

Collective Bargaining Agreement

between

**University of West Florida
Board of Trustees**

and

**American Federation of State,
County and Municipal Employees
Local 2201
Council 79 Affiliate**



Contract Effective July 1, 2010, until June 30, 2012

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PREAMBLE

This Agreement is between the University of West Florida Board of Trustees, hereinafter called the “Board” or the “University” and the Florida Public Employees Council 79, 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 II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 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 public universities; and

WHEREAS, it is recognized by the Board and AFSCME that terms and conditions of employment of the employees covered by this agreement are contained in this Agreement and in the University of West Florida rules, regulations and policies; and

WHEREAS, the Board retains and reserves to itself the rights, powers, and authority vested in it, including the right to plan, manage, and control the University and in all respects carry out the ordinary and customary functions of management. All such rights, powers, and authority are retained by the Board, subject to those limitations imposed in this Agreement. Only violations of such limitations shall be subject to Article 6, Grievance Procedure.

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedures as outlined in Article 6;

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 Board 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 University West Florida employees included in the University of West Florida Operational Services bargaining unit (Certification No. 730) as defined in the certification issued by the Florida Public Employees Relations Commission (RC-2003-038)

B. This Agreement covers all full-time and part-time employees in the classifications and positions listed in Appendix A of the Agreement, except for those individuals filling full-

time and part-time positions excluded pursuant to Section 1.2. All in-unit employees shall be members of the University of West Florida University Work Force and are covered by the broadbanding classification system.

1.2 Exclusions. This Agreement specifically excludes persons in positions designated with managerial, confidential, temporary or emergency status, and all persons paid from Other Personal Services (OPS) funds.

1.3 Positions of Classes – Unit Designation.

A. When a position is included in a bargaining unit, and the University determines that the position should be excluded from the unit due to its managerial or confidential status, the University shall notify the local AFSCME president 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 Relation Commission resolve the dispute of unit placement.

B. When the Board establishes a new Operational Services position class or revises an existing classification so that its bargaining unit designation is changed, the Board shall notify AFSCME regarding the bargaining unit status of the class. AFSCME shall notify the Board, 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 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 and designated by AFSCME to represent employees pursuant to this Agreement.

2.2 “Board of Trustees” or “Board” means the Board of Trustees of the University of West Florida or the University of West Florida, acting directly or through its Chief Executive Officer, or through its other employees.

2.3 “Chief Executive Officer” means the President of the University of West Florida or designee.

2.4 “Days” mean calendar days, excluding any day observed as a University holiday. In the event that any action falls due on a Saturday, Sunday, or State or University holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

- 2.5 “Employee” means a member of a bargaining unit described in Article 1.
- 2.6 “Grievance” means a dispute filed with Human Resources (“Step 1”), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement.
- 2.7 “Grievant” means an employee or group of employees who has/have filed a grievance over a provision of this Agreement which confers rights upon the employee. AFSCME may file a grievance over a provision of this Agreement which confers rights upon AFSCME.
- 2.8 “Management Representative” means an individual designated to hear grievances on behalf of the University.
- 2.9 “Position” means a position in a class included in the bargaining unit described in Article 1.
- 2.10 “Position Orientation Year” is the first year of employment of an individual at the University of West Florida. Individuals in their Position Orientation Year in any position class may be terminated from employment at any time, for any reason. Employees terminated during the position orientation year shall not receive notice and may not appeal the termination. Employees who have completed the position orientation year will not be required to serve an additional position orientation year if they change positions. Guidelines regarding the Position Orientation Year are provided in the UWF Employment Regulations and policies.
- For the purposes of Articles 7 and 14 of this Agreement, “initial probationary period” covers only employees who are serving an initial 6 month probation period on the date this agreement becomes effective. Such employees shall not be subject to the Position Orientation Year requirement. Employees serving a subsequent, not initial, 6-month probation period on the date this Agreement becomes effective shall be deemed to have completed the subsequent probation period requirement on the effective date of this Agreement.
- 2.11 “President of Council 79” includes his/her representatives.
- 2.12 “Steward/AFSCME Employee Representative” means an employee who has been designated by AFSCME to investigate grievances and to represent grievants in grievances which have been properly filed under Article 6 of this Agreement, when AFSCME has been selected as the employee’s representative.
- 2.13 “University” means the University of West Florida or the Board of Trustees of the University of West Florida.
- 2.14 “Work Unit” for purposes of the negotiation committee means any of the following units: Housing and Residence Life, Facilities Maintenance, Building Services, Utilities, Landscape Services, Vehicle Maintenance, Information Technology, Academic Affairs or the West Florida Historic Preservation, Inc.

**ARTICLE 3
RESERVED**

**ARTICLE 4
NONDISCRIMINATION**

4.1 A. Each employee has the right to a work environment free from unlawful discrimination and harassment. Neither the Board of Trustees nor AFSCME shall discriminate against or harass any employee based upon race, color, gender, sexual orientation, religion, national origin, age, veteran status, disability, or marital status, nor shall the Board or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, Florida Statutes.

B. Neither the University nor employees shall discriminate against or harass any individual based upon the individual's race, color, gender, sexual orientation, religion, national origin, age, veteran status, disability or marital status.

C. Sexual harassment is a prohibited form of gender discrimination. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

D. Employees are required to report immediately unlawful discrimination or harassment to appropriate administrators. Appropriate administrators include, but are not limited to, the employee's immediate supervisor, the next level supervisor, the Human Resources Director, the Equal Opportunity Coordinator, the Police Victim's Advocate and any University Director or Vice President.

