



**Board of Trustees  
Compensation and Labor Committee Teleconference  
January 7, 2016  
8:00 a.m.  
President's Boardroom Millican Hall # 308  
800-442-5794, passcode 463796**

**AGENDA**

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| <b>I. CALL TO ORDER</b>   | Marcos Marchena<br><i>Vice Chairman of the Compensation and Labor Committee</i>  |
| <b>II. ROLL CALL</b>  | Elizabeth Richner<br><i>Coordinator<br/>Human Resources</i>  |
| <b>III. MEETING MINUTES</b> <ul style="list-style-type: none"><li>• <a href="#">Approval of November 19, 2015, meeting minutes</a></li></ul>  | Vice Chairman Marchena   |
| <b>IV. NEW BUSINESS</b> <ul style="list-style-type: none"><li>• Article 7: Wages, Article 8: Hours of Work, Article 19: Non-Discrimination, Article 23: Grievance Procedure, and Article 27: Labor Management Committee of the Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees (<a href="#">CLC-1</a>)</li><li>• Amendment to University Regulation UCF-3.0124 Discipline and Termination for Cause of Non-unit Faculty and A&amp;P Staff Members, University Regulation UCF-3.040 Benefits and Hours of Work, and University Regulation UCF-10.010 Discipline and Termination for Cause of Faculty and A&amp;P Staff Members of the College of Medicine (<a href="#">CLC-2</a>)</li></ul> | Vice Chairman Marchena<br>Shelia Daniels<br><i>Interim Associate Vice President<br/>and Chief Human Resources Officer</i><br><br>Vice Chairman Marchena<br>Scott Cole<br><i>Vice President<br/>and General Counsel</i><br>Youndy Cook<br><i>Deputy General Counsel</i> |
| <b>V. CLOSING COMMENTS</b>  | Vice Chairman Marchena   |



**Board of Trustees  
Compensation and Labor Committee  
Meeting  
November 19, 2015  
NorthView**

**MINUTES**

**CALL TO ORDER**

Chair John Sprouls called the meeting to order at 9:04 a.m. Committee members Marcos Marchena, Clarence Brown, Olga Calvet, and Joseph Conte were present. Committee member John Sprouls attended by teleconference call.

**MEETING MINUTES**

The minutes of the October 28, 2015, meeting were approved as submitted.

**NEW BUSINESS**

The Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the United Faculty of Florida (CLC-1)

A new three-year collective bargaining agreement between the University of Central Florida Board of Trustees and the United Faculty of Florida was presented to the committee. An overview of several key negotiated articles was presented. After discussion, the committee members unanimously recommended the ratification of the new 2015-18 collective bargaining agreement.

**CLOSING COMMENTS**

Chair Sprouls adjourned the meeting at 9:30 a.m.

Respectfully submitted: Shelia Daniels 12/21/15  
Shelia Daniels Date  
Interim Associate Vice President and  
Chief Human Resources Officer

ITEM: CLC-1

**University of Central Florida  
BOARD OF TRUSTEES  
Compensation and Labor Committee**

**SUBJECT:** Article 7: Wages, Article 8: Hours of Work, Article 19: Non-Discrimination, Article 23: Grievance Procedure, and Article 27: Labor Management Committee of the Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees (CLC-1)

**DATE:** January 7, 2016

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**PROPOSED COMMITTEE ACTION**

Recommend ratification of the reopened articles of the Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees.

**BACKGROUND INFORMATION**

Article 7: Wages, Article 8: Hours of Work, Article 19: Non-Discrimination, Article 23: Grievance Procedure, and Article 27: Labor Management Committee of the Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees will be presented to the unit employees for ratification on December 15, 2015. The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends the approval of the revised articles, with the implementation to be contingent on the ratification by the unit employees.

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**Supporting documentation:** Article 7: Wages and Article 8: Hours of Work, Article 19: Non-Discrimination, Article 23: Grievance Procedure, and Article 27: Labor Management Committee

**Prepared by:** Shelia Daniels, Interim Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee

**Article 7**

**WAGES**

7.1 Salary Increases.

A. For Fiscal Year 2015-16, two percent 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, 2015 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.

B. For Fiscal Year 2015-16, a one percent discretionary merit increase will be allocated and 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 before June 30, 2015 and has been continuously employed through the date of implementation.
2. Employee has not received any written reprimand or suspension from January 1, 2015, through November 30, 2015. The employee's 2014 performance evaluation should be considered as an important component of the recommendation process.
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 a merit-based 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 8**

**HOURS OF WORK**

8.1 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.

