

## Article 5

### AFSCME ACTIVITIES

5.1 Policy. The president of Council 79 shall be responsible for all decisions relating to employee representation activities covered by this Agreement and will handle those AFSCME activities which require action by or coordination with the president or his designees. The president or designee will initiate contact with the president of Council 79 concerning matters that require action by, or coordination with, Council 79.

#### 5.2 Designation and Selection of Representatives.

A. The president of Council 79 shall annually furnish to the CHRO or CHRO's designee, no later than August 15, a list of Stewards/AFSCME Employee Representatives, the local AFSCME President, and AFSCME Staff Representatives, including the employee's name, department and phone number. AFSCME shall notify the CHRO or designee, in writing, of any changes to the Steward/AFSCME Employee Representative, local AFSCME President, and AFSCME Staff Representatives. The university will not recognize any person as a Steward/AFSCME Employee Representative, local AFSCME President, or AFSCME Staff Representative whose name does not appear on the list.

B. The president of Council 79 shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with no more than five (5) employees so designated; provided, however, that no more than one steward shall be permitted to handle a particular grievance.

#### 5.3 Representative Access.

A. Representatives of AFSCME shall have access to the premises of the university in accordance with policies regarding public access to State property.

B. Should a Representative of AFSCME desire access to premises not available to the public under university policy for the purpose of investigating a grievance, he/she shall contact the Director who shall have the sole and exclusive discretion to grant (or not grant) such access and (if granted) the conditions of the access (e.g., location, length of time, etc.). Under no circumstances will such access request be granted where the access could impede university operations or interfere with the work of the employees.

C. AFSCME shall have the right to use university facilities for meetings on the same basis as they are available to other non-university related organizations.

D. The university may establish an account into which AFSCME may deposit funds that would be used to reimburse the university for services provided.

#### 5.4 Copies of Agreements.

A. The university will make available on the Office of Human Resources website at <http://www.hr.ucf.edu> a copy of the ratified Agreement. The university will also provide printed copies of the Agreement to the AFSCME Stewards and representatives included on the list referenced in Section 5.2A above, as well as have copies available in the Office of Human Resources and Facilities and Safety Human Resources.

B. The university will arrange to provide a legally translated collective bargaining agreement in Spanish. The university and union will share equally the cost of translation.

#### 5.5 Information Provided to the Union.

The university will provide the president of AFSCME Local 3345 with the following information, upon written request of the union, up to four times per year:

1. Name
2. Home address
3. Department

#### 5.6 Bulletin Boards.

A. The university agrees to provide wall space for AFSCME-purchased bulletin boards at twenty (20) locations mutually agreed upon between the university and AFSCME.

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. Materials to be posted shall simultaneously be provided to the Director. Any posted material not meeting the above standards may be removed by the university.

C. Posting must be dated, approved, and signed by the local AFSCME president.

#### 5.7 Regulations and Agendas.

A. The agendas and minutes of the meetings of the Board of Trustees shall be available to the local AFSCME president via the Board of Trustees website at <http://bot.ucf.edu>.

B. The university shall provide the local AFSCME president a copy of its regulations published online.

C. At least 21 days prior to the adoption or amendment of any university personnel regulation or policy which will change the terms and conditions of employment for employees, the university will provide notice to the AFSCME Local President of its intended action, including a copy of the proposed regulation or policy, and the name of a person at the

university to whom AFSCME may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation.) AFSCME may provide written comments, concerns, or suggested revisions to the university contact person within 10 days of receipt of the notice. The university will consider and respond in writing to the comments, concerns, and suggestions of AFSCME within 10 days of their receipt by the university; such response will include the reasons for rejecting any suggested revisions. AFSCME may also confer with the CHRO concerning the proposed revisions to a university personnel regulation or policy; however, AFSCME must request such consultation within 10 days of receipt of notice of the proposed regulation or policy revision. Nothing in this Section precludes or limits, or is intended to preclude or limit, AFSCME from exercising rights related to regulation proceedings.

#### 5.8 Negotiations.

A. Parties and Location. AFSCME agrees that all collective bargaining is to be conducted with university representatives designated for that purpose by the president or his/her designee. There shall be no negotiations by AFSCME at any other level.

B. AFSCME Committee. AFSCME shall designate in writing not more than six (6) employees to serve as its Negotiation Committee. The Committee shall consist of not more than one (1) employee from each unit represented by this Agreement. In the event that an employee designated as a Committee member is unable to attend AFSCME negotiations, AFSCME may send an alternate Committee member. Three officers of AFSCME Local 3345 shall be paid their regular rate of pay during negotiations, up to a maximum of 15 hours for the duration of a full book contract bargaining and 5 hours for the duration of a reopener.

#### 5.9 Leave for Negotiating and Other AFSCME Activities.

Employees shall have the right to request use of accrued annual leave, in writing, for the purpose of attending AFSCME conventions, AFSCME conferences, Labor-Management Committee meetings, and negotiating sessions. The use of such leave shall be governed by the same rules and regulations as any other annual leave; provided, however, that the use of such leave shall not impede the operations or staffing of the university. When the request for annual leave for the purposes of attending negotiating sessions or Labor-Management Committee meetings is denied, the supervisor shall provide such denial in writing.

## Article 7

### WAGES

#### 7.1 Salary Increases.

A. For Fiscal Year 2017-18, 2.25% across-the-board base salary increases shall be administered to eligible employees effective the first pay period subsequent to ratification by both parties. The eligibility criteria are:

1. Employee was hired on or prior to June 30, 2016 and has been continuously employed through the date of implementation.
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, 2016, shall receive the raise 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.

7.2 Other Funds. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the university shall seek to have the contract or grant modified to permit such increases.

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) 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.