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

4.3 AFSCME agrees to support the University's affirmative action efforts. University affirmative action efforts shall not be subject to review under the provisions of Article 6, Grievance Procedure.

4.4 The local AFSCME president shall be provided, upon written request and without cost, a copy of the University's Affirmative Action Plan and any subsequent amendments.

**ARTICLE 5
AFSCME ACTIVITIES**

5.1 Policy. The President of the local AFSCME Chapter 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 UWF Chief Executive Officer. The Chief Executive Officer or designee will initiate contact with the President of the local Chapter concerning matters which require action by, or coordination with the local Chapter.

5.2 Designation and Selection of Representatives.

A. The President of the local Chapter shall annually furnish to the Board, no later than July 1, a list of Stewards/AFSCME Employee Representatives, the Local AFSCME Presidents, and AFSCME Staff representatives. This list shall include the class title, 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, the Local AFSCME President, and AFSCME Staff Representatives list within fourteen (14) days of implementation of such changes. The Board and 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 the local AFSCME Chapter shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with no more than four employees designated.

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

5.3 Representative Access.

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

B. Stewards/AFSCME Employee Representatives, the Local AFSCME President, and AFSCME Staff Representatives may request access to premises not available to the public under University policies. Such requests shall indicate the premises to be visited, the employees with whom the representative wishes to speak, grievance being investigated, and the approximate length of time the representative will require such access. Permission for such access for the purpose of investigating an employee's grievance shall not be unreasonably denied and such access and investigation shall not impede University operations.

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

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

5.4 Printed Agreements. The Board will provide AFSCME one copy for each represented employee at no cost to AFSCME. For any copies in excess of this number, AFSCME shall bear one-half the cost of printing.

5.5 Bulletin Boards.

A. Where University-controlled bulletin boards are available, the University agrees to provide space on such bulletin boards for AFSCME use. The University shall make a reasonable effort to make such space available and accessible to employees.

B. The Materials posted on the boards shall be restricted only to office 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 personal organization or faction thereof, except that election material relating to AFSCME elections may be posted on such boards.

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

5.6 Regulations and Agendas.

A. Upon request, the Board shall provide AFSCME with the website link for University regulations.

B. At least 21 days prior to the adoption or amendment of any University personnel regulation which will change the terms and conditions of employment for employees, the University will provide notice to AFSCME of its intended action, including a copy of proposed regulation, a brief explanation of the purpose and effect of the proposed regulation, and 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 in accordance with written policies AFSCME may use the consultation process described in Section 5.7 to discuss proposed revisions to a University personnel regulation, however AFSCME must request consultation within 10 days of receipt of notice of the proposed regulation revision. Nothing in this section precludes or limits, or is intended to preclude or limit, AFSCME from exercising rights related to regulation proceedings.

5.7 Consultation

A. Consultation with Chief Executive Officer. The Chief Executive Officer shall meet with local AFSCME representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment unique to the University, or any other mutually agreeable matters. The meetings shall be held on a mutually convenient date. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party

shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement, however, such meetings shall not constitute or be used for the purpose of collective bargaining. When AFSCME is the party requesting a consultation, AFSCME shall notify Human Resources of the proposed consultation, who will notify the Chief Executive Officer.

1. If a consultation meeting is held during working hours of an employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked. No employee or alternate shall be credited for more than eight (8) hours for any day of consultation, nor shall the time in attendance be counted as hours worked for the purpose of computing compensatory time or overtime.

5.8 Negotiations.

A. Parties and Location. AFSCME agrees that all collective bargaining is to be conducted with Board Representatives designated for that purpose. There shall be no negotiations by AFSCME at any other level.

B. AFSCME Committee. AFSCME shall designate in writing a negotiation committee consisting of not more than three (3) representatives. In the event that an employee designated as a Committee member is unable to attend AFSCME collective bargaining negotiations, AFSCME may designate an alternate to the negotiation committee.

C. AFSCME agrees that if more than one employee per unit serves as the negotiation committee the members will rotate their service so that no more than one (1) will serve in negotiations. This provision is subject to the following additional limitations:

1. For the purposes of this section, a unit is defined as Housing and Residence Life, Facilities, Information Technology, Academic Affairs and West Florida Historic Preservation Inc. and separate Facilities units including Maintenance, Building Services, Utilities, Landscape Services and Vehicle Maintenance.

D. Administrative Leave for Negotiating Sessions

1. For each round of negotiations, one Negotiation Committee member shall be granted paid administrative leave for the purpose of attending negotiating sessions with the Board.

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

3. The University shall not reimburse the Committee member or alternate for travel, meals, lodging, or any other expense incurred while on paid administrative leave for attending negotiating sessions.

5.9 Leave for Negotiating the Other AFSCME Activities.

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

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

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 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 provision of this Article.

B. "Grievance" means a dispute filed with the University's Management Representative ("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 provision of this Article shall in no way impede or delay the right of the Board or 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.

D. The resolution of a grievance prior to its appeal in writing to Step 3 shall not establish a precedent binding on the University or AFSCME.

E. All grievances must be filed within thirty (30) days following the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have

known of the event if the date is later. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.