8.2 Overtime

A. The University is responsible for arranging the work schedule to minimize overtime. The assignment of overtime shall not be made on the basis of favoritism.

B. Hours worked on University recognized holidays will be considered as time worked for purposes of calculation of overtime. In work weeks where a holiday occurs, and an employee specifically works for a UCF football game, holiday paid hours shall count as hours worked for the purposes of calculation of overtime. The parties recognize that holidays are published in University Policy 2-002.1.

C. In work weeks where the University closes during a weekday for the purpose of hosting a UCF football game, and an employee specifically works for the UCF football game, Administrative Leave hours during an employee's regular scheduled shift shall count as hours worked for the purposes of calculation of overtime.

D. All overtime work must be pre-approved by the Dean, Director, Chair or designee.

E. Upon agreement of the employees 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.

1. Every effort will be made to ensure that employees utilize overtime comp time as soon as possible after it is earned (preferably by the end of the next pay period after it is earned.)

2. In all cases, accrued comp time must be used before the use of annual leave.

3. The maximum accrual of Overtime Comp time will be 120 hours and all hours over the 120 accrued will be paid to the employee.

4. Overtime Comp will be paid out upon reassignment or promotion.

8.3 Work Schedules.

A. Where rotations are being made in the employee's regular work schedule, the new shift, workdays, and hours, will be posted no less than ten (10) days in advance, and will reflect at least a two (2) workweek schedule; however, the University will make a good faith effort to reflect a one (1) month schedule. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is not approved. Under no circumstances will such shift exchanges result in additional cost to the University.

B. Where regularly assigned work schedules are rotated, the University will make a good faith effort to equalize scheduled weekend work among employees in the same functional unit whenever this can be accomplished, without interfering with efficient operations. When an employee rotates to a different shift, the employee shall receive a minimum of twelve (12) hours off between the end of the current shift assignment and the beginning of the new shift assignment.

C. When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the employee shall normally 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 twelve (12) hours off between the end of the current shift assignment and the beginning of the new shift assignment. 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.

8.4 Rest Periods.

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

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

**Article 19**

**NON-DISCRIMINATION**

19.1 Each employee has the right to a work environment free from unlawful discrimination and harassment. Neither the University nor AFSCME shall discriminate against or harass any employee based upon any category protected by law or by University Regulation UCF-3.001 ~~race, color, sex, religion, national origin, age, veteran status, disability, sexual orientation, or marital status.~~ N, nor shall the University or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, Florida Statutes.

A. Sexual harassment is a prohibited form of sex discrimination.

B. Employees are required to report immediately unlawful discrimination or harassment to appropriate administrators. Appropriate administrators include, but are not limited to, the employee's immediate supervisor and the next level supervisor, or administrators in the University's ~~e~~Office of Equal Opportunity and Affirmative Action Programs.

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

19.3 AFSCME agrees to support the University's affirmative action efforts. University affirmative action efforts shall not be subject to review under the provisions of Article 23, Grievance Procedures.

19.4 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 23**

**GRIEVANCE PROCEDURE**

23.1 General Provisions.

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

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

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

23.2 Definitions

A. "Grievance" means a dispute concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted in this Agreement.

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

C. "Days" shall mean calendar days, including Saturdays, Sundays and holidays. In the event that any action falls due on a Saturday, Sunday, or holiday designated by the University, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

23.3 General Information and Procedures

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

B. Time Limits.

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

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

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

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

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

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

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

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

H. Violations considered. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.

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

J. A grievance may be refused if it is not filed or processed in accordance with this Article.

K. Delivery methods. All documents required or permitted to be issued or submitted pursuant to this Article must be transmitted by personal delivery with written documentation of receipt, ~~or by certified mail, return receipt requested~~ or electronic mail with return receipt required.

#### 23.4 Representation.

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

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

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

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

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

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

#### 23.5 Step 1

A. A grievance is initiated at Step 1 by the Grievant filing a written grievance using the Step 1 Grievance Form, attached as Appendix C. The Grievant must file this form within the time limits set forth above if he/she wishes to initiate a grievance. The form should be filed with the Office of Human Resources, which will then direct the grievance to the unit head/director for assignment to a Step 1 Reviewer.

B. Step 1 Oral Discussion. The Step 1 Reviewer shall meet with Grievant, Grievant's Representative (if any) and Grievant's supervisor to discuss the grievance and possible resolution. This meeting shall be held within fifteen (15) days following receipt of the grievance. The Grievant shall have the right to present any evidence in support of the grievance at this meeting.

