

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 business days, Monday through Friday and excluding holidays and days when the university is administratively closed, unless stated otherwise.

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

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

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

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

2.7 The Chief Human Resources Officer shall be abbreviated as “CHRO.”

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

2.9 “Regular Status” is earned by an employee after successfully completing ~~the~~ specified a 12-month probationary period. Regular status provides the employee with rights to appeal adverse action taken against the employee.

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

2.11 “Discharge” means a termination action in accordance with Article 22 Disciplinary Action.

2.12 The Equal Employment Opportunity Commission shall be abbreviated as “EEOC.”

2.13 The Florida Commission on Human Relations shall be abbreviated as “FCHR.”

2.14 “Grievance” means a dispute concerning the interpretation or application of a specific provision of this Agreement and/or a university policy cited in the Agreement, except as specifically excluded.

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

Article 7

WAGES

7.1 Salary Increases. For Fiscal Year ~~2020-21~~2021-22, the university shall implement ~~an across-the-board salary increase one-time payment of \$1,200~~ for all eligible in-unit employees to be included in paychecks as soon as practicable after ratification by the two parties on January 29, 2021. Eligible employees who have an annual salary of more than \$48,500 will receive a 2.5% salary increase, and those with an annual salary of \$48,500 or less will receive a 3.5% salary increase.

The eligibility criteria are:

1. Employee was hired on or prior to June 30, 2021~~0~~, and has been continuously employed through the date of implementation, ~~which is January 8, 2020.~~
2. Employee has a current performance appraisal of at least “Effective.” If a current performance appraisal is not on file with Human Resources, a performance rating of “Effective” will be assumed. Any employee with a less than “Effective” rating on file who receives an updated rating of “Effective” ~~or higher on or prior to June 30, 18,~~ shall receive the raise as soon as practicable effective the beginning of the first pay period subsequent to receipt in Human Resources.
3. Employee has not received a termination notice or ~~an advanced~~ notice of separation at the time of implementation. Employees on interim or other time-limited appointments are eligible for this salary increase. Employees who have been provided notification of lay off from the university will not be eligible for the ~~\$1,200 one-time payments~~salary increase.

7.2 Other Funds. ~~One-time payments~~Salary increases for eligible contract & grant (C&G), auxiliary, local and COM-FPP employees must be paid from the appropriate contract & grant, auxiliary, local or COM-FPP revenues. No E&G funds are provided in support of these payments.

7.3 Nothing contained herein prevents the university from providing salary increases beyond those increases specified.

Article 13

CHANGE IN ASSIGNMENT

13.1 Procedure.

A. An employee with regular status 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 minimum, different work unit, or different shift at the university according to university recruitment procedures. Prior to filling a vacancy, except by demotion or department promotion, the university shall consider all applicable change in assignment requests. When making a decision regarding the granting of a request for a change in assignment, the university shall consider appropriate factors, including, but not limited to, the applicant's length of continuous university service, performance evaluations, work-related awards and achievements, relevant work experience, and education/training.

B. All employees who are interviewed may obtain notice of the university's decision via the university's online recruitment system.

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

13.2 Notice Upon University Initiated Reassignment. An employee shall normally be given a minimum of ~~fourteen (14)~~twenty-one (21) days' notice prior to the university reassigning the employee. The parties agree, however, that these notice requirements shall not be required during an emergency, when necessary to accommodate modified duty for employees returning from medical leave, or in other extraordinary conditions. Employees who are reassigned by the university's initiative will be paid a lump sum of \$500.00 if the reassignment removes a shift differential and/or moves them to a different campus. UCF campuses are listed as: Main Campus, Lake Nona, Rosen, Downtown, and Cocoa. Open positions will be posted on the UCF website.

13.3 The university retains the right to assign the employee specific duties or tasks, at any time, that are characteristic to the employee's current job classification.