F. The University shall not retaliate against any employee who participates in the procedures set forth in the Article.

G. If a Step 1 grievance meeting is held during the working hours of the grievant or any required participant, such person shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

H. Each grievance, 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.

6.2 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 5.2A, provided that the selection of an AFSCME President or Steward/AFSCME Employee Representative must be from the same local chapter as the grievant. AFSCME may reach agreement with the University at any step of the grievance process, and such agreement shall be binding on the grievant.

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

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

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

3. Such time off with pay shall be subject to prior approval by the AFSCME President's or Steward/AFSCME Employee Representative's immediate supervisor; however, approval of such time off will not be withheld unless it impedes the operations of the unit to

which the AFSCME President or Steward/AFSCME Employee Representative is regularly assigned.

C. If the grievant is not represented by AFSCME, The Management Representative shall timely notify AFSCME such that AFSCME is given reasonable opportunity to be present at meetings called for the resolution of the grievance. The processing of the grievance and any resolution will be in accordance with the procedures established in this Agreement.

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

6.3 Procedures.

A. Step 1

1. The filing of a grievance form with Human Resources shall initiate the formal grievance process. The Step 1 Management Representative shall schedule a meeting between the grievant, the grievant's Steward/AFSCME Employee Representative, and any other appropriate individual within fifteen (15) 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 Step 1 Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons therefore, to grievant's Steward/AFSCME Employee Representative within thirty (30) days following 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 and documents referenced in the decision shall be sent to the grievant and to the AFSCME Representative or to the AFSCME President if grievant elected not to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

2. Where practicable, the Step 1 Management Representative shall make available to the grievant or grievant's Steward/AFSCME Employee Representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the Step 1 decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant or the grievant's Steward/AFSCME Employee Representative shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

3. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant or the grievant's Steward/AFSCME Employee Representative has not received the written decision by the end of the 30th 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 Human Resources within thirty (30) days following receipt of the Step 1 decision by the grievant or the grievant's Steward/AFSCME Employee Representative. The Step 2 Management Representative, grievant or the grievant's AFSCME Staff Representative shall schedule a meeting for the purpose of reviewing the matter within fifteen (15) days following receipt of the request for review.

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

C. Step 3 – Arbitration

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

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

3. Selection of Arbitrator.

a) Within sixty days after ratification of the Agreement, the Board and AFSCME shall select an Arbitration Panel. The panel shall have eleven (11) members who are mutually selected by the Board and AFSCME to serve for the term of this Agreement. If agreement is not reached on one or more of the arbitrators, the remaining arbitrators shall be selected by alternately striking from a list until the required number of names remains. The list shall be compiled by each party appointing an equal number of persons. The party to strike first shall be determined by the flip of a coin.

b) Within thirty days after the Board's receipt of a notice of arbitration, the parties shall select an arbitrator to hear the case by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a coin. By mutual agreement, the parties may select an arbitrator who is not a member of the Arbitration Panel.

4. Arbitration hearings shall be held at times and locations agreed to by the Board and AFSCME, taking into consideration the availability of evidence, location of

witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration shall be held in Pensacola.

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 Board, 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 and/or the University under 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 Chief Executive Officer or UWF Board of Trustees as otherwise granted by law or the rules or regulations of the Board of Governors or of 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 University Employment Regulations or policies 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 the date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than thirty (30) days prior to the filing of the grievance.

8. The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator's fee and expense. AFSCME will not be responsible for costs of an arbitration to which it is 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.

6.4 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 of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any Step of this procedure may be extended by written agreement.

E. In the event that any action falls due on a Saturday, Sunday, or University holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

6.5 Exceptions.

A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit AFSCME or an employee to process a grievance (1) in behalf of any employee without his/her consent, or (2) with respect to any matter which is at the same time the subject of an action which has been filed by a grievant in any other forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2000e et seq.

B. An employee who has not completed the orientation period can file only non-disciplinary grievances under this Agreement, which may be processed only at Step 1 without further appeal.

ARTICLE 7 JUST CAUSE AND DISCIPLINARY ACTIONS

7.1 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.

7.2 Just Cause. Disciplinary actions administered to regular status employees or employees who have completed their position orientation year or their initial probationary period may be taken only for just cause. Non-disciplinary separations are covered in Article 8.

7.3 Grievability.

A. Suspensions, demotions, reductions in base pay, and terminations administered to employees who have completed their position orientation year are subject to Article 6, Grievance Procedure.

B. Oral reprimands shall not be grievable under the provisions of this Agreement. Oral reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least one (1) year. Such oral reprimands shall be placed in a sealed envelope and marked "Invalid in accordance with Section 7.3(b)" any time after that one (1) year period upon written request of the employee. However, such reprimands can be used to show that the employee was warned in the past about his or her conduct.

C. Written reprimands shall be subject to the grievance procedure in Article 6, but only through Step 2. Written reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least two (2) consecutive years. Such written reprimands shall be placed in a sealed envelope and marked "Invalid in accordance with Section 7.3(C)" any time after that two (2) year period upon written request of the employee. However, such reprimands can be used to show that the employee was warned in the past about his or her conduct.

D. Neither the University's policies and procedures, nor disciplinary guidelines, are grievable except to the extent that they are allegedly applied arbitrarily and capriciously.

7.4 AFSCME Representation.

A. The employee has the right, upon request, to AFSCME representation during investigatory questioning that may reasonably be expected to result in disciplinary action, and during predetermination conferences.

