

Compensation and Labor Committee Meeting

Feb 10, 2021 10:00 AM - 10:45 AM EST

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UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees
Compensation and Labor Committee
Virtual Meeting
February 10, 10:00-10:45 a.m.
(Or Upon Adjournment of previous meeting)**

Livestream:

**<https://ucf.webex.com/ucf/onstage/g.php?MTID=e88a262f37316bf78c928f3c0f7e32bcf>,
Conference call number: 1-408-418-9388, Access Code: 132 647 9929#**

AGENDA

- | | |
|---|---|
| 1. Call to order | John Sprouls, <i>Chair, Compensation and Labor Committee</i> |
| 2. Roll Call | Elizabeth Richner, <i>Administrative Project Manager, Human Resources</i> |
| 3. Minutes of the October 14, 2020, meeting | Chair Sprouls |
| 4. Reports | |
| INFO-1 | Mid-Year Annual Plan Assessment
Chair Sprouls |
| 5. New Business | Chair Sprouls |
| CLC-1 | Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees
Chair Sprouls
Maureen Binder, <i>Associate Vice President and Chief Human Resources Officer</i> |
| CLC-2 | Article 23 Salaries for 2020-2021 BOT-UFF Collective Bargaining Agreement
Chair Sprouls
Sherry Andrews, <i>Associate General Counsel, Associate Provost</i> |

CLC-3

Presidential Incentive Plan Model and
Timeline
Chair Sprouls
Maureen Binder

6. Adjournment

Chair Sprouls



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees
Compensation and Labor Committee
October 14, 2020**

MINUTES

CALL TO ORDER

Chair John Sprouls called the meeting to order at 10:01 a.m. The following committee members attended the meeting: Chair John Sprouls, Vice Chair Michael Okaty, Ken Bradley, Joseph Conte, Harold Mills, and board chair Beverly Seay. Trustee David Walsh also attended the meeting.

MEETING MINUTES

The minutes of the August 12, 2020, meeting were unanimously approved as submitted. Trustee Bradley moved to approve and Trustee Conte seconded.

NEW BUSINESS

Article 8: Grievance and Arbitration; Article 13: Work Day, Work Period, and Overtime; and Article 29: Wages of the Collective Bargaining Agreement with the Central Florida Police Benevolent Association (CLC-1). Committee Chair Sprouls introduced Maureen Binder, Associate Vice President and Chief Human Resources Officer, who summarized the tentative agreements to reopened articles. Trustee Conte moved to approve and Trustee Mills seconded. Committee members voted unanimously to move the item to the board for approval.

Presidential Assessment Update (INFO-1). Committee Chair Sprouls again introduced Maureen Binder, who reported on progress toward establishing actionable criteria for the presidential assessment. Binder noted that Segal Consulting had developed a proposal for the initiative which was pending approval. The proposed timeline for the engagement is 8-12 weeks and will yield a proposed measurement tool to be reviewed by the committee in early 2021.

CLOSING COMMENTS

There being no additional new business, Chair Sprouls adjourned the meeting at 10:10 a.m.

Reviewed by:

John Sprouls
Chair
Compensation and Labor Committee

Date

Submitted by:

Janet Owen
Associate Corporate Secretary

Date

UCF BOARD OF TRUSTEES
Agenda Item Summary
 Compensation and Labor Committee
 February 10, 2021

Title: Mid-Year Annual Plan Assessment

Information **Information for upcoming action** **Action**

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

At the beginning of FY21, committee annual plans were developed and shared for trustee input. Currently, at the mid-point in the fiscal year, committee annual plans are being included on all agendas for a brief assessment of the following:

- To acknowledge discussions, informational presentations, or action items that have been moved since the plan was presented in the fall.
- To provide committee members the opportunity to suggest strategic discussion items for the remaining FY21 meetings.

Background Information:

In response to trustee feedback, the Board Office, in coordination with the President's Office and committee staff, has drafted a template for all committees to use in developing plans for strategic discussions, informational presentations, and actionable items that come before the committees on an annual basis. The draft template was presented to all committee chairs for their input and direction on strategic discussions to address in FY21.

Recommended Action:

This item is being presented as information only.

Alternatives to Decision:

N/A

Fiscal Impact and Source of Funding:

N/A

Authority for Board of Trustees Action:

N/A

Contract Reviewed/Approved by General Counsel N/A

Committee Chair or Chair of the Board has approved adding this item to the agenda

Submitted by:

Maureen Binder, Associate Vice President and Chief HR Officer

Supporting Documentation:

Attachment A: FY21 Compensation and Labor Committee Annual Plan

Facilitators/Presenters:

Chair John Sprouls



UNIVERSITY OF CENTRAL FLORIDA

**UCF Board of Trustees
Compensation and Labor Committee Annual Plan**

Fiscal Year 2021 (July 1, 2020 – June 30, 2021)

Last Updated: ~~July 24~~February 10, 2020

Mission Statement:

The University of Central Florida is a public multi-campus, metropolitan research university that stands for opportunity. The university anchors the Central Florida city-state in meeting its economic, cultural, intellectual, environmental and societal needs by providing high-quality, broad based education and experienced-based learning; pioneering scholarship and impactful research; enriched student development and leadership growth; and highly relevant continuing education and public service initiatives that address pressing local, state, national, and international issues in support of the global community.

Charter Summary:

Purpose: The general purpose of the **Compensation and Labor Committee** is to conduct periodic compensation and assessment reviews of the president, as required by Florida Board of Governors regulations and develop recommendations to the board for its consideration; review and approve discretionary compensation plans and deferred compensation plans, if any, for senior executives of the university; and oversee the collective bargaining responsibilities of the board.

Minimum Number of meetings: Charter last amended: ~~September 26~~August 12, 20~~20~~20~~13~~
As needed

Minimum Number of members: 3 Next charter review: August 1~~2~~, 202~~10~~

2020-2021 Committee Priorities:

Align actions with approved goals: Ensure university actions align with the president’s strategic goals approved by the Board of Trustees.

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Types of Agenda Items:

Currently, agenda items fall into three categories: Discussion, Information, and Motion.

Discussion: These items may include a specific theme that carries through several meetings. The chair develops these items with committee staff and presentations are structured to engage the Committee in strategic discussion.

Information: These items are brought before the Committee to educate, but also to engage the committee members in discussion that will set the background for a future action. Except for extenuating circumstances, the Committee should never be asked to act on a decision with significant fiscal or reputational impact without prior discussion as a full body.

Motion (Action): These items require committee approval as required by federal or state laws, external standards, Board of Governors' Regulations, Board policies, and/or university regulations. These items require a motion and a vote, but approval is never assumed. Staff bring recommendations to the Committee, but the approval lies within the Committee's decision-making authority.

Attachment A

Compensation and Labor Committee Annual Plan Detail – FY21

Committee Meeting Date	Item Type	Agenda Item	Lead(s)
August 12, 2020	Information	FY21 Compensation and Labor Committee Annual Plan	Sprouls
	Motion	Compensation and Labor Committee Charter Amendments	Sprouls Binder Cole
	Motion	President's FY21 Goals	Sprouls Cartwright
Committee Meeting Date	Item Type	Agenda Item	Lead(s)
October 14, 2020	Information Motion	Article 23 of the Collective Bargaining Agreement Presidential Assessment Update	Andrews Sprouls Binder
	Motion	Central Florida Police Benevolent Association Collective Bargaining Agreement	Binder
Committee Meeting Date	Item Type	Agenda Item	Lead(s)
November 19, 2020			
Committee Meeting Date	Item Type	Agenda Item	Lead(s)
February 10, 2021	Discussion	Mid-Year Annual Plan Assessment	Sprouls
	Motion	AFCSME Collective Bargaining Agreement	Binder
	Discussion Motion	Incentive Compensation Plan <u>and Timeline</u>	Binder
	Motion	United Faculty of Florida (UFF) Collective Bargaining Agreement	Andrews
Committee Meeting Date	Item Type	Agenda Item	Lead(s)
April 14, 2021	<u>Motion</u>	<u>Presidential Assessment and Incentive Plan</u>	<u>Binder</u>
Committee Meeting Date	Item Type	Agenda Item	Lead(s)
June 16, 2021	Discussion	End-of-Year Annual Plan Assessment	Sprouls
	Motion	President's FY22 Goals	Sprouls Cartwright

UCF BOARD OF TRUSTEES
Agenda Item Summary
Compensation and Labor Committee
February 10, 2021

Title: Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees

Information Information for upcoming action Action

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

The collective bargaining agreement (CBA) between the University of Central Florida Board of Trustees and the American Federation of State, County, and Municipal Employees is presented for approval.