Article 23

GRIEVANCE PROCEDURE

23.1 General Provisions.

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

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

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

D. Failure of Grievant(s) to attend a formal grievance meeting outlined in this article without giving advance notice of postponement or providing authorization for the Union to proceed in his/her absence, shall be deemed a withdrawal of the grievance without resolution. Upon mutual agreement of the two parties, postponements will be allowed upon advance notice of an emergency.

23.2 General Information and Procedures

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

B. Time Limits.

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

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

3. The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. Failure of grievant or representative to proceed to next step within time limits will be deemed to be a withdrawal of the grievance without resolution. The time limits specified in any Step of this procedure may be extended by written agreement of the Grievant/Representative and the university. The university may unilaterally extend any time limit specified in this procedure when the grievance alleges a violation of Article 19 or any university regulation or federal or Florida Statue cited in Article 19, to allow for adequate investigation of grievances alleging unlawful discrimination. The president of AFSCME Local 3345 will be notified of any time extensions.

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

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

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

F. Probationary Employees. An employee who has not attained regular status can file only non-disciplinary grievances under this Agreement, which may be processed only through Step ~~2-1~~ without further appeal.

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

H. Violations considered. Only those acts or omissions identified as violations of specific~~and~~ sections of the Agreement identified at-in the Step 1 filing may be considered at subsequent steps.

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

J. A grievance may be returned for correction and resubmission, in accordance with time limits, if it is not filed or processed in accordance with this Article. The CHRO or

CHRO's designee will have the authority to determine whether a grievance is complete under the parameters of the collective bargaining agreement.

K. Delivery methods. All documents required or permitted to be issued or submitted pursuant to this Article must be transmitted by personal delivery with written documentation of receipt, by certified mail with return receipt requested, or by electronic mail with return receipt acknowledgement required via electronic mail. Submission by facsimile will not be accepted.

23.3 Representation.

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

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

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

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

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

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

23.4 Step 1

A. A grievance is initiated at Step 1 by the Grievant filing a written grievance using the Step 1 Grievance Form, attached as Appendix C. The Grievant must file this form within the time limits set forth above if he/she wishes to initiate a grievance. The form should be filed

with the Office of Human Resources, which will then direct the grievance to the unit head/director ~~or the division/college designee, who shall serve as the~~ for assignment to a Step 1 Reviewer.

B. Step 1 ~~Oral Discussion~~. The Step 1 Reviewer shall meet with Grievant, Grievant's Representative (if any) and Grievant's supervisor to discuss the grievance and possible resolution. This meeting shall be held within eleven (11) days following receipt of the grievance. The Grievant shall have the right to present any evidence in support of the grievance at this meeting.

C. Within seven (7) days following the conclusion of the Step 1 meeting, the Step 1 Reviewer will issue a written review of the grievance to the Grievant/Representative. The Step 1 written review will document the Step 1 ~~oral~~ discussion, describe the conclusion of the discussion, and describe any resolution that may have been achieved at the Step 1 level. A copy of the Step 1 review will be sent to the Office of Human Resources, to the Grievant, and the Grievant's representative. The Step 1 review will be transmitted per section 23.2.K. above.

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

23.5 Step 2 ~~Unit Head/Director~~ UCF Human Resources Review.

A. If the Step 1 meeting does not resolve the grievance to the satisfaction of the Grievant, the Grievant/Representative may proceed to Step 2. To proceed to Step 2, the Grievant/Representative must file a Request for Review of Step 1 using the form attached as Appendix D and describing the Grievant's reasons for not accepting the Step 1 review result. The Request for Review of Step 1 must be submitted to ~~the Office of~~ UCF Human Resources within ~~five (5)~~ ten (10) days following receipt of the Step 1 review form. ~~Human Resources will direct the Request for Review of Step 1 to the Unit Head/Director.~~

B. Step 2 Meeting. Within eleven (11) days following receipt of the Request for Review of Step ~~21~~, ~~the unit head/director or designee~~ UCF Human Resources will schedule a meeting with Grievant/Representative for the purpose of reviewing the matter.