C. Within seven (7) days following the conclusion of the Step 1 meeting, the Step 1 Reviewer will issue a written review of the grievance to the Grievant/Representative. The Step 1 written review will document the Step 1 oral discussion, describe the conclusion of the discussion, and describe any resolution that may have been achieved at the Step 1 level. A copy of the Step 1 review will be sent to the Office of Human Resources, to the Grievant, and the Grievant's representative. The Step 1 review will be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

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

#### 23.6 Step 2 Unit Head/Director Review.

A. If the Step 1 meeting does not resolve the grievance to the satisfaction of the Grievant, the Grievant/Representative may proceed to Step 2. To proceed to Step 2, the Grievant/Representative must file a Request for Review of Step 1 using the form attached as Appendix D and describing the Grievant's reasons for not accepting the Step 1 review result. The Request for Review of Step 1 must be submitted to the Office of Human Resources within seven (7) days following receipt of the Step 1 review form. Human Resources will direct the Request for Review of Step 1 to the unit head/director.

B. Step 2 Meeting. Within fifteen (15) days following receipt of the Request for Review of Step 2, the unit head/director or designee will schedule a meeting with Grievant/Representative for the purpose of reviewing the matter.

C. The Unit Head/Director or designee shall issue a written decision, stating the reasons therefore, to Grievant/Representative within ten (10) days following the conclusion of the Step 2 meeting. In the absence of a written agreement to extend the period for issuing the Step 2 decision, the Grievant/Representative may proceed to Step 3 if the Step 2 decision has not been received by the Grievant/Representative as of the end of the tenth (10<sup>th</sup>) day following the Step 2 meeting. A copy of the decision shall be sent to the Office of Human Resources, to the Grievant, and the Grievant's Representative. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

#### 23.7 Step 3

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

for Review of Step 2 must be filed with the Director of Human Resources or designee within fifteen (15) days following unsuccessful conclusion of the Step 2 meeting (or as otherwise mutually agreed if the parties agreed in writing to extend the period for issuing the Step 2 decision).

B. Step 3 Meeting. Within fifteen (15) days following receipt of the Request for Review of Step 2, the Director of Human Resources or designee and Grievant/Representative shall schedule a meeting for the purpose of reviewing the matter.

C. The Director of Human Resources or designee shall issue a written decision, stating the reasons therefore, to Grievant/Representative within twenty-one (21) days following the conclusion of the meeting. In the absence of a written agreement to extend the period for issuing the Step 3 decision, Grievant (if not represented by AFSCME) or AFSCME may proceed to Step 4 (Arbitration) if the Grievant (if not represented by AFSCME) or AFSCME has not received the written decision by the end of the twenty-first (21<sup>st</sup>) day following the conclusion of the Step 3 meeting. A copy of the Step 3 decision shall be sent to the unit head/director, to the Grievant, and to the Grievant's Representative. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

#### 23.8 Step 4 Arbitration.

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

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

#### C. Selection of Arbitrator.

1. Within sixty (60) days after ratification of this Agreement, the University and AFSCME shall select an Arbitration Panel. The panels shall have nine (9) members who are mutually selected by the University 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.

2. Within thirty (30) days after the University'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.

D. Arbitration hearings shall be held at the Orlando main campus on days and times agreed to by the University and AFSCME, taking into consideration the availability of

evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. By mutual agreement, the arbitration hearing may be held in a different location.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. 1. The fees and expenses of the Arbitrator shall be borne solely by the party that fails to prevail in the arbitration. However, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator's fee and expenses.

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

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

### 23.9 Miscellaneous Provisions

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

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

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

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

## Article 27

### LABOR MANAGEMENT COMMITTEE

27.1 There shall be a Labor Management Committee consisting of the Human Resources Director, or his designee, and four (4) designated Management Representatives and the AFSCME Staff Representative and four (4) designated Union (employee) representatives who are members of the bargaining unit. The Labor Management Committee shall meet to discuss matters of mutual concern.

27.2 At the request of AFSCME or the University, the Committee shall meet once ~~during~~ each quarter ~~semester (and once during the summer)~~ on a date mutually agreed upon by the parties. Upon agreement by AFSCME and the University, additional meetings may be scheduled as necessary. No reasonable request for additional meetings shall be denied. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for collective bargaining.