Article 7 Wages includes a \$1,200 one-time payment for 2021; Article 19 Non-Discrimination includes a necessary correction and clarification; and Article 28 Duration indicates the new CBA effective date. In addition, in-unit job titles were updated per the unit clarifications completed the Florid Public Employee Relations Commission (PERC) in 2020. All other articles remain status quo.

The Compensation and Labor Committee is responsible for advising the board and president regarding prospective and current collective bargaining activities and issues and making recommendations to the board regarding board action.

Background Information:

Over 1,100 USPS employees at the University of Central Florida are represented for purposes of collective bargaining by the American Federation of State, County, and Municipal Employees. The collective bargaining agreement includes the Blue Collar Unit, the Administrative and Clerical Unit, and the Other Professional Unit. The parties entered into a three-year collective bargaining agreement that expired on September 30, 2019, and pursuant to that agreement, negotiations for a successor agreement began in August, 2019.

Recommended Action:

The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends ratification of the collective bargaining agreement.

Alternatives to Decision:

Refuse to ratify.

Fiscal Impact and Source of Funding:

The \$1,200 one-time payment included in Article 7 was previously budgeted. There is no additional fiscal impact.

Authority for Board of Trustees Action:

BOG Regulation 1.001(5)(a),(b)

Contract Reviewed/Approved by General Counsel N/A

Committee Chair or Chair of the Board has approved adding this item to the agenda

Submitted by:

Maureen Binder, Associate Vice President and Chief Human Resources Officer

Supporting Documentation:

Attachment A: 2020-2023 UCF-AFSCME Collective Bargaining Agreement

Facilitators/Presenters:

Maureen Binder, Associate Vice President and Chief Human Resources Officer

Attachment A

PREAMBLE

This Agreement is entered into between THE UNIVERSITY OF CENTRAL FLORIDA, BOARD OF TRUSTEES, hereinafter referred to as the “BOARD” or the “UNIVERSITY” and the FLORIDA PUBLIC EMPLOYEES COUNCIL 79, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereafter referred to as “AFSCME.” It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to provide a full agreement between the parties concerning rates of pay, wages, hours of employment, and any other terms or conditions of employment.

Attachment A

Article 1

RECOGNITION

The university recognizes AFSCME as the exclusive bargaining representative for all employees in the job classifications included in Florida Public Employees Relations Commission (PERC) Certification No. 1481, 1588, and 1589 which are listed in Appendix A of this Agreement. All other employees not included in the bargaining unit shall not be covered by the terms of this Agreement.

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Article 2

DEFINITIONS

The terms used in this Agreement are defined as follows:

2.1 “AFSCME Staff Representative” means an individual employed by AFSCME and designated by AFSCME to represent employees pursuant to this Agreement.

2.2 “Days” means business days, Monday through Friday and excluding holidays and days when the university is administratively closed, unless stated otherwise.

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment A

Article 3

MANAGEMENT RIGHTS

3.1 The university reserves and retains all rights, powers, prerogatives, and authority customarily exercised by management (as described in F.S. 447), except as is expressly limited or modified by a specific provision of this Agreement.

3.2 AFSCME and the employees covered under this Agreement recognize and agree that the university has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the university specifically, but not by way of limitation, reserves the sole and exclusive right to exercise complete and unhampered control to manage, direct, and totally supervise all employees of the university; decide the scope of service to be performed and the method of service; take whatever action may be necessary to carry out the mission and responsibility of the university in unusual and/or emergency situations; schedule and assign the work to the employees and determine the size and composition of the workforce; assign overtime work to employees; determine the services to be provided to the public and the students, the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment; hire (including the right to refrain from hiring) and/or otherwise determine the criteria and standards of selection for employment, including minimum qualifications; discharge, demote, suspend, or otherwise discipline in accordance with university and departmental regulations and procedures and the provisions of this Agreement; set procedures and standards to evaluate employees' job performance; maintain the efficiency of the operations of the university's departments; determine job functions; determine the training necessary for all university positions; determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or part, whenever, in the discretion of the university, good business judgment requires such action based on the needs of the university; determine the number, location, and operation of all departments and other operating units; control the use of equipment and property of the university; contract and/or subcontract any existing or future work; and require any bargaining unit employee to submit to an examination by a medical doctor based upon the reasonable belief that the employee is unable to perform his/her assigned job duties.

3.3 The above rights of the university are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in the university in its general capacity as management. Subject to the specific provisions of this Agreement, any of the rights, powers, and authority that the university had prior to entering into this collective bargaining agreement are retained by the university.

3.4 The exercise of the above management rights by the university shall not preclude an employee from raising a grievance where the employee in good faith believes that such exercise violates a specific provision of this Agreement.

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Article 4

NO STRIKE

4.1 No Strike.

A. During the term of this Agreement, neither AFSCME nor its officers or agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, or strike; interfere with the work and statutory functions or obligations of the State; or engage in any other activities which are prohibited in Section 447.203(6), Florida Statutes.

B. AFSCME agrees to notify all of its local offices and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. AFSCME further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

4.2 Remedies.

A. The university may discharge or discipline any employee who violates the provisions of this Article and neither AFSCME nor the employee shall use the Grievance Procedure on such employee's behalf. However, nothing herein shall restrict AFSCME or the employee from filing a charge with the Public Employees Relations Commission; provided that the university shall not be foreclosed from raising its defenses thereto.

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

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Article 5

AFSCME ACTIVITIES

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

5.2 Designation and Selection of Representatives.

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

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

5.3 Representative Access.

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

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

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

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

5.4 Copies of Agreements.

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

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

5.5 Information Provided to the Union.

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

1. Name
2. Home address
3. Department

5.6 Bulletin Boards.

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

B. The materials posted on the boards shall be restricted only to official AFSCME matters. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any person or organization or faction thereof, except that election material relating to AFSCME elections may be posted on such boards. Materials to be posted shall simultaneously be provided to the Director. Any posted material not meeting the above standards may be removed by the university.

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

5.7 Regulations and Agendas.

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

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

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

Attachment A

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

5.8 Negotiations.

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

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

5.9 Leave for Negotiating and Other AFSCME Activities.

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

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Article 6

AFSCME DEDUCTIONS

6.1 Deductions and Remittance.

A. During the term of this Agreement, the university will deduct AFSCME membership dues in an amount established by AFSCME and certified in writing by the president of Council 79 to the CHRO on the deduction authorization form provided by AFSCME included as Appendix B. Employee promotions within these bargaining units shall not require the submission of new forms.

B. The dues and other authorized deductions shall be made on the employee's regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues and other authorized deductions shall be remitted by the university to AFSCME Council 79 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. A copy of such list shall also be sent to the AFSCME local president. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee had previously submitted a deductions authorization form.

C. AFSCME shall notify the CHRO in writing of any changes in its dues at least sixty (60) days prior to the effective date of such change.

6.2 Insufficient Pay for Deduction. In the event an employee's salary earnings within any pay period are not sufficient to cover dues, it will be the responsibility of AFSCME to collect its dues and other authorized deductions for that pay period directly from the employee.

