Proj Spc
5027	Sr Lab Tch	6484	Bldg Cast Insp
6203	Sup Svc Aide	6486	Fac Constr Spec
6213	Food Svc Wkr	6514	Sci Glassblower
6226	Laundry Svc Spc	6520	Lab Mach Spc
6310	Printing Eq Opr	6526	Cst Worker
6312	Prin Pro Svr	6527	Sr Cst Wkr
6331	Sr Hvac Opt	6540	Auto Eg Mch
6336	Trt Plt Opr	7233	Electronic Tch
6339	Sr Trt Plt Opr	7234	Sr Elect Tch
6366	Motor Veh Opr	7404	Ast Lab An Techn
6367	Sr Mtr Veh Opr	7406	Lab Anm Techn
6368	Heavv Equip Opr	7407	Sr Lah Anm Techn
6369	Sr Hvv Eq Dor	7417	Vet Care Tch
6371	Fire Equip Mch	7425	Farrier
6374	Mnt Sup Wkr	7520	Aerie Ast
6389	Laborer	7521	Sr Agric Ast
6394	Groundskeeper	8200	Security Guard
6395	Sr Groudkpr	8401	Camp Prk Pat
6423	Locksmith	8402	Sr Camp Prk Pat
6426	Painter		
6432	Carpenter	8700	Rad Ctl Tch
6438	Cabinet Maker	8876	Bldg Saf Insp

**APPENDIX B
AFSCME
DUES CHECKOFF AUTHORIZATION**

I authorize UP 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 unit locally (or by the Board for Board office employees), membership dues and assessments and the American Federation of State, County and Municipal Employees 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 and assessments 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 UP Human Resources office, and to AFSCME; (2) my transfer or promotion out of an AFSCME represented bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, P.S.

Dues Deduction Authorization Cards and Forms "Dues, contributions or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service."

By signing this form, I authorize UP to release my Social Security number to AFSCME in reporting dues deductions.

Signature _____ Date _____ Social Security # _____ UP ID _____

Unit/ally Dept _____ Plant or Work Location Job _____ Classification _____

Name Phone _____

Home Address _____ City _____ State _____ Zip _____

Dist Code	County	Class	Local

For Union Use Only

APPENDIX C



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance.

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____



THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.



UNIVERSITY OF FLORIDA

APPENDIX D
REQUEST FOR REVIEW OF STEP 1 DECISION

GRIEVANT
NAME: _____

DEPT/DIV: _____

OFFICE PHONE: _____

AFSCME STAFF
REPRESENTATIVE NAME:

DEPT/ DIV: _____

OFFICE PHONE: _____

OFFICE ADDRESS: _____

All university communications should go to the grievant's AFSCME Staff Representative at the above address.

DATE OF STEP 1 DECISION: _____

DATE STEP 1 DECISION WAS RECEIVED BY GRIEVANT'S STEWARD/AFSCME
EMPLOYEE REPRESENTATIVE: _____

Provisions of Agreement allegedly violated as specified at Step 1:

I hereby request that the University of Florida or representative review the decision made in connection with the attached grievance for the following reason(s):

REMEDY SOUGHT:

APPENDIX D (Continued)

**APPENDIX E
NOTICE OF ARBITRATION**

The American Federation of State, County, and Municipal Employees (AFSCME) hereby gives notice of intent to proceed to arbitration in connection with the decision of the University of Florida dated _____.

NAME: _____

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

Signature of AFSCME Representative or Grievant(s) and Date

Appendix E (Continued)

I hereby authorize AFSCME to proceed to arbitration with my grievance. I also authorize AFSCME and the University of Florida or its representatives to use, during the arbitration proceedings, copies of any materials pertinent to this grievance and to furnish copies of the same to the arbitrator.

Signature of Grievant(s) (if represented by AFSCME) Date

NOTE: A REQUEST OF ARBITRATION WILL NOT BE PROCESSED UNLESS IT IS SIGNED BY THE GRIEVANT.

This notice should be sent to:

**HUMAN RESOURCE SERVICES
903 West University Ave
PO Box 115000
Gainesville, FL 32611**

Signature of Grievant(s) or AFSCME Representative and Date

I am represented in this grievance by (check one - representative should sign on appropriate line):

_____ AFSCME _____

_____ Myself _____

_____ Other _____

This request should be sent to:

HUMAN RESOURCE SERVICES
EMPLOYEE RELATIONS
903 West University Ave
PO Box 115000
Gainesville, FL 32611

The Step 2 decision shall be transmitted to grievant's AFSCME Staff Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Copies of this decision shall be sent to grievant and to the President of Council 79 if grievant elected not to be represented by AFSCME.