27.3 Employee representatives attending Committee meetings shall not be compensated for the time spent in such meetings. Such employee representatives, however, may utilize their accrued annual leave (as stated in Article 5.8 above) to attend such meetings. Such leave shall not impede the operations of the University or be unreasonably denied. However, upon approval of the AFSCME designated employee's department head, an employee designated to attend the Labor Management Committee meeting on behalf of AFSCME may be permitted to adjust their work schedules to accommodate committee meeting dates and times in order to retain their full-time work hours for the next pay period without use of personal leave. Under no circumstances will the department head approve schedule adjustments for attendance at meetings where such approval would result in additional costs to the department or the reduction of staff to an unacceptable level.



ITEM: CLC-2

University of Central Florida  
BOARD OF TRUSTEES

**SUBJECT:** Amendment to University Regulation UCF-3.0124 Discipline and Termination for Cause of Non-unit Faculty and A&P Staff Members, University Regulation UCF-3.040 Benefits and Hours of Work, and University Regulation UCF-10.010 Discipline and Termination for Cause of Faculty and A&P Staff Members of the College of Medicine

**DATE:** January 7, 2016

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**PROPOSED COMMITTEE ACTION**

Recommend the approval of amendments to University of Central Florida Regulations UCF-3.0124, UCF-3.040, and approve new Regulation UCF-10.010.

**BACKGROUND INFORMATION**

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate University Regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

Regulation UCF-10.010 is a proposed new regulation to establish a system for disciplinary action specific to College of Medicine Faculty and A&P staff. Regulation UCF-3.0124 is being amended to remove College of Medicine Faculty and A&P staff who will be covered under UCF-10.010. Regulation UCF-3.040 is amended to articulate that the College of Medicine residents and fellows will receive those benefits established by the College of Medicine.

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**Supporting documentation:** Proposed Amended Regulation UCF-3.0124 (redline)  
Proposed Amended Regulation UCF-3.040 (redline)  
Proposed New Regulation UCF-10.010

**Prepared by:** Youndy C. Cook, Deputy General Counsel

**Submitted by:** Scott Cole, Vice President and General Counsel

**UCF-3.0124 Discipline and Termination for Cause of Non-unit Faculty and A&P Staff Members.**

(1) Applicability. This regulation shall apply to faculty members and A&P staff members of the university who are not represented by the collective bargaining unit, provided however, this regulation shall not apply to faculty members and A&P staff members of the University's College of Medicine. Instead, UCF regulation UCF-10.010 shall apply to faculty members and A&P staff members of the University's College of Medicine.

(+2) Just cause shall be defined as:

- (a) Incompetence; or
- (b) Misconduct.

(23) Termination and Suspension.

- (a) The appointment of a non-unit faculty or an A&P staff member may be terminated or suspended during its term for just cause. The employee shall be given a written predetermination notice of a proposed termination or suspension by the President or his designee. The notice shall state the reasons for the proposed termination or suspension. The predetermination notice shall provide the opportunity for a predetermination conference, if requested in writing within five business days of receipt of the predetermination notice. A final notice shall be issued to notify the employee of the University's final decision. Any termination or suspension imposed under this subsection shall take effect as set forth in the final notice issued by the President or designee. An employee who is terminated or suspended under this subsection may grieve such action as set forth in University Regulations UCF-3.036 (non-unit faculty) or UCF-3.037 (A&P).
- (b) The President or designee retains the right to impose disciplinary action other than termination or suspension for just cause. The employee shall be given written notice of any disciplinary action. The notice shall state the reasons for the disciplinary action. Any disciplinary action taken under this section shall be subject to the grievance procedure found in University Regulations UCF-3.036 or UCF-3.037, as applicable. Counseling shall not be considered disciplinary action under this section.

(43) Suspension Pending a Predetermination NoticeHearing. Notwithstanding the provisions of paragraph (2)(a) above, the President or his designee may immediately suspend an employee from the performance of duties when the President or designee has

reason to believe that the employee's presence on the job would adversely affect the functioning of the university or jeopardize the safety or welfare of any employees or colleagues. A suspension may be with or without pay. Within five business days of the effective date of a suspension, the President or President's designee shall serve written notice upon the employee, including a statement of the reasons for any action taken. If the employee has been suspended without pay and ultimately prevails in the predetermination procedure, the employee shall be reinstated with back pay.

*Authority: BOG Regulation 1.001. History—New 4-30-81, Amended 12-27-83, Formerly 6C7-3.124, Amended 3-16-03; Formerly 6C7-3.0124, Amended 6-22-09, 4-20-10, \_\_\_\_\_-16.*

**UCF-3.040 Benefits and Hours of Work.**

(1) Benefits made available to Faculty, A&P, and USPS include, but are not limited to, paid and unpaid leave, holidays, State and University-sponsored insurance programs, and retirement.