B. When an AFSCME representative is selected to assist an employee, the representative may be allowed a reasonable amount of time off for this purpose, subject to the limitation provided in Articles 5 and 6.

7.5 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 8 LAYOFF, RECALL AND SEPARATION WITH ADVANCE NOTICE

8.1 Layoff.

A. When an employee is to be laid off, the University shall implement such layoff in accordance with the provisions set forth below. When circumstances permit, the University shall notify the local AFSCME President at least thirty (30) days in advance of a layoff.

B. Employees may be laid off at any time as a result of adverse circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; curtailment or abolishment of one or more programs or functions; shortage of work; or a material change of duties. The University shall notify AFSCME when a layoff is to take place.

C. The layoff unit may be at an organizational level such as a campus, division, college, school, department, area, program, or other level of organization as the Chief Executive Officer deems appropriate. In designating the makeup of the layoff unit, the Chief Executive Officer or designee may consider the special qualifications and relevant experience required for specific positions and exclude such positions from layoff.

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

E. Employees are to be informed of layoff as soon as practical. Where circumstances permit, all employees are to be provided with at least thirty (30) calendar days notice. However, an employee who has completed his/her position orientation year shall be given no less than fourteen (14) calendar days notice of layoff or in lieu of thereof, two weeks pay at the employee's current regular hourly rate, or a combination of notice and pay. A notice

of layoff shall be sent to the employee by certified mail, return receipt requested, or delivered in person to the employee. The notice to the employee of layoff shall include the effective date of layoff, the reason for layoff and any appeal/grievance rights, including applicable filing deadlines.

F. Consistent with the procedures established for the University's Employee Assistance Program, employees participating in an EAP who receive a notice of layoff may continue to participate in that program for a maximum of ninety (90) days following the layoff, or as otherwise agreed to by the employee and the University.

8.2 Retention Points

A. When there are multiple positions in the same class within the layoff unit available, the following procedures for calculating retention points shall be used.

1. Within the layoff unit, employees who have completed the position orientation year shall be ranked on a layoff list based on retention points derived from length of service and evaluations. Employees who work less than full time shall have their retention points determined in proportion to the time worked. Layoff rights extend only to employees who meet the specific qualifications and equivalent FTE of the position regardless of their placement on the layoff list.

a) One point for each month of continuous employment at the University in the Operational Services Unit.

(i) No retention points shall be granted for a month in which the employee was not on the payroll.

(ii) The period of leave for active military service in accordance with Chapter 115, F.S. shall count as continuous employment and shall be considered to be at the same level of performance as last evaluated.

b) Points for performance as follows:

(i) One point for each month of service at the "meets" or "satisfactory" level.

(ii) Two points for each month of service at the "above" level.

(iii) Three points for each month of service at the "exceeds" or "superior" level.

(iv) Any period of service not covered by an evaluation shall be computed as previously evaluated.

B. After totaling the retention points, layoff shall be in order, beginning with the employee with fewest points. Recall, if it occurs, shall be in order, beginning with the employee with the greatest points. When two or more employees have the same total retention points, preference shall follow the order of the longest University service in the class.

8.3 Recall.

A. Employees who have completed the position orientation year have recall rights for one year following layoff.

B. Laid off employees shall be recalled in accordance with the procedures contained in this subsection.

C. When a vacant position exists at the University in the same class within the same unit from which the employee was laid off, the employee who has been laid off and who is not otherwise employed in an equivalent position who has the highest number of retention points and who meets the special qualifications and relevant experience required for the vacant position shall be offered the position.

D. Upon recall, the employee shall not be required to serve another position orientation year and the total retention points computed at the time of the layoff shall be restored to the employee.

E. An employee who refuses an offer of recall shall forfeit further recall rights.

8.4 Separation with Advance Notice (SWAN)

A. An employee, except for those in acting, temporary, visiting, time-limited or emergency appointments may be separated from the University as long as he or she is provided with appropriate advance notice or payment in lieu therefore, where applicable. Separation with Advance Notice is not a disciplinary action and is therefore not grievable, and may be taken without cause in accordance with UWF Employment policies. Decisions to separate employees shall not be based upon constitutionally impermissible grounds. Employees in acting, temporary, visiting, time-limited or emergency appointments may be separated from the University without advance notice.

B. Advance Notice of Separation shall be given in writing as follows:

1. Employees in their first two years of employment with the University shall be given 120 days advance notice of separation.

2. Employees in their third year of employment or beyond with the University shall be given six months advance notice of separation. However, employees who had completed two or more years of continuous service with the University, by January 1, 2000, shall be given 12 months advance notice of separation.

3. Employees hired after July 1, 2004 shall be given advance notice of separation as follows:

a) Employees in their second year of employment receive 60 days notice.

b) Employees in their third year of employment or beyond receive 90 days notice.

C. The Advance Notice of Separation shall include the last date of employment with the University.

1. In the event a break in service for more than one semester in one full year or more than two semesters in two full years, only service following such break shall be counted for purposes of determining length of service. Approved paid or unpaid leaves shall not be considered a break in service.

D. An employee who has received an advance notice of separation may be reassigned to other duties, responsibilities and locations for the duration of the notice period.

E. An employee who has received an advance notice of separation shall not receive any pay increases during the advance notice period.

F. The University may opt to pay an employee an amount equivalent to the salary he or she would have earned during the advance notice period in lieu of providing advance notice of separation.