6.3 Termination of Deduction. The university's responsibility for deducting dues shall terminate automatically upon: (1) the first full pay period after receipt of written notice from the employee to the CHRO revoking that employee's prior deduction authorization; (2) the termination of employment; or (3) the promotion or demotion of the employee out of the bargaining unit.

6.4 Indemnification. AFSCME shall indemnify, defend, and hold the university, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the university, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the university any funds received in accordance with this Article which are in excess of the amount of deductions which the university has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the university within one hundred twenty (120) days of the occurrence.

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

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Article 7

WAGES

7.1 Salary Increases.

~~A. For Fiscal Year 202018-2119, the university shall implement a one-time payment of \$1,200 for all eligible in-unit employees to be included in paychecks on January 29, 2021.~~

~~2% 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, 202018, and has been continuously employed through the date of implementation, which is January 8, 2020.~~
- ~~2. Employee has a current performance appraisal of at least “Effective.” If a current performance appraisal is not on file with Human Resources, a performance rating of “Effective” will be assumed. Any employee with a less than “Effective” rating on file who receives an updated rating of “Effective” or higher on or prior to June 30, 18, shall receive the raise effective the beginning of the first pay period subsequent to receipt in Human Resources.~~
- ~~3. Employee has not received a termination notice or an advanced notice of separation at the time of implementation. Employees on interim or other time-limited appointments are eligible for this salary increase. Employees who have been provided notification of lay off from the university will not be eligible for the \$1,200 one-time payment.~~

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

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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.

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

Attachment A

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.

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Article 9

BENEFITS

9.1 Current Employees.

A. State Employee Health Insurance Program. The university and AFSCME support legislation to provide adequate and affordable health 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 22, or as evidence of a performance deficiency within the evaluation process referenced in Article 20, 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.

9.2 Retired Employees. Employees who retire under FRS shall be eligible, upon request, to receive those benefits provided to such retirees under the university's regulations.

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Article 10

LEARNING OPPORTUNITIES

10.1 Policy. The university and AFSCME recognize 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 training and development programs and to develop new programs.

B. The university will make good faith efforts to provide newly-hired employees with an orientation period to explain procedures, policies, standards and performance expectations of the employee, and to provide in-service 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. Department management may permit, at its discretion, an employee to attend, as work time, short courses, institutes, and workshops which will improve job knowledge and 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.

10.2 Tuition Waiver Program. The university shall encourage supervisors to accommodate employees seeking to take courses under the tuition waiver program referenced in the university's regulations and policies, including providing temporary work schedules to accommodate such course enrollment whenever practicable.

10.3 Changes in Technology/Equipment. The university will consider the effect on current employees when contemplating changing technology or equipment. If practical, 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.

10.4 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.

10.5 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 the education, training or apprenticeship of its employees or implement new technology

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or equipment. The provisions of this Article, therefore, shall be subject to the Grievance/Arbitration Procedure, but only through Step 3. The review of the grievance shall be solely to determine whether the specific provision of this Article was applied in an arbitrary and capricious manner.

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Article 11

LEAVES OF ABSENCE/HOLIDAYS

11.1 Leaves. Employees may be granted leaves of absence as provided in the university's regulations and policies.

11.2 Leave to Supplement Workers' Compensation Benefits. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with the university's Regulations and Policies.

11.3 Holidays. The authorized university holidays are those established by the university. The days upon which such holidays are observed shall also be established by the university.

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Article 12

ON-CALL AND CALL-BACK

12.1 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 carry and keep on his/her person the university-provided cell phone or other electronic device in order to be contacted to return to the 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.

12.2 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 (\$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 recognized holiday will be compensated by payment of a fee in an amount equal to one-quarter (1/4) the actual hourly rate of the employee for each hour such employee is required to be available. The on-call rate as referenced in this section shall also apply to university-designated holiday work break days as declared by the president from time to time.

D. If an on-call period is less than two (2) hours, the employee shall be paid for two hours.

12.3 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. (Note: This provision shall apply to each call-back.)

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Article 13

CHANGE IN ASSIGNMENT

13.1 Procedure.

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

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

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

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

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

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Article 14

CLASSIFICATION REVIEW

14.1 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 a collective bargaining unit designation, it 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.

14.2 Position Description. A position description should be distributed to the employee after their appointment and after significant changes occur in their assigned duties. Each employee shall be given an opportunity to review his/her position description, and the employee's signature shall acknowledge that he/she had such opportunity and that the employee has received a copy of the current position description.

14.3 Work in a Higher Classification. An employee who is designated by the appropriate Dean or Director in writing to temporarily serve in a higher classification shall be eligible for a pay increase for the time period in accordance with university policy.

14.4 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 his/her Dean or Director. The Dean or Director shall issue his/her decision within thirty (30) days following receipt of the request for review. If the employee is not satisfied with the decision of the Dean or Director, he/she may request further review from the CHRO, who shall render his decision within thirty (30) days. The decision of the CHRO is final. If the complaint review meeting results in a reclassification, any pay adjustment shall be effective on the date of that decision.

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Article 15

CONTRACTING OUT

15.1 Prior to issuing a request for proposal for contracting out work which will result in the layoff of employees, the university will notify the president of AFSCME Council 79. The president of AFSCME Council 79 may then discuss the impact of the proposed contracting out on affected employees by scheduling a consultation with the president or designee within ten (10) days of receiving the notice.

15.2 The university shall include in the request for proposals for contracting out such work, in addition to any other requirements to be considered, provisions which:

A. Require the proposers to offer to employ affected employee(s) having regular status for a period of 120 days after the start of the contract with equivalent pay and health insurance, subject to termination during the period only for just cause and provide reasonable training to increase the employee's opportunity for employment beyond the 120 days.

B. Require the proposers to provide information regarding the coverage and the cost of any health insurance which will be provided to any affected employee employed by the proposer.

15.3 The university will not ordinarily contract out work that will result in the layoff of employees where the result of a Request for Proposals does not indicate a cost savings to the university.

15.4 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.

15.5 The university shall make reasonable efforts to place affected employees in other university positions prior to layoff. The university shall provide out placement and counseling services to the affected employees.

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Article 16

HEALTH AND SAFETY

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

16.2 Safety Committee. The local AFSCME president will appoint one bargaining unit employee to serve on the Facilities Operations' Safety Committee.

16.3 Employee Health and Safety.

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

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

C. When an employee believes an unsafe or unhealthy working condition exists in the work area, the employee shall immediately report the condition to the employee's supervisor. An employee may also report the condition to a university administrator at the next highest level or the university's Director of Environmental Health and Safety. 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 being.

D. The university will endeavor to keep its equipment in reasonable operating condition.

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Article 17

LAYOFFS AND RECALL

17.1 Layoffs.

A. When an employee is to be laid off, the university shall implement such layoff in accordance with procedures contained in the university's regulations and policies and this article. When circumstances permit, the university shall notify the local AFSCME president at least thirty (30) days in advance of a layoff.

B. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitutes an area, program, or other level of organization at the university.

C. The university shall make a reasonable effort to locate appropriate alternate or equivalent employment for employees notified of layoff.

D. The notice to the employee of layoff shall include the effective date of layoff, the reason for layoff, a statement of recall rights and any appeal/grievance rights, including applicable filing deadlines.

E. 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.

17.2 Recall. The recall process shall operate in accordance with the procedures contained in the university's Regulations, Policies and this Article. An employee who has been laid off shall have recall rights during a recall period of one year from the date of layoff. When a vacancy or a new position is posted and filled at the same geographic campus location as the laid off employee, where there is at least one individual holding recall rights in a same or similar classification then the following shall apply: A) if a laid-off individual holding recall rights, after reviewing the special qualifications and/or relevant experience required for the posted position, and is interested in the specific position, he/she must make application for the specific position in order to invoke recall rights for that position; B) the hiring official will interview all laid-off individuals holding recall rights who make application for the position and are readily available for interview (up to a maximum of five); C) the university shall then determine if those interviewed meet the special qualifications and relevant experience required for the specific position; and D) so long as at least one such individual with recall rights meets these requirements, he or she shall be recalled who is determined by the university to best meet the needs of the department. Individuals who are re-employed utilizing the recall process shall be re-employed with regular status.