(2) Benefits made available to Post Doctoral Associates (PDA) include health insurance, paid annual leave, and paid sick leave. ~~PDA employees may receive 10 days of annual leave and 5 days of sick leave at the beginning of the academic year; this amount~~ should be prorated based on full-time equivalency and date of hire. The leave is tracked by the department.

(3) Benefits made available to residents and fellows in a program of graduate medical education in the College of Medicine are provided as described in College of Medicine Graduate Medical Education policies.

(4) In accordance with the Shared Responsibility for Employers provision of Patient Protection and Affordable Care Act (PPACA) of 2010 (26 U.S. Code § 4980H, et seq.), OPS employees who meet state eligibility criteria may be eligible for State-sponsored health insurance benefits.

~~(35)~~ Under the Family Medical Leave Act (FMLA), OPS employees may be eligible for unpaid leave.

~~(46)~~ Benefits and hours of work requirements shall be administered consistent with the following provisions.

(a) Each employee is expected to work the number of hours in the employee's established workweek unless on approved leave. Benefits shall be provided in proportionate to the established scheduled hours and in compliance with federal and state health reform laws.

(b) The minimum workweek is 40 hours for full-time employees. Pay for designated University holidays (maximum of eight hours) and accrued leave are not considered overtime and are paid at the employee's regular pay rate. Approved leave may be adjusted to ensure an employee's workweek will not exceed 40 hours.

(7) Overtime Compensation for non-exempt USPS employees. Non-exempt employees must be paid overtime at the rate of 1.5 times their regular rate of pay for all hours actually worked beyond 40 in the employer's designated work week (Friday through Thursday).

(a) There are limited exceptions to this rule as authorized by FLSA, including an exception relating to law enforcement personnel.

(b) When leave is used or paid holidays occur, those hours do not count toward the calculation of hours worked unless required by university procedure or collective bargaining agreement.

(c) Overtime compensation shall be paid no later than the end of the following pay period, unless accrued as overtime compensatory leave.

~~(58)~~ Compensatory leave for non-exempt USPS employees.

(a) Overtime compensatory leave is provided in lieu of payment for overtime for nonexempt USPS employees at the rate of one and one half times the total hours worked beyond 40 in the workweek.

~~1. Overtime shall be paid no later than the end of the following pay period, unless accrued as overtime compensatory leave.~~

1. The maximum overtime compensatory leave an employee may accrue is 120 hours. When the employee's overtime compensatory leave balance reaches 120 hours, the employee must not be allowed to earn additional overtime compensatory leave until s/he reduces the balance by using the leave.

2. Employees who have accrued overtime compensatory leave may be required to use such leave before using annual leave.

~~23.~~ If the employee separates from employment or transfers to another department, the employee shall be paid for all unused overtime compensatory leave at the employee's regular rate of pay, by the sending department.

~~(b) The University may transfer or pay for unused regular compensatory leave with the approval of the appropriate Dean or Vice President.~~

~~(e)~~ Special compensatory leave is provided to USPS employees as follows:

1. Special compensatory leave is provided to compensate an employee for a university designated holiday when: the employee observed the holiday and worked 40 hours the week during which the holiday occurred; the holiday falls on the employee's regularly scheduled day off; or the employee is required to work the holiday.
2. Special compensatory leave is provided to compensate an employee for administrative leave for jury duty or court appearance provided in Section (162)(a) and (b) below when the employee worked 40 hours during the workweek in which the jury duty or court appearance occurred.
3. Special compensatory leave is provided to employees required to perform essential duties during an emergency closing for the hours worked during the closing.
4. There is no limit on the amount of Special Compensatory Leave an employee may accrue.
5. Employees who have accrued special compensatory leave will be required to use such leave before using annual leave.
46. The appropriate Vice President or Dean may elect to pay an employee for a part or all accrued special compensatory leave at any time. If the employee separates from employment or transfers to another department, the employee shall be paid for all unused special compensatory leave at the employee's regular rate of pay, by the sending department.

(69) An employee shall be paid in proportionate to their FTE status for all holidays designated for UCF employees, up to eight (8) hours per holiday.

(710) Leave shall be accrued while in pay status and shall be credited on the last day of that pay period or, in the case of separation, on the last day the employee performed services.