ARTICLE 9 CHANGE IN ASSIGNMENT

9.1 Procedure.

A. An employee with regular status in the current class who meets all University eligibility requirements may apply for a change in assignment to a different position in the same class or in a different class having the same pay range maximum, different work unit, or different shift at the University according to University procedures. Prior to filling a vacancy, except by demotion or 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's decision.

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

D. Nothing contained in this Agreement shall be construed to prevent a 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.

9.2 Notice. An employee shall be given a minimum of fourteen (14) days notice prior to being reassigned or transferred by the University. In the case of a transfer, the University will make a good faith effort to give a minimum of thirty (30) days notice. The parties agree, however that these notice requirements shall not be required during an emergency or in other extraordinary conditions.

ARTICLE 10 METHOD OF FILLING VACANCIES

10.1 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, which may include, but not is limited to, the applicant's related experience, 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 University and should be based on the relative merit and fitness of the applicants.

C. If an employee applied for the position, but was not selected, that employee may file a grievance under Article 6. The only issue to be addressed by such grievance is whether the University exercised its judgment in an arbitrary and capricious manner.

ARTICLE 11 CLASSIFICATION REVIEW

11.1 Classification Changes. When the University determines that a revision of a class specification for positions covered by this agreement is needed, and such revision affects the collective bargaining unit designation, the University shall notify AFSCME in writing of the proposed change. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the proposed changes, of any comments it has concerning the proposed changes or of its desire to discuss the proposed changes.

11.2 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.

11.3 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.

11.4 Review of Assigned Duties. When an employee alleges that regularly assigned duties constituting a significant portion of the employee's work time are duties not included in the employee's position description or the class specification to which the position is assigned, the employee may request a review by Human Resources. Human Resources will conduct an objective review, and if any pay adjustment is warranted, it will be made when the reclassification is determined.

ARTICLE 12 PERSONNEL RECORDS

12.1 Use of Personnel Files.

A. There shall be only one official personnel file for each employee, which shall be maintained in the Human Resources office. 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, but may not contain any items which are not filed in the official personnel file.

B. An employee has the right to review his/her official personnel file at reasonable times under the supervision of the designated records custodian and may attach a concise statement in response to any items therein.

12.2 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 University employment.

B. Where the Chief Executive Officer, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such documents will be removed from the official personnel file and duplicate personnel files.

C. Records of disciplinary action shall be placed in an employee's personnel file within ninety (90) days or after the action is final, whichever is earlier.

D. University commendations and awards presented to an employee may, upon request, and where practicable, be placed in the employee's personnel file where copies are provided to Human Resources.

ARTICLE 13 HEALTH AND SAFETY

13.1 Policy. The Board shall make every reasonable effort to provide employees a safe and healthy working environment. The Board and AFSCME agree to work cooperatively toward reducing job-related injuries and Workers' compensation costs by encouraging improved safety measures.

13.2 Safety Committee. The AFSCME local union president will appoint one employee to serve on a University-wide safety committee.

13.3 Employee Health and Safety.

A. When a University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

B. Employees shall perform their duties in a safe manner and shall comply with the University's safety guidelines/procedures. Any employee becoming aware of a work-related accident shall immediately notify the supervisor or the supervisor's designee of the area where the incident occurred.

C. When an employee believes an unsafe or unhealthy working condition exists in the work area, the employee shall immediately report the condition to the employee's supervisor. An employee may also report the condition to a University administrator at the next highest level or the University's safety officer. The University shall investigate the report, and will respond to the employee in a timely manner. Where the employee's report was in writing, the response shall be in writing. An employee acting in good faith may refuse to accept an assignment when the employee has reasonable grounds to believe an unsafe or unhealthy working condition exists in the work area which poses an immediate threat to the employee's physical well-being.

D. The University shall make reasonable attempts to notify affected employees of major remodeling or major construction.

ARTICLE 14 PERFORMANCE EVALUATIONS

14.1 Procedure.

A. An employee shall ordinarily be evaluated by his/her immediate supervisor, who shall be held accountable for such evaluation. The evaluation may be reviewed, but shall not be changed by the higher level administrator. The immediate supervisor shall be the person

regularly assigned to direct the work of the employee, or, if unavailable, the next higher level supervisor. The evaluator is primarily responsible for the timely evaluation of the employee.

B. The employee shall be provided with information regarding the basis of the evaluation and shall, upon written request, be provided a copy of any documents which were considered in completing the evaluation.

C. The evaluation shall be discussed with the employee, who shall be given the opportunity to respond.

D. The University will make a good faith effort to provide employees and supervisors with training in performance evaluation techniques.

14.2 Failure to Meet Performance Standards.

A. Where an employee who has completed the position orientation year or initial probationary period, and does not meet performance standards (by receiving a “needs improvement” or “below” rating on an evaluation), the University shall develop a performance plan intended to correct performance deficiencies.

B. Such employee shall be granted, upon written request, an opportunity to discuss with a supervisor at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards.

C. The employee may be removed from his/her position no sooner than sixty (60) days after receipt of the improvement plan if inadequate improvement in performance is not made.

14.3 Grievability. Performance evaluations shall be subject to Article 6, Grievance Procedure, to the extent provided in this Section: An employee who has completed the position orientation year or initial probationary period who receives a performance evaluation of not meeting performance standards may grieve the evaluation, but only through Step 2. The review of the grievance shall be solely to determine whether the performance evaluation was done in an arbitrary or capricious manner. Grievance reviewers shall not substitute their judgments regarding an employee’s performance for that of the evaluator. An employee who has completed the position orientation year or initial probationary period and who is demoted or dismissed for an evaluation of not meeting performance standards may grieve the demotion or dismissal pursuant to the provisions of Section 7.3A.