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Article 18

METHOD OF FILLING VACANCIES

18.1 Policy.

A. The university shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification, position description, and in other documents describing the vacant position. The university shall also consider appropriate factors, including, but not limited to, the applicant's length of UCF service in a regular position, 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 bargaining unit and should be based on the relative merit and fitness of the applicants.

C. Wherever possible, the university shall seek opportunities to promote current employees. Employees shall be eligible for promotional opportunities where managers have determined that such internal recruitment within the university would be in the best interest of the department.

18.2 Procedures.

A. Employees who have attained regular status and have served six months in their present position shall be eligible for the provisions of this Article.

B. If an employee applied for the position but was not selected, that employee may file a grievance up to Step 3 under Article 23, Grievance Procedure. The only issue to be addressed by such grievance is whether the university exercised its judgment in an arbitrary and capricious manner.

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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-3.01. 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 Office of ~~Equal Opportunity and Affirmative Action Programs~~Institutional Equity. Under no circumstances shall the grievance/arbitration procedures set forth in this Agreement be utilized to process any such allegations.

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.

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Article 20

PERFORMANCE EVALUATIONS

20.1 Procedure.

A. The job performance of each employee is to be reviewed and discussed with the employee to ensure performance standards are met, to review the employee's position description (if necessary), to enhance communications, and to convey the supervisor's performance expectations for the coming year. To discuss changes in one or more areas of the employee's performance, a change in supervision, changes in job duties or the priority of job duties, the supervisor may schedule additional meetings with the employee.

B. The performance appraisal shall normally be prepared by the employee's immediate supervisor and reviewed by the department head. Department heads will sign the evaluation and may attach any written comments they deem appropriate.

C. The final appraisal should then be reviewed with the employee, who, after the review, shall sign the evaluation form. A copy of the signed evaluation form will be provided to the employee at that time. Should the employee disagree with the evaluation, he/she has the right to append appropriate written comments to the evaluation by submitting any such written comments to his/her immediate supervisor within five business days of the evaluation review.

20.2 Failure to Meet Performance Standards

A. Where an employee who has attained regular status and does not meet performance standards (after six months in the position), 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 an administrator at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards. Such request must be made within thirty (30) days of receipt of the performance evaluation.

C. The employee may be removed from his/her class normally no sooner than sixty (60) days after receipt of the performance evaluation.

20.3 Grievability. Performance evaluations shall be subject to the grievance procedure provided in Article 23, Grievance Procedures, as follows:

A. An employee with regular status who receives a performance evaluation rating after six months in the position of not meeting performance standards may grieve the evaluation but only through Step 3. The review of the grievance shall be solely to determine whether the performance evaluation was done in an arbitrary and capricious manner. Grievance reviewers shall not substitute their judgment regarding an employee's performance for that of the evaluator.

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B. An employee with regular status in the class who is demoted or discharged due to an evaluation rating of not meeting performance standards may grieve the demotion or discharge through Step 4 of the grievance process.

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Article 21

PERSONNEL RECORDS

21.1 Use of Personnel Files.

A. There shall only be one official personnel file for each employee, which shall be maintained in the Office of Human Resources. Duplicate personnel files may be established and maintained within the university.

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, if done so within six (6) months of receiving knowledge of such records. A copy of any derogatory material placed in the employee's official personnel file shall be sent to the employee.

21.2 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 his/her university employment.

B. Where the president or designee, 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 document will be removed from the official personnel file and duplicate personnel files, but marked "invalid" and retained in a separate file to comply with applicable law.

C. Records of disciplinary action and official university commendations and awards presented to an employee shall, where practicable, be placed in an employee's personnel file within sixty (60) days after the effective date of the action.

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Article 22

DISCIPLINARY ACTION

22.1 Policy. The purpose of this Article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Supervisors and employees shall provide privacy to the extent practicable when administering reprimands or conducting disciplinary actions.

22.2 Just Cause. Disciplinary actions administered to regular status employees may be taken only for just cause.

22.3 Grievability.

A. Suspensions, demotions for disciplinary reasons, reductions in base pay for disciplinary action, and terminations administered to regular status employees are subject to Article 23, Grievance Procedures.

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.

C. Written reprimands shall be subject to the grievance procedure in Article 23, 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.

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.

22.4 AFSCME Representation.

A. The employee has a right, upon request, to AFSCME representation during investigatory questioning that may reasonably be expected to result in disciplinary action and during predetermination conferences; provided that such representation does not unreasonably delay the questioning. If the employee is given forty-eight (48) hours' notice of the meeting, the employee shall be required to secure representation by the meeting time. Absent a valid excuse, any refusal by an employee to meet after receiving such notice will subject him/her to discipline.

B. When an AFSCME representative is selected to assist an employee, the representative may be allowed a reasonable amount of time off for this purpose, subject to the limitations provided in Articles 5 and 23.

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22.5 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 in writing within seven (7) calendar days to the supervisor and Human Resources with a copy of the response being placed in the official personnel file.

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Article 23

GRIEVANCE PROCEDURE

23.1 General Provisions.

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

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

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

23.2 General Information and Procedures

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

B. Time Limits.

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

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

3. The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. Failure of grievant or representative to proceed to next step within time limits will be deemed to be a withdrawal of the

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grievance without resolution. The time limits specified in any Step of this procedure may be extended by written agreement of the Grievant/Representative and the university. The university may unilaterally extend any time limit specified in this procedure when the grievance alleges a violation of Article 19 or any university regulation or Florida Statue cited in Article 19, to allow for adequate investigation of grievances alleging unlawful discrimination. The president of AFSCME Local 3345 will be notified of any time extensions.

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

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

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

F. Probationary Employees. An employee who has not attained regular status can file only non-disciplinary grievances under this Agreement, which may be processed only through Step 2 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 returned for correction and resubmission, in accordance with time limits, if it is not filed or processed in accordance with this Article. The CHRO or CHRO's designee will have the authority to determine whether a grievance is complete under the parameters of the collective bargaining agreement.

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

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23.3 Representation.

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

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

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

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

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

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

23.4 Step 1

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

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

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

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

23.5 Step 2 Unit Head/Director 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 five (5) days following receipt of the Step 1 review form. Human Resources will direct the Request for Review of Step 1 to the Unit Head/Director.

B. Step 2 Meeting. Within eleven (11) days following receipt of the Request for Review of Step 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 seven (7) days following the conclusion of the Step 2 meeting. In the absence of a written agreement to extend the period for issuing the Step 2 decision, the Grievant/Representative may proceed to Step 3 if the Step 2 decision has not been received by the Grievant/Representative as of the end of the seventh (7th) day following the Step 2 meeting. A copy of the decision shall be sent to the Office of Human Resources, to the Grievant, and the Grievant's Representative. The decision shall be transmitted per section 23.2.K. above.

23.6 Step 3

A. If the grievance is not satisfactorily resolved at Step 2, the Grievant may file a written Request for Review of Step 2, in the form attached hereto as Appendix E. The Request for Review of Step 2 must be filed with the CHRO or designee within eleven (11) days following unsuccessful conclusion of the Step 2 meeting (or as otherwise mutually agreed if the parties agreed in writing to extend the period for issuing the Step 2 decision).

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

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

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

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

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

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

Attachment A

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

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

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

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

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

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

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

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

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

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

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

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

Attachment A

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

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

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

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

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

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

23.8 Miscellaneous Provisions

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

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

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

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

Attachment A

Article 24

PREVAILING RIGHTS

The prevailing rights of the employees covered hereunder are those specifically set forth or incorporated by specific reference in this Agreement.