(811) During approved unpaid leave for parental, foster care, medical or military reasons, an employee may use accrued leave to continue the contributions to their benefits and other

expenses. Under such circumstances, the employee must use a minimum of ten accrued leave hours per week until such leave is exhausted.

(~~912~~) Unless agreed otherwise, an employee shall be employed in the same or similar status upon completion of the approved leave period. While on paid leave, an employee may not be employed elsewhere unless approved by the University in writing. The outside activity and dual compensation regulations may apply in such circumstances.

(~~4013~~) Compulsory leave provisions shall be consistent with the following.

- (a) Medical certification by an approved health care provider may be required.
- (b) Notice shall be provided to the employee identifying duration of the leave, the conditions for return to the position, and whether such leave shall count toward FMLA entitlements.
- (c) The employee may be allowed to use accrued leave during compulsory leave to continue the contributions to their benefits and other expenses.
- (d) Unless agreed otherwise, an employee shall be employed in the same or similar status upon completion of the approved leave period and upon receipt of medical certification.
- (e) Employees who fail to meet the conditions of the compulsory leave or who fail to obtain medical certification and are unable to perform duties may be offered part-time employment, placed on unpaid leave or have such leave extended, requested to resign, or be dismissed for inability to perform the duties of the position.

(~~4114~~) Employees are provided with 12 workweeks of Family and Medical Leave within a 12-month period in compliance with the Family and Medical Leave Act (FMLA) of 1993 (29 USC s. 2601, et seq.) and implementing regulations (29 CFR Part 825). The 12-month period is defined as the fiscal year (July 1-June 30). All employees are eligible including OPS and Post Doctoral Associate employees who have worked at least 12 months (these need not have been consecutive) and who have worked at least 1250 hours in the 12-months prior to the leave. Faculty, A&P and USPS employees may use accrued leave when taking an FMLA leave.

(~~4215~~) Employees shall be provided with up to six months unpaid parental leave (unless otherwise defined by collective bargaining agreement), during which time the employee

may use accrued leave, when the employee becomes a biological or adoptive parent. Parental leave shall begin two weeks prior to the expected date of the child's arrival unless otherwise approved by the supervising physician or appropriate Dean or Director. Sick leave may only be used when the supervising physician restricts the employee from working.

(1316) Employees are provided paid administrative leave as follows. Paid administrative leave shall not count as hours worked for purposes of calculating overtime. Administrative leave is not accrued.

- (a) Administrative leave for jury duty shall not exceed the number of hours in the employee's normal workday. If jury duty does not require absence for the entire workday, the employee shall return to work immediately upon release from the court. If the jury duty does not coincide with the regular work schedule, the employee shall be granted administrative leave based on the total hours served on jury duty and such leave shall be granted on the next scheduled work shift. Any jury pay shall be retained by the employee.
- (b) Administrative leave shall be provided to an employee summoned as a witness in a matter not involving personal interests. Administrative leave shall not be provided to an employee serving as an expert witness. Witness pay shall be retained by the employee.
- (c) Administrative leave for athletic competition in Olympic events shall be provided in accordance with Section 110.118, F.S.
- (d) Administrative leave up to two days shall be provided to a non-exempt USPS employee upon the death of an immediate family member (grandparents, parents, children, grandchildren and siblings of the employee, employee's spouse ~~or same sex domestic partner.~~)
- (e) Administrative leave shall be provided for official emergency closing of University facilities. Special Compensatory leave shall be provided to non-exempt USPS employees required to perform essential services during the emergency closing. Only employees scheduled to work during the time of the emergency closing shall be provided leave.
- (f) The President or designee may provide administrative leave for Florida



Disaster Volunteers in accordance with Section 110.120, F.S.

- (g) The President or designee may grant up to two days of administrative leave for civil disorder or disaster for an employee who is a member of a volunteer emergency response team.
- (h) The supervisor may provide administrative leave up to two hours for voting in public elections when it is not possible for the employee to vote outside of their normal work schedule. If early voting procedures are in effect, employees are not eligible for this benefit. The employee must request this leave in advance.
- (i) The President or designee may place a faculty member under investigation on leave up to the length of the investigation. For A&P and USPS employees, the Chief Human Resources Officer or designee may place an A&P or USPS employee under investigation on leave up to the length of the investigation.
- ~~1-(j)~~ The President or designee may place an employee on administrative leave between the notice of reduction in pay, suspension, or dismissal and the effective date of such action. For A&P and USPS employees, the Chief Human Resources Officer or designee may place an employee on administrative leave between the notice of reduction in pay, suspension, or dismissal and the effective date of such action.
- ~~2-(k)~~ The President or designee may place an employee on administrative leave when the employee's presence in the workplace may result in damage to property, or injury to the employee or others. For A&P and USPS employees, the Chief Human Resources Officer or designee may place an employee on administrative leave when the employee's presence in the workplace may result in damage to property, or injury to the employee or others.
- (l) The President or designee and/or Chief Human Resources Officer or designee may place an employee on administrative leave if deemed appropriate to unique or specific circumstances and/or in the best interest of the university.