14.4 Pay for Performance. Subject to available funding, the Board of Trustees provides for a pay for performance plan. The plan defines an amount of additional pay or a bonus based upon employees’ performance evaluations. The parties acknowledge that members of the bargaining unit shall be eligible for this benefit to the same extent and in the same manner as other University Work Force employees.

ARTICLE 15
HOURS OF WORK

15.1 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.

15.2 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. Work beyond the normal workweek shall be recognized in accordance with the provisions of the University of West Florida Employment Regulations and policies and the Fair Labor Standards Act.
- 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.

15.3 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.
- B. 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. However, such exchanges will not be approved where it would cause overtime. 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.
- C. 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.

D. 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.

15.4 Rest Periods.

A. No supervisor shall unreasonably deny an employee a fifteen (15) minute rest period during each four (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a work location assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his/her work location. In those cases, it is recognized that the employee can "rest" while the employee remains at his/her work location.

B. An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival or early departure from work.

ARTICLE 16 ON-CALL AND CALL-BACK

16.1 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 word 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 circumstances, the University may verbally instruct an employee to be on-call for a period of not more than twenty-four (24) consecutive hours. The employee shall not be eligible for on-call payments in excess of the period for which verbal instructions are appropriate.

16.2 On-Call Payment.

A. On-call time is not compensable for purposes of computing overtime; however, travel time to and from work when called back is compensable time.

B. When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar and 50 cents (\$1.50) per hour for each hour such employee is required to be on-call.

C. An employee who is required to be on-call on a Saturday, Sunday, or University holiday will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the

hourly minimum for the employee's class for each hour such employee is required to be available.

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

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

16.3 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 17 LEAVES OF ABSENCE/HOLIDAYS

17.1 Leaves. Employees may be granted leaves of absence as provided in University of West Florida Employment Regulations and policies.

17.2 Leave to Supplement Workers' Compensation Benefits. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with University of West Florida Employment Regulations and policies.

17.3 Holidays. Employees shall be entitled to University holidays as defined by University regulations.

ARTICLE 18 LEARNING OPPORTUNITIES

18.1 Policy. The Board recognizes the importance of employee career development in order to provide for employee training which will improve productivity.

A. The University will make reasonable efforts to continue existing staff training and development programs and to develop new programs where the University considers such programs to be necessary.

B. The University will make good faith efforts to provide newly-hired employees with an orientation session to explain procedures, policies, standards, and performance expectations of the employee, and to provide staff training and development programs for employees. The University will also provide information to increase employee awareness of sexual harassment.

C. Where Supplemental Vocational Training Programs are available through State community colleges, the University shall make a reasonable effort to use this resource to provide training opportunities.

D. In accordance with the University's established policies and procedures, an employee may be allowed administrative leave for the purpose of attending short courses, institutes, and workshops which will improve performance in their current position.

E. The University may assign employees to attend training and development courses.

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

18.2 Tuition Free Course Program. Employees shall be provided with tuition free courses in the same manner and to the same extent as UWF employees.

18.3 Changes in Technology/Equipment. The University will consider the effect on current employees when contemplating changing technology or equipment. The University will make reasonable efforts to provide training to current employees in the use of new technology or equipment when such changes are made. Nothing herein obligates the University to maintain current classifications, positions, or employees.

18.4 GED Programs. Where GED programs exist, the University shall make reasonable efforts to provide employees with flexible work schedules to accommodate participation in such programs.

18.5 Grievability. The University and AFSCME understand that nothing in this Article precludes or in any way limits or restricts the University's right to develop, implement, or otherwise manage training or apprenticeship of its programs. Therefore, any claim by an employee or AFSCME concerning this Article shall not be subject to the Grievance Procedure of this Agreement.

ARTICLE 19 CONTRACTING OUT

19.1 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 Chief Executive Officer or designee within ten (10) days of receiving the notice. The President of the local AFSCME Chapter may also request consultation with the Chief Executive Officer regarding the impact on affected employees of such contracting-out.

19.2 The affected employees, in consultation with the local AFSCME president, may submit a proposal in response to the University's request for proposals. Such proposal shall be submitted in the form and manner as required for all proposers.

19.3 The University shall provide out placement and counseling services to affected employees.

19.4 If an affected employee is laid-off as a result of the University contracting-out his or her work, such employee may file a grievance under Article 6. The only issue to be addressed by such grievance is whether the University complied with the provisions of this Article.

ARTICLE 20 AFSCME DEDUCTIONS

20.1 Deductions and Remittance.

A. During the term of this Agreement, the Universities will deduct AFSCME membership dues in an amount established by AFSCME and certified in writing by the President of Council 79 to the Board for employees who have submitted an AFSCME deduction authorization form, Appendix B. The University will also make other AFSCME related deductions as instructed by employees in writing on the AFSCME deduction authorization form. Employee transfers or promotions within the bargaining unit shall not require the submission of new forms.

B. The dues and other authorized deductions shall be made on the employee's regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues and other authorized deductions shall be remitted by the University to 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 has previously submitted a deductions authorization form.