Attachment A

Article 25

TOTALITY OF AGREEMENT

25.1 Limitation. The university and AFSCME acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the university and AFSCME thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

25.2 Obligation to Bargain. The university and AFSCME, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

25.3 Modifications. Nothing herein shall preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

Attachment A

Article 26

SAVINGS CLAUSE

26.1 If any provision of this Agreement is found by any court of competent jurisdiction to be in conflict with the laws or regulations of the United States or of this State, 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. This savings clause shall not be construed as a waiver of the right to bargain with the public employer over any law, rule, or regulation over which it has amendatory power.

26.2 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.

Attachment A

Article 27

LABOR MANAGEMENT COMMITTEE

27.1 There shall be a Labor Management Committee consisting of the CHRO or 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 each quarter 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.

Attachment A

Article 28

DURATION

28.1 Term.

A. This Agreement shall be effective on the date of ratification by both parties and shall remain in full force and effect through the thirtieth day of September, 20~~23~~¹⁹, with the exception that the following shall be subject to annual renegotiation:

1. Wages (Article 7).
2. Up to two (2) additional articles chosen by each party.

B. In the event that the university and AFSCME fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

28.2 Emergencies. If it is determined 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 president during the time of the declared emergency, provided that wages and benefits shall not be suspended.

Attachment A

Article 29

NOTICE OF SEPARATION

29. Notice of Separation.

A. USPS employees have no expectation of continued employment beyond that specified in University Regulation UCF-3.038. An employee may only be issued a written Notice of Separation by Human Resources, in accordance with University Regulation UCF-3.038. Any separation for cause, however, falls primarily under Article 22 “Disciplinary Action,” and University Regulation UCF 3.0191.

B. Notice of Separation means an employee is given written notice that his or her employment with the University will end at the time set forth in the notice. Any employee receiving a Notice of Separation shall receive such notice 16 weeks prior to the effective date of separation, in accordance with university regulation. At the time of issuance of a Notice of Separation, the University may elect at its discretion to have the employee work the 16 week notice period. Alternatively, the University may require the employee work a portion of the notice period with payment for the balance of the 16 weeks or payout the full notice period, as may be allowed under Florida law. If the University elects this option, it shall pay the employee an amount, less withholding, equal to the salary for that portion of the notice period which the University is paying out and the employee’s employment shall terminate immediately.

C. The decision to issue a Notice of Separation to a USPS employee shall not be based on constitutionally or statutorily impermissible grounds.

D. To successfully contest a Notice of Separation, the employee must establish that the action taken by the university was arbitrary and capricious, or because of an alleged violation of law. A contest of a Notice of Separation will be subject to the grievance procedure set forth in Article 23 with the exception that an employee would have up to thirty (30) calendar days to file a Step 1 grievance from the date notification was received. An employee is not precluded from filing an EEOC or FCHR charge alleging unlawful discrimination.

E. Any employee receiving a Notice of Separation shall receive a neutral reference from their most recent supervisor. Such notice will be recorded as an end of appointment. If the affected employee accurately reports their supervisor on the UCF application, any prospective UCF employer considering hiring the employee during the 16 weeks prior to the effective date of separation shall receive only the neutral reference from the most recent supervisor. The neutral reference shall include: beginning and ending date of employment, position held, job summary of duties and responsibilities, most recent rate of pay while employed, and most recent five years of performance appraisals.

Attachment A

Appendix A

AFSCME CLASSIFICATIONS

JOB TITLE	JOB CODE
<u>Unit 1481 - BLUE COLLAR</u>	
<u>Automotive Mechanic I</u> Automotive Mechanic	155
<u>Automotive Mechanic II</u> Boiler Maintenance Specialist	250
<u>Automotive Mechanic III</u> Computer Repair Technician	030
<u>Computer Operations Specialist I</u> Custodial Worker	032
<u>Computer Operations Specialist II</u> Electrician	148
<u>Computer Operations Specialist III</u> Electronic Technician	157
<u>Custodial Specialist I</u> Engineering Assistant	038
<u>Custodial Specialist II</u> Culinary Assistant	053
<u>Electrician I</u> Groundskeeper	057
<u>Electrician II</u> Heavy Equipment Operator	137
<u>Electrician III</u> Licensed Electrician	216
<u>Landscaper I</u> Licensed Plumber	217
<u>Landscaper II</u> Locksmith	145
<u>Locksmith I</u> Machinist	154
<u>Locksmith II</u> Maintenance Mechanic	152
<u>Machinist</u> Maintenance Specialist	153
<u>Maintenance Mechanic I</u> Maintenance Worker	139
<u>Maintenance Mechanic II</u> Plumber	147
<u>Maintenance Technician II</u> Refrigeration Mechanic	150
<u>Maintenance Technician III</u> Sr. AV Equipment Operator	004
<u>Maintenance Technician I</u> Sr. Custodial Worker	033
<u>Plumber I</u> Sr. Groundskeeper	058
<u>Plumber II</u> Sr. Heavy Equipment Operator	138
<u>Plumber III</u> Sr. HVAC Operator	131
<u>HVAC Specialist I</u> Sr. Locksmith	146
<u>Custodial Specialist III</u> Sr. Maintenance Worker/Dispatcher	202
<u>Landscaper III</u> Sr. Printer	100
<u>HVAC Specialist II</u> Sr. Refrigeration Mechanic	151
<u>Utilities Specialist I</u>	
<u>Utilities Specialist II</u>	
<u>Utilities Specialist III</u>	
<u>Building Specialist I</u>	
<u>Building Specialist II</u>	
<u>Irrigation Technician I</u>	
<u>Irrigation Technician II</u>	
<u>Mechanical Technician</u>	
<u>Fire Alarm Technician</u>	
<u>Work Control Dispatcher I</u>	
<u>Work Control Dispatcher II</u>	
<u>Print Specialist II</u>	

Attachment A

QA/QC Construction Specialist
Asset Specialist I
Maintenance Planner I
Recycling Specialist I
Safety Specialist I
Safety Specialist II
Mechanical Technician

Attachment A

AFSCME CLASSIFICATIONS

JOB TITLE	JOB CODE
<u>Unit 1588 - OTHER PROFESSIONAL</u>	
<u>Admissions Specialist I</u> Admissions Specialist	176
<u>Admissions Specialist II</u> Audio Visual Specialist	005
<u>Graduate Admissions Specialist I</u> Biologist	109
<u>Graduate Admissions Specialist II</u> Broadcast Technologist	009
<u>Registrar Specialist I</u> Chemist	112
<u>Registrar Specialist II</u> Computer Analyst	029
<u>Student Wellness Coordinator I</u> Construction Specialist	044
<u>Biologist I</u> Engineer	041
<u>Biologist II</u> Fine Arts Specialist	001
<u>Audio Visual Specialist</u> Grants Assistant	054
<u>Print Specialist I</u> Graphic Artist	002
<u>Print Specialist II</u> Information Specialist	083
<u>Print Typeset Specialist</u> Hearing Impaired Interpreter	178
<u>Broadcast Technician I</u> Marketing Specialist	162
<u>Broadcast Technician II</u> Registrar's Specialist	210
<u>Marketing Communications Assistant</u> Research Technician	107
<u>Telecommunications Services Specialist I</u> Sr. Admissions Specialist	177
<u>Telecommunications Services Specialist II</u> Sr. Biologist	110
<u>Telecommunications Analyst I</u> Sr. Broadcast Technologist	010
<u>Telecommunications Analyst II</u> Sr. Chemist	113
<u>Telecommunications Analyst III</u> Sr. Engineer	042
<u>Computer Operations Specialist I</u> Sr. Engineering Technician	040
<u>Computer Operations Specialist II</u> Sr. Health & Safety Specialist	116
<u>Computer Operations Specialist III</u> Sr. Health Educator	199
<u>Systems Programmer I</u> Sr. Counselor	080
<u>Systems Programmer II</u> Sr. Information Specialist	084
<u>QA/QC Construction Specialist</u> Sr. Pest Control Technician	156
<u>Theater Arts Technician I</u> Sr. Registrar's Specialist	230
<u>Law Enforcement Records Specialist</u> Sr. Research Technician	108
<u>Meeting/Event Assistant</u> Sr. Statistician	166
<u>Training Assistant</u> Sr. Systems Programmer	021
<u>Sr. Teaching Lab Specialist</u>	090
<u>Sr. Telecommunications Services Specialist</u>	184
<u>Sr. Telecommunications Specialist</u>	182
<u>Sr. Training Specialist</u>	185