(1417) Military leave and reemployment rights shall be provided to Faculty, A&P (including Executive Service) and USPS employees consistent with Federal and State laws. OPS employees, including Post Doctoral Associates, may request time off for military duty obligations. However OPS employees are not eligible for military pay supplements, ~~employee benefits~~ or extended leaves of absence.

(1518) Workers' Compensation benefits for an injury compensable under the Florida Workers' Compensation Law shall be provided consistent with the following.

- (a) An employee shall remain in full pay status for a period up to a maximum of forty (40) hours without being required to use accrued leave. If, during that period, the employee receives Workers' Compensation benefits, then the employee shall reimburse the University the amount of the benefits. Such reimbursement shall not include payments for expenses related to medical, surgical, hospital, or nursing treatment or payments of disability losses.
- (b) An employee may elect to use accrued leave to supplement Workers' Compensation payments up to the employee's regular salary.
- (c) The period of paid or unpaid job-related disability leave shall be in accordance with Chapter 440, F.S.
- (d) An employee who was injured in the workplace may be returned to alternate duty consistent with established University policies or procedures.
- (e) If at the end of the leave period, an employee is unable to return from leave to work full-time and perform the duties of the position, the Executive Director of Human Resources ~~Director~~ or designee may offer the employee a part-time appointment, place the employee on unpaid leave or extend the leave status, request the employee's resignation, or terminate the employee from employment.

(1619) In accordance with Fla. Stat. §121.35(3)(2011), all Faculty and A&P employees are automatically enrolled in the Optional Retirement Program (ORP) unless such employee elects membership in the Florida Retirement System. Such election shall be made in writing and submitted to UCF Human Resources. Any employee who is eligible to participate in the Optional Retirement Program and who fails to execute a contract with

one of the approved companies and submit a copy of said contract accompanied by a completed ORP-16 SUSORP Retirement Plan Choice Form within 90 days after the date of eligibility shall be deemed to have elected membership in the Florida Retirement System, except as provided in s. 121.051(1)(a), which states that a faculty member in the College of Medicine may not participate in the Florida Retirement System. Faculty members in the College of Medicine shall participate in the Optional Retirement Program.

(1720) Adjunct faculty, ~~and~~ OPS non-student employees, ~~and~~ Post Doctoral Associates (PDA), and Medical Residents are automatically enrolled in the 401(a) FICA Alternative Plan as a mandatory condition of employment. This is a mandatory retirement system and such employees do not contribute to or receive credits in the Social Security system.

*Authority: BOG Regulation 1.001. History—New 5-16-12. Amended \_\_\_\_\_-16.*

**UCF-10.010 Discipline and Termination for Cause of Faculty and A&P Staff Members of the College of Medicine.**

(1) Applicability. This regulation shall apply to faculty members and A&P staff members of the University's College of Medicine.

(2) Just cause for termination, suspension, and/or other disciplinary action imposed on a non-unit faculty or an A&P staff member of the College of Medicine shall be defined as incompetence or misconduct, which shall include, but not be limited to, the following:

- (a) Employee's breach of or failure to perform any material term of their Employment Agreement, if any, provided that employee may be offered a 30-day period in which to correct the breach;
- (b) Employee's professional negligence, incompetence, or misconduct or failure to achieve satisfactory or above on annual performance reviews;
- (c) Any action that may materially harm the reputation of the University of Central Florida;
- (d) Employee's inability to work with and relate to others, including, but not limited to, students, residents, staff, or colleagues, in a respectful, cooperative and professional manner;
- (e) For clinical faculty, the denial, suspension, termination, restriction, non-renewal, or voluntary relinquishment of employee's license to practice medicine in the state of Florida, board certifications, or membership in good standing or clinical privileges on the Medical Staff of any institution at which employee practices as a University of Central Florida employee, including but not limited to the UCF Health Medical Staff and any University of Central Florida College of Medicine facilities;
- (f) For clinical faculty, the failure or inability to render clinical services in a competent, professional, safe and ethical manner, in accordance with prevailing standards of medical care and practice, and all applicable statutes, regulations, rules, orders and directives of applicable governmental and regulatory bodies;
- (g) Employee's conviction of a criminal offense related to the delivery of an item or service under subchapter XVIII of the Social Security Act or under any State

health care program; conviction, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service; conviction for an offense which occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program operated or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct; conviction for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance;