C. ~~The Unit Head/Director or designee~~ UCF Human Resources shall issue a written decision, stating the reasons therefore, to Grievant/Representative within seven (7) days following the conclusion of the Step 2 meeting. In the absence of a written agreement to extend the period for issuing the Step 2 decision, the Grievant/Representative may proceed to Step 3 if the Step 2 decision has not been received by the Grievant/Representative as of the end of the seventh (7th) day following the Step 2 meeting. A copy of the decision shall be sent to ~~the Office of Human Resources, to~~ the Grievant, and the Grievant's Representative. The decision shall be transmitted per section 23.2.K. above.

~~23.6~~ Step 3

~~A. If the grievance is not satisfactorily resolved at Step 2, the Grievant may file a written Request for Review of Step 2, in the form attached hereto as Appendix E. The Request~~

~~for Review of Step 2 must be filed with the CHRO or designee within eleven (11) days following unsuccessful conclusion of the Step 2 meeting (or as otherwise mutually agreed if the parties agreed in writing to extend the period for issuing the Step 2 decision).~~

~~B. Step 3 Meeting. Within eleven (11) days following receipt of the Request for Review of Step 2, the CHRO or designee and Grievant/Representative shall schedule a meeting for the purpose of reviewing the matter.~~

~~C. The CHRO or designee shall issue a written decision, stating the reasons therefore, to Grievant/Representative within fifteen (15) days following the conclusion of the meeting. In the absence of a written agreement to extend the period for issuing the Step 3 decision, Grievant (if not represented by AFSCME) or AFSCME may proceed to Step 4 (Arbitration) if the Grievant (if not represented by AFSCME) or AFSCME has not received the written decision by the end of the fifteenth (15th) day following the conclusion of the Step 3 meeting. A copy of the Step 3 decision shall be sent to the unit head/director, to the Grievant, and to the Grievant's Representative. The decision shall be transmitted per section 23.2.K. above.~~

23.67 Step 4-3 Arbitration.

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

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

C. Selection of Arbitrator.

1. The parties agree to use Federal Mediation and Conciliation Service (FMCS) for purposes of identifying an arbitration panel for the grievance. The parties seeking have five (5) days from submission of the notice of arbitration to make a request to FMCS for selection of an arbitration panel. The other party will be notified in writing of the date on which the request has been made to FMCS.

2. The parties agree that FMCS shall be asked to provide a list of no more than ~~five (5)~~seven (7) eligible arbitrators for the matter. To be eligible to serve as an arbitrator for the matter, the individual must be registered with FMCS and must have or use a Florida address from which to bill for travel and travel expenses. The parties agree that FMCS shall first use a Metropolitan designation for identifying an arbitration panel and, only if that panel is rejected by the parties, FMCS shall second use a Sub-Regional designation for identifying an arbitration panel.

3. As an alternative to requesting a panel or as an alternative to the panel provided by FMCS, the parties may agree independently to the selection of an arbitrator and request a direct appointment of that arbitrator by FMCS.

4. If the parties request a panel from FMCS, the parties shall confer regarding the selection of an arbitrator. Either party may reject the panel; in which case the parties may request a second panel from FMCS. The party rejecting a panel shall be responsible for obtaining/requesting the next panel. The other party may reject the second panel, in which case a third panel may be requested from FMCS. Once there is a panel that is not rejected, then the parties will select an arbitrator from the panel by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a U.S. quarter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. 1. The fees and expenses of the Arbitrator shall be borne equally by both parties. However, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses.

2. AFSCME will not be responsible for costs of an arbitration to which it was not a party. Where a grievant is not represented by AFSCME, such grievant will be responsible for all fees, expenses, and costs associated with the arbitration to the same extent that AFSCME would have been responsible if AFSCME had been a party to the arbitration.

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

23.8 Miscellaneous Provisions

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

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

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

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