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Sr. Student Union Specialist	173
Systems Programmer	020
Telecommunications Services Specialist	183
Telecommunications Specialist	181
Training Specialist	190

Attachment A

AFSCME CLASSIFICATIONS

JOB TITLE	JOB CODE
<u>Unit 1589 - ADMINISTRATIVE CLERICAL</u>	
Administrative Assistant I Administrative Assistant	163
Administrative Assistant II Cashier	047
Computer Operator I Clerk	011
Computer Operator II Clerk Typist	188
Computer Operator III Computer Operator	025
Programmer Analyst I Programmer	016
Computer Operations Specialist II Programmer Analyst	017
Office Support Assistant Computer Specialist	027
Financial Aid Specialist Executive Administrative Assistant	189
Insurance Eligibility/Verification Specialist Executive Secretary	119
Student Accounts Advisor I Financial Aid Specialist	174
Facilities Scheduler Financial Assistance Counselor	171
Library Technical Assistant I Fiscal Assistant	048
Library Technical Specialist I Facilities Scheduler	043
Library Technical Specialist III Library Technical Assistant	094
Medical Records Specialist Library Technical Assistant Specialist	233
Dispatcher I Medical Records Specialist	076
Dispatcher II Office Assistant	159
Community Service Officer Office Manager	161
Admissions Assistant Photographer	097
Inventory Specialist I Dispatcher	123
Procurement Specialist I Police Technician	122
Administrative Assistant III Program Assistant	160
Mail Clerk II Property Manager	103
Computer Operator II Purchasing Agent	105
Programmer Analyst II Secretary	117
Computer Operations Specialist III Sr. Administrative Assistant	164
Accounting Specialist I Sr. Art Specialist	003
Accounting Specialist II Sr. Clerk	012
Library Technical Assistant II Sr. Computer Operator	026
Dispatcher III Sr. Programmer Analyst	018
Background Investigator Sr. Computer Specialist	028
Inventory Specialist II Sr. Executive Secretary	120
Materials Handler I Sr. Financial Aid Specialist	175
Materials Handler II Sr. Fiscal Assistant	049
Mail Clerk I Sr. Library Technical Asst.	095
Mail Clerk III Sr. Dispatcher	124
Facilities Assistant Sr. Police Technician	221
Print Specialist I Sr. Property Manager	104
Property and Inventory Manager Sr. Purchasing Agent	106

Attachment A

<u>Parking Facilities Specialist</u> Sr. Secretary	118
<u>Parking Operations Assistant</u> Sr. Storekeeper	168
<u>TV & Radio Community Outreach Specialist</u> Sr. Word Processor	015
<u>Forensic Technician</u> Storekeeper	167
<u>Accounts Payable/Receivable Specialist I</u> Telephone Operator	179
<u>Accounts Payable/Receivable Specialist II</u> <u>Bookkeeper</u>	
<u>Student Accounts Advisor II</u>	
<u>Agreement & Linkages Specialist</u>	
<u>Book Conservator</u>	
<u>Cataloger</u>	

Attachment A

Appendix B

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFSCME DUES AUTHORIZATION FORM

I authorize the University of Central Florida to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received from AFSCME Council 79 membership dues and other lawful authorized uniform deductions of the American Federation of State, County and Municipal Employees (AFSCME) as established from time to time by AFSCME in accordance with its Constitution, and as certified to the university by AFSCME. Furthermore, I understand that such dues will be paid to AFSCME.

This authorization shall continue until either (1) revoked by me at any time in writing to UCF Human Resources; (2) moved 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 employee identification number to AFSCME in reporting dues deductions.

Signature

Date

Name (Print)

UCF Employee ID Number

Department or Work Location

Job Classification

Home Address – Street

Home Phone

City, State, Zip

E-mail Address

PLEASE SEND THIS FORM TO:

**AFSCME Council 79
2280 U.S. 92 East
Plant City, FL 33563**

Ded. Code County Class Local

Attachment A

Apéndice B

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)

(FEDERACIÓN AMERICANA DE EMPLEADOS ESTATALES, DE CONDADOS, Y MUNICIPALES (AFSCME))

AFSCME FORMA DE AUTORIZACION DE CUOTA

Autorizo a la Universidad de Florida Central a descontar de mi paga, comenzando con el primer período completo de pago, efectivo no antes de siete días desde la fecha en que esta autorización sea recibida por AFSCME Concilio 79, la cuota de membresía y otras deducciones uniformes autorizadas y lícitas de la AFSCME según establecido de tiempo en tiempo por AFSCME de acuerdo con su Constitución, y como certificado a la Universidad por AFSCME. Además, entiendo que tales cuotas serán pagadas a AFSCME.

Esta autorización continuará hasta que o (1) sea revocada por mí en cualquier momento por escrito a la oficina de Recursos Humanos de la universidad; (2) sea removido de un alguna unidad de negociación representada por AFSCME; (3) terminación de empleo; o (4) sea revocado conforme a la Sección 447.507, F.S.

Firmando esta forma, yo autorizo la Universidad de informar mi número de identificación de empleado a AFSCME al reportar las deducciones de cuotas.

Firma

Fecha

Nombre (Impreso)

Número de Identificación de UCF

Departamento o Localización del Trabajo

Clasificación de Empleo

Dirección Residencial

Teléfono de Residencia

Ciudad, Estado, Código Postal

Correo Electronico

POR FAVOR ENVIAR ESTA FORMA A:

**AFSCME Council 79
2280 U.S. 92 East
Plant City, FL 33563**

Ded. Code County Class Local
Para el Uso de AFSCME solamente.

Attachment A

Appendix C

University of Central Florida – AFSCME GRIEVANCE FORM – STEP 1 (Deliver this form to the Office of Human Resources)

This grievance was received by the University on _____ (date) by:
_____ certified or registered return receipt requested mail; OR
_____ personal delivery: OR
_____ electronic mail via askhr@ucf.edu [CHECK ONE]

GRIEVANT NAME: _____

Grievant's Classification/Title: _____

Grievant's Department or Unit, and Office Phone: _____

Statement of Grievance:

Article(s) and Section(s) of the Agreement allegedly violated:

Provide the date(s) of the alleged incident and describe the incident, act, or occurrence which gave rise to the grievance. Please be specific and include as much detail as possible to clarify the issues. (Attach supporting documents, i.e. written reprimand):

Remedy Sought

Representation:

I will be represented in this grievance by: (representative must sign on appropriate line):

_____ AFSCME _____ OR

_____ Legal Counsel _____ OR

_____ Myself _____

Provide the following information about your Representative:

Name: _____

Address: _____

Phone: _____

Email: _____

If employed by UCF, what department: _____

Signature of Grievant

(This grievance will not be processed if it is not signed by the grievant.)

The Step 1 review shall be transmitted to Grievant's Representative by personal delivery with written documentation of receipt, or by certified mail with return receipt requested, or via electronic mail confirming acknowledgment of receipt.

Attachment A

Appendix D

**University of Central Florida – AFSCME
REQUEST FOR STEP 2**

(Deliver this form and attachments to the Office of Human Resources.)