C. AFSCME shall notify the Board in writing of any changes in its dues at least thirty (30) days prior to the effective date of such change.

20.2 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.

20.3 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 office revoking that employee's prior deduction authorization, (2) the termination of employment, (3) the transfer, promotion, or demotion of the employee out of the bargaining unit.

20.4 Indemnification. AFSCME shall indemnify, defend, and hold the Board, 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 Board, 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 Board has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the University within one hundred and twenty (120) days of the occurrence.

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

**ARTICLE 21
RESERVED**

**ARTICLE 22
RESERVED**

**ARTICLE 23
WAGES**

23.1 General Increases.

A. Eligible employees shall receive any legislatively appropriated increases as provided for by the Florida Legislature.

B. Employees who meet the criteria for increases as set forth by the Florida Legislature and who have a current performance evaluation of “meets” or better, shall be eligible for the legislatively appropriated increases.

23.2 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 are permitted by the terms of the contract or grant and adequate funds are available for this purpose 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 Board or its representatives shall seek to have the contract or grant modified to permit such increases.

**ARTICLE 24
BENEFITS**

24.1 Current Employees.

A. State Employee Health Insurance Program. The Board and AFSCME support legislation to provide adequate and affordable health care insurance to all employees.

B. Employee Assistance Programs. The following guidelines are applicable to the University’s Employee Assistance Programs (EAP).

1. When an employee's EAP participation is designed in conjunction with the employer to improve job performance, then some limited time for participation, as described in University policy, shall be counted as time worked.

2. In requesting and being granted leave to participate in a University EAP, an employee, for the purpose of maintaining confidentiality, need reveal to their supervisor only the fact of such EAP participation.

3. Neither the fact of an employee's participation in an EAP, nor information generated by participation in the program, shall be used as a reason for discipline under Article 7, or as evidence of a performance deficiency within the evaluation process referenced in Article 14, 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.

24.2 Retired Employees.

A. Employees who retire under the Florida Retirement System shall be eligible, upon request, to receive on the same basis as other employees, the following benefits at the University from which they retired, subject to University regulations and policies:

1. Retired employee identification card;
2. Use of the University library (i.e., public rooms, lending and research service); and
3. Placement on designated University mailing lists.

B. In addition, fees may be charged retired employees for the following, and/or access granted to them on a space available basis:

1. Use of University recreational facilities;
2. A University parking decal; and
3. Course enrollment of retired employees sixty (60) years or older who meet Florida residency requirements, without payment of fees, on a space available basis, in accordance with Section 1009.26, Florida Statutes.

ARTICLE 25 NO STRIKE

25.1 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 University 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.

25.2 Remedies.

A. A University may discharge or discipline any employee who violates the provisions of this Article and AFSCME shall not use the Grievance Procedure on such employee's behalf; however, if the issue is whether the employee engaged in activities prohibited by this Article, AFSCME may elect to represent the employee in such grievance through the Grievance Procedure.

B. Nothing contained herein shall preclude the University from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 26 PREVAILING RIGHTS

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

ARTICLE 27 MANAGEMENT RIGHTS

AFSCME agrees that the University has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the University, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is the right of the University to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

ARTICLE 28 TOTALITY OF AGREEMENT

28.1 This collective bargaining agreement, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes the collective bargaining for its term. Memoranda of agreement reached by the parties outside this Collective Bargaining Agreement, which address specific circumstances shall continue to govern their subject matter, until they expire by their own terms, or are renegotiated.

28.2 The parties acknowledge that, during the negotiations which resulted in this collective bargaining agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law for the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

28.3 Obligation to Bargain.

A. The University and the union recognize that changes in federal or state law and judicial decisions may affect this agreement and require modification of the agreement. The parties agree to meet and bargain with regard to any provision of this agreement which has been altered, changed, or nullified by federal or state law or judicial decision.

B. Except as to the above subjects, the University and the union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

28.4 Memorandum of Understanding/Settlements

The Parties recognize that during the term of this Agreement situations may arise which require the terms and conditions not specifically and clearly set forth in the Agreement to be clarified or amended. Under such circumstances, the union is specifically authorized by bargaining unit employees to enter into settlement of grievance disputes or memoranda of understanding, which clarify or amend this Agreement, with no necessity for such action(s) to be ratified by bargaining unit members.

ARTICLE 29 SAVINGS CLAUSE

29.1 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 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.

29.2 If any provision of this Agreement is found to have the effect of causing the University to be denied funds otherwise available through federal funding, such provision shall not be applicable, performed, or enforced.

ARTICLE 30 DURATION

30.1 Term. This Agreement shall be effective on the date of ratification by both parties and shall remain in full force and effect through the thirtieth day of June, 2012.

30.2 Re-Negotiations.

A. Re-negotiations for the 2011-2012 year shall begin no later than May 15, 2010. The parties agree that Article 23, Wages, and Article 24, Benefits, shall be subject to renegotiation for the 2010-2011 fiscal year. Each party may also present two additional Articles for re-negotiation.


B. Renegotiations for the 2011-2012 fiscal year shall begin no later than May 15, 2011. The parties agree that Article 23, Wages, and Article 24, Benefits, shall be subject to renegotiation for the 2011-2012 fiscal year. Each party may also present two additional Articles for re-negotiation.