- (h) Employee's death;
- (i) Neglect of duty or responsibilities which impairs teaching, research, or other normal and expected services to the University;
- (j) Willful violation of a rule or regulation of the University;
- (k) Failure to discharge assigned duties;
- (l) Violation of the ethics of the academic or medical profession;
- (m) Failure to return from an approved leave;
- (n) Failure to maintain any professional licensures or clinical privileges necessary to perform assigned duties;
- (o) Threatening or abusive language or conduct;
- (p) Sexual harassment;
- (q) Falsification of records;
- (r) Unauthorized use of state property, equipment or personnel;
- (s) Unlawful possession, sale, or distribution of alcoholic beverages or nonprescribed drugs;
- (t) Possession of unauthorized weapons and/or firearms on university property.

(3) Termination and Suspension.

- (a) The appointment of a non-unit faculty or an A&P staff member may be terminated or suspended for just cause at any time. The employee shall be given a written

predetermination notice of a proposed termination or suspension by the Vice President for Medical Affairs or designee. The notice shall state the reasons for the proposed termination or suspension and the effective date of the proposed termination or suspension. The predetermination notice shall provide the opportunity for a predetermination conference, if requested in writing within five business days of receipt of the predetermination notice, with the vice president for medical affairs or designee regarding the proposed action to present any matter which the employee believes should be brought to the attention of the vice president for medical affairs. Such notice shall be sent to the employee in accordance with the provisions of subsection (7) below. An employee who receives notice of proposed termination or suspension under this subsection may grieve such action as set forth in University Regulations UCF-3.036 (non-unit faculty) or UCF-3.037 (A&P), as applicable.

- (b) A final notice shall be issued to notify the employee of the University's final decision. Any termination or suspension imposed under this subsection shall take effect as set forth in the final notice issued by the president or designee. An employee who is terminated or suspended under this subsection may grieve such action as set forth in University Regulations UCF-3.036 (non-unit faculty) or UCF-3.037 (A&P), as applicable.

(4) Suspension Pending Investigation. Notwithstanding the provisions of paragraph (3)(a) above, the Vice President for Medical Affairs or designee may immediately suspend an employee from the performance of duties when the vice president for medical affairs or designee has reason to believe that the employee's actions or presence on the job would adversely affect the functioning of the university or jeopardize the safety or welfare of any employee, colleague, student or patient. A suspension may be with or without pay. Within five business days of the effective date of a suspension, the vice president for medical affairs or designee shall serve written notice upon the employee, including a statement of the reasons for any action taken. The notice shall be sent in accordance with the provisions of subsection (7) below.

(5) At the close of the investigation, the Vice President for Medical Affairs or designee shall send written notice to the employee of any additional action, such as further

suspension, termination, or other disciplinary action to be taken by the University. The notice shall specify the reasons for the action and shall be sent in accordance with the provisions of subsection (7) below. If the employee has been suspended without pay and ultimately prevails at the close of the investigation, the employee shall be reinstated with back pay.

(6) Other Disciplinary Action. The President or designee retains the right to impose disciplinary action other than termination or suspension for just cause and for other causes as is provided for in the regulations and policies of the University and of the College of Medicine. Disciplinary actions include, but are not limited to, reprimand, demotion, payment of fines, reassignment or required leave. Written notice of such disciplinary action, specifying the reasons therefore, shall be given to the employee by the vice president for medical affairs or designee, in accordance with the provisions of subsection (7) below. The notice shall state the reasons for the disciplinary action. Any disciplinary action taken under this section shall be subject to the grievance procedure found in University Regulations UCF-3.036 or UCF-3.037, as applicable. Counseling shall not be considered disciplinary action under this section.

(7) Notification. Whenever notice is required to be sent under this regulation, the notice shall be hand delivered or delivered to the employee by certified mail with a return receipt requested to the employee's address of record with the university. The deposit of such notice in the U.S. Mail satisfies the requirement of notification and constitutes delivery of such notice.

*Authority: BOG Regulation 1.001. History–New \_\_\_\_\_-16.*