This grievance was received by the University on _____ (date) by:
_____ certified or registered return receipt requested mail; OR
_____ personal delivery; OR
_____ electronic mail via askhr@ucf.edu (CHECK ONE)

GRIEVANT NAME: _____

Grievant Classification/Title: _____

Department/Division/Office Phone: _____

DATE OF STEP 1 DECISION: _____

Date Step 1 Decision was received by Grievant or Grievant’s Representative: _____

Article(s) and Section(s) of the Agreement allegedly violated at Step 1:

Describe the reasons for requesting that the Step 1 Decision be reviewed by the unit head:
Please be specific and include as much detail as possible to clarify the issue. *(Please note the
required attachments listed below.)*

Remedy Sought:

Representation:

I will be represented in this grievance by: (representative must sign on appropriate line):

_____ AFSCME _____ OR
_____ Legal Counsel _____ OR
_____ Myself _____

Provide the following information about your Representative:

Name: _____

Address: _____

Phone: _____

Email: _____

If employed by UCF, what department: _____

Signature of Grievant

Date

A copy of the following documents must be attached to this Request at the time of its filing with the Office of Human Resources:

- 1. Original grievance form filed with University*
- 2. Step 1 decision, if issued, and any attachments*
- 3. Step 2 decision, if issued*
- 4. All attachments to the Step 2 decision.*

Attachment A

Appendix E

**University of Central Florida – AFSCME
REQUEST FOR STEP 3**

(Deliver this form and attachments to Office of Human Resources.)

This grievance was received by the University on _____ (date) by:
_____ certified or registered return receipt requested mail; OR
_____ personal delivery: OR
_____ electronic mail via askhr@ucf.edu (CHECK ONE)

GRIEVANT NAME: _____

Grievant Classification/Title: _____

Department/Division/Office Phone: _____

DATE OF STEP 2 DECISION: _____

Date Step 2 Decision was received by Grievant or Grievant’s Representative: _____

Article(s) and Section(s) of the Agreement allegedly violated:

Describe the reasons for requesting that the Step 2 Decision be reviewed by the Chief Human Resources Officer or designee. Please be specific and include as much detail as possible to clarify the issues. *(Please note the required attachments listed below):*

Remedy Sought:

Representation:

I will be represented in this grievance by: (representative must sign on appropriate line):

_____ AFSCME _____ OR

_____ Legal Counsel _____ OR

_____ Myself _____

Provide the following information for your Representative:

Name: _____

Address: _____

Phone: _____

Email: _____

If employed by UCF, what department: _____

Signature of Grievant

Date

A copy of the following documents must be attached to this Request at the time of its filing with the Office of Human Resources:

- 1. Original grievance form filed with University*
- 2. Step 1 decision, if issued, and any attachments*
- 3. Step 2 decision, if issued*
- 4. All attachments to the Step 2 decision.*

Attachment A

Appendix F

**University of Central Florida – AFSCME
NOTICE OF ARBITRATION**

(Deliver this form and attachments to Office of Human Resources.)

This request for review was received by the University on _____ (date).

Delivered by (check one):

_____ certified or registered return receipt requested mail; OR

_____ personal delivery.

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 University dated _____ [date of Step 3 decision] and received by the AFSCME Representative/Grievant on _____ [date of receipt of Step 3 decision] in the grievance of:

GRIEVANT NAME: _____

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

Signature of AFSCME Representative or Grievant

Date

UCF BOARD OF TRUSTEES
Agenda Item Summary
 Compensation and Labor
 Committee February 10, 2021

Title: Article 23 Salaries for 2020-2021 BOT-UFF

Information Information for upcoming action Action

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

The sole issue to be decided by the committee, and ultimately the board, is whether to ratify the agreement reached by the BOT-UFF bargaining teams regarding salaries for the 2020-2021 year.

The Compensation and Labor Committee is responsible for advising the board and the president regarding prospective and current collective bargaining activities and making recommendations to board regarding board action.

Background Information:

The BOT and UFF bargaining teams began negotiations on salaries in April of 2020. The union proposed increasing promotion amounts from 9% to 11% for members in assistant positions promoted to associate positions and from 10% to 12% for members in associate positions promoted to full or senior positions. It also asked for a 3% across the board increase with a minimum base increase of \$1,500.00, along with a \$3,000 one-time COVID payment. The cost of this package was approximately \$11 million. The university countered with a no increase package. The two sides remained at impasse until the university offered a one-time payment of \$1,200 the final week before Winter Break. The BOT and UFF teams held an emergency meeting on December 8, 2020, at 4:30 p.m. and were able to reach agreement.

Recommended Action:

The BOT bargaining team recommends ratification of Article 23 for 2020-2021.

Alternatives to Decision:

Refuse to ratify article.

Fiscal Impact and Source of Funding:

The \$1,200 one-time payment included in Article 7 was previously budgeted. There is no additional fiscal impact.

Authority for Board of Trustees Action:

BOG Regulation 1.001(5)(a)(b)

Contract Reviewed/Approved by General Counsel N/A

Committee Chair or Chair of the Board has approved adding this item to the agenda

Submitted by:

Sherry Andrews, Associate General Counsel, Associate Provost

Supporting Documentation:

Attachment A: 2020-2021 Article 23 BOT-UFF Collective Bargaining Agreement

Facilitators/Presenters:

Sherry Andrews, Associate General Counsel, Associate Provost

~~continual employment relationship in an in-unit position at the date of implementation, and whose most recent. Those employed on or after January 10, 2020 who did not receive an annual evaluation, if provided, was will be assigned a Satisfactory or above. This one-time payment will be distributed on the November 22, 2019, pay date rating for the purposes of this payment. If an employee's position is less than 1.0 FTE, the payment shall be prorated. Contract and grant (C&G) and auxiliary funded employees are also eligible, but any monies provided in such cases shall be paid from the appropriate contract, grant, or auxiliary revenues, if such increases are provided by the granting agency.~~

(ec) Merit Salary Increases. No merit salary increases will be distributed this cycle.

23.4 Annual Incentive Award Programs. Incentive Award Programs recognize and promote employee excellence and productivity that respond to and support the mission of the University of Central Florida, including its strategic initiatives and five key goals. The provost or his or her designee shall give final approval for awards to successful faculty. Each year, the University shall make available to eligible employees 115 Incentive Awards. The awards shall be distributed to awardees in the next award cycle after ratification of this document as set forth below. Regardless of contract length (9 months through 12 months), award recipients shall receive a one-time award of \$5,000 as soon as practicable and a \$5,000 increase to their salary effective at the beginning of the succeeding academic year. Employees on visiting and other temporary appointments are not eligible for incentive awards. Employees on non-E&G funding will be eligible for the increase depending on availability of funds. All full-time employees in the appropriate discipline with at least four years of continuous, non-OPS service at UCF immediately prior to the current year are eligible.

(a) UCF-Teaching Incentive Program. The UCF-Teaching Incentive Program ("UCF-TIP") rewards teaching productivity and excellence. Each academic year the University shall make available up to fifty-five UCF-TIP awards to eligible employees. The UCF-TIP award recognizes employee contributions to UCF's key goals of offering the best undergraduate education available in Florida and achieving international prominence in key programs of graduate study. Employees applying for TIPs must meet current productivity criteria.

(b) UCF-Research Incentive Award Program. The UCF-Research Incentive Award ("UCF-RIA") program recognizes outstanding research, scholarly, or creative activity that advances the body of knowledge in a particular field, including interdisciplinary research and collaborations. Each academic year the University shall make available up to fifty-five UCF-RIA awards to eligible employees. The UCF-RIA award recognizes employee contributions to UCF's key goal of achieving international prominence in research and creative activities.

(c) Scholarship of Teaching and Learning Awards (SoTLs). SoTLs recognize discovery, reflection, and using evidence-based methods to research effective teaching and student learning. While the implementation of SoTL outcomes may result in teaching excellence and increased teaching effectiveness, this award recognizes scholarly efforts beyond teaching excellence. The University shall make available up to five SoTL awards.