30.3 Successor Agreement. Negotiations for a successor Agreement shall begin no later than October 1, 2011. In the event that the Board and AFSCME fail to secure a successor Agreement prior to the expiration of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

30.4 Emergencies. If the Governor determines that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the University during the time of the declared emergency, provided that wages and benefits shall not be suspended.

IN WITNESS THEREOF, the parties have set their signatures on the dates indicated below.

FOR THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES:


K. C. Clark
Chairman

5 MARCH 10
Date


Sherell Hendrickson

3/9/10
Date

FOR THE FLORIDA PUBLIC EMPLOYEES COUNCIL 79, AFSCME:


Jeanette D. Wynn
President of AFSCME Council 79

3/31/10
Date


Hat Feather
President of Local 2201

4/1/10
Date


Ted Pye
Chief Negotiator

3/26/10
Date

APPENDIX A

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:

OPERATIONS SERVICES, Certification No. 730 (RC-2003-038 August 18, 2003):

All full time and part-time University Work Force laborers, technicians, mechanics, operators, and services workers whose work involved fabrication, maintenance, and repair activities and/or the provision of personal and domestic services. Work is often performed outdoors and frequently involves heavy physical labor. The basic education and training requirement is graduation from high school, with practical experience in the specific area of work, although some of the skilled workers or technicians may be required to have some type of advanced technical or vocational training.

CLASS CODE	CLASS TITLE
2060	Computer Repair Technician
2064	Senior Computer Repair Technician
4609	Engineering Technician/Designer
6310	Pre-Press Operator
6311	Senior Printing Equipment Operator
6330	HVAC Operator
6331	HVAC Specialist
6339	Water/Wastewater Treatment Plant Operator
6366	Motor Vehicle Operator
6367	Heavy Equipment Vehicle Operator
6374	Maintenance Technician
6389	Laborer
6394	Groundskeeper Technician
6395	Groundskeeper Specialist
6466	Maintenance Specialist
6468	Instrument Maker-Designer
6526	Environmental Services Technician
6527	Environmental Services Specialist
6540	Automotive Equipment Mechanic
7233	Electronic Technician

APPENDIX B (Continued)

I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date of this authorization is received by the University contributions to the AFSCME political action fund (PEOPLE) in the amount of _____, and I direct that the sum so deducted be paid over to AFSCME. Such deductions are voluntary and do not represent Board or University support of the objectives or actions of the fund.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Office of Human Resources, and 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, F.S.

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

Date

Employee's Signature

Employee ID #

Name (printed)

Department

University

This grievance was received and filed with the University by (check one):

Mail (Circle One: certified, registered, restricted delivery, return receipt required); or

Personal Delivery (*Personal delivery requires signature of recipient.*)

Received by: _____ **Date** _____

UWF – AFSCME

**APPENDIX C
GRIEVANCE**

GRIEVANT NAME: _____

UNIVERSITY: _____

DEPT/DIV: _____

OFFICE PHONE: _____

STEWARD/AFSCME EMPLOYEE
REPRESENTATIVE
NAME: _____

UNIVERSITY _____

DEPT/DIV: _____

OFFICE PHONE: _____

OFFICE ADDRESS: _____

All University communications shall go to the Steward/AFSCME Employee Representative at the above address.

This grievance was received and filed with the University by (check one):

Mail (Circle One: certified, registered, restricted delivery, return receipt required); or

Personal Delivery (*Personal delivery requires signature of recipient.*)

Received by: _____ **Date** _____

UWF – AFSCME

APPENDIX D
REQUEST FOR REVIEW OF STEP 1 DECISION

GRIEVANT NAME: _____

UNIVERSITY: _____

DEPT/DIV: _____

OFFICE PHONE: _____

AFSCME STAFF
REPRESENTATIVE
NAME: _____

UNIVERSITY _____

DEPT/DIV: _____

OFFICE PHONE: _____

OFFICE ADDRESS: _____

All University communications shall go to the grievant's AFSCME Staff Representative at the above address.

DATE OF STEP 1 DECISION: _____

APPENDIX D (continued)

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 Step 2 Management Representative review the decision made in connection with the attached grievance for the following reason(s):

REMEDY SOUGHT:

Signature of Grievant(s) or AFSCME Representative Date

I am represented in this grievance by: (check one – representative must sign on appropriate line).

___ AFSCME _____

___ Myself _____

___ Other _____

A copy of the following documents must be attached to the Request at the time of its filing:

1. Appendix C – Original grievance form filed with the Office of Human Resources.
2. Step 1 Decision, if issued by University.
3. All attachments to Step 1 Decision.

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.

This grievance was received and filed with the University by (check one):

Mail (Circle One: certified, registered, restricted delivery, return receipt required); or

Personal Delivery (*Personal delivery requires signature of recipient.*)

Received by: _____ **Date** _____

UWF Board of Trustees – AFSCME

APPENDIX E
NOTICE OF ARBITRATION

The American Federation of State, County, and Municipal Employees (AFSCME) or Grievant (if not represented by AFSCME) hereby gives notice of intent to proceed to arbitration in connection with the decision of the Step 2 Management Representative dated _____ and received by the President of Council 79/Grievant on _____ in this grievance of:

NAME: _____ FILE NO.: _____

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

Signature of AFSCME Representative or Grievant(s)

Date

APPENDIX E (Continued)

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

Signature of AFSCME Representative or Grievant(s)

Date

This notice should be sent to:

Office of Human Resources, Bldg. 20E
University of West Florida
11000 University Parkway
Pensacola, FL 32514