(d) Applications for Incentive Awards. Applications shall be completed ~~on-line~~ online. These awards shall be made according to the criteria or procedures listed on the Faculty Excellence website.

(e) Incentive Award Selection.

(1) TIPs/RIAs. College or unit committees for the TIP and RIA award programs shall be elected by and from the unit employees. The committees shall equitably represent the

143 departments or units within them. Employees who plan to apply in the current cycle for a
144 particular award shall not be eligible to serve on the committee. A committee chairperson
145 for each incentive award program shall be elected by and from the college/unit committee.
146 The chairperson shall charge the committee that members shall only consider the merits of
147 the application. No additional outside information or discussion of position, e.g., instructor
148 vs. tenure track employee, past awards, current salary, etc., may be considered, nor may
149 additional criteria be used. The committee shall review the award applications and shall
150 submit a ranked list of recommended employees to the dean or dean's representative. In
151 ranking the applicants, committee members shall only consider the merits of the application.

152 a. Each committee member shall review all applications and transmit a
153 preliminary ranking to the committee chair. Committee members may rank as many
154 applicants as they deem merit the award, with the highest rank given to the top candidate
155 (i.e., the highest rank equals the number of applicants, N), the next highest rank being N-1,
156 and so on. Applications that are not deemed acceptable for an award by a committee
157 member shall be left unranked in that committee member's rankings.

158 b. In larger colleges or units, subcommittees may be formed from the committee
159 at-large in the interest of efficient evaluation of the incentive award applications. Each
160 subcommittee must include at least three members, and every member of the committee at-
161 large must serve on a subcommittee. The applications to be reviewed shall be equitably
162 partitioned among the subcommittees. The subcommittees shall follow the ranking
163 procedure outlined above to determine which applications they recommend to the
164 committee at-large. Then the committee at-large shall be convened to review the
165 applications recommended by the subcommittees.

166 c. The committee chair shall convene the committee (at-large) and review their
167 initial rankings. Discussion shall be limited to information contained in the application and
168 may focus on applicants with few or dispersed rankings.

169 d. Following this discussion, the committee shall use a secret ballot to rank
170 candidates using the procedure outlined in (a) above.

171 e. A majority of voting committee members present must rank an applicant for
172 that employee to be eligible for an incentive award.

173 f. The applicant with the highest mean rank (i.e., the sum of the applicant's
174 rankings divided by the number of committee members present) shall have the highest
175 priority for an incentive award, the applicant with the next highest mean rank the next
176 highest priority, and so on, until all applicants who received rankings by a majority of
177 committee members present are ranked in order.

178 g. In the case of T applicants with tied mean rank for the final T-1 or fewer
179 available award(s), the procedure outlined in (a) above, with T being the highest possible
180 rank, shall be used to break the ties. The ranking process outlined in (a) above shall be
181 used as many times in succession as necessary until all such ties are resolved and a final
182 ranked list is complete.

183 h. The committee chair shall transmit this ranked list to the dean or dean's
184 representative, or unit head who reviews and approves the awards. If the selection
185 committee awards fewer than the number of awards available or if the dean or unit head
186 does not approve an award from the list submitted by the selection committee, then the
187 award(s) shall be retained in the same college or unit for one additional cycle before it is
188 returned to the overall pool for apportionment.

189 i. For purposes of TIP/RIA selection as stated above, "college" shall also
190 include the group of employees whose primary assignment is in the College of
191 Undergraduate Studies, the College of Graduate Studies, an institute or center. These

192 employees shall be grouped together for purposes of calculating the number of awards
193 available for each award category. The college committee shall consist of a member from
194 each of the units represented.

195
196 **23.5 Excellence Awards.** The University shall implement the merit-based bonuses set
197 forth below to recognize and promote employee excellence and productivity that respond to
198 and support the mission of the University of Central Florida.

199 (a) Trustee Chair Professorship. The UCF Trustee Chair Professorship is a multi-year
200 appointment awarded to employees with an extraordinary record of accomplishment in the
201 three primary areas of academic endeavor: teaching, research and service. The objective of
202 this appointment is to recognize and celebrate outstanding performance with a title and
203 resources commensurate with accomplishment.

204 (1) Award recipients shall receive an annual budget of \$50,000 funded by the
205 University. Up to \$25,000 can be used as a salary supplement. These chairs have a five-
206 year appointment, which may be renewable.

207 (2) Each academic year, the University may award Trustee Chair Professorships.

208 (3) The eligibility criteria for an applicant is holding the rank of tenured professor; the
209 applicant must be recognized as a "foremost scholar" in his or her chosen area of expertise,
210 meaning known as a preeminent scholar in his or her discipline; and have a positive impact
211 to other scholars at UCF. Applications will be reviewed by a committee consisting of one
212 Trustee Chair, one Pegasus Professor, the Chair of the Faculty Senate, and the Vice
213 Provost for Faculty Excellence. An employee who holds the rank of full professor shall be
214 appointed by the UCF-UFF Chapter President to serve as an ex officio member of the
215 committee, and shall not have a voting role except in the case of breaking any tie votes.
216 The President and Provost or designee will make the final appointment.

217 (b) Pegasus Professor. The Pegasus Professor award recognizes excellence in the
218 three primary areas of academic endeavor: teaching, research and service.

219 (1) Award recipients shall receive a one-time payment of \$5,000 as well as a
220 Pegasus statue.

221 (2) Each academic year, the University may award Pegasus Professor awards.

222 (3) The eligibility criteria is having completed five years at the rank of tenured
223 professor at UCF; having achieved excellence in teaching, research and/or creative activity;
224 and demonstrable service and scope of national and international impact. The awards are
225 ultimately determined by the President or designee.

226 (c) Excellence Awards. All full-time employees in the appropriate discipline with at least
227 three years of continuous non-visiting, non-OPS service at UCF immediately prior to the
228 current year are eligible, except for employees who have received a college or university
229 excellence award in the past three academic years in the category for which they are
230 applying. For some Excellence awards, additional eligibility criteria are specified below.
231 Award recipients shall receive a one-time payment of \$2,000. Each academic year, the
232 University shall award Excellence in Undergraduate Teaching awards, one University
233 Award for Excellence in Undergraduate Teaching, Excellence in Graduate Teaching
234 awards, one University Award for Excellence in Graduate Teaching, one University Award
235 for Excellence in Faculty Academic Advising, Excellence in Research awards, one
236 University Distinguished Research award, one University Award for Excellence in
237 Professional Service, one Excellence in Librarianship award, and one Excellence in
238 Instructional Design award.

239 (1) Excellence in Undergraduate Teaching awards.

- 240 a. Eligibility. Employees must be assigned to teach at least two undergraduate
241 courses in the current academic year and to have taught at least six undergraduate courses
242 over the preceding three academic years.
- 243 b. The criteria for evaluating applicants' files shall include three major
244 categories:
- 245 1. Innovations to improve undergraduate teaching;
 - 246 2. Undergraduate teaching accomplishments/honors;
 - 247 3. Evidence of impact on undergraduate teaching.
- 248 (2) Excellence in Graduate Teaching Awards.
- 249 a. Eligibility. Employees must have contributed significantly to graduate
250 education, including substantial teaching of graduate courses (including thesis and
251 dissertation courses) over the current academic year and the three preceding academic
252 years.
- 253 b. The criteria for evaluating applicants' files shall include three major
254 categories:
- 255 1. Innovations to improve graduate teaching;
 - 256 2. Graduate Teaching Accomplishments/honors;
 - 257 3. Evidence of impact on graduate teaching.
- 258 (3) Excellence in Research Awards
- 259 a. Eligibility. Employees must have an assignment of at least 0.10 FTE in
260 research over each of the three immediately preceding years and the current year at UCF.
- 261 b. The criteria for evaluating applicants' files shall include three major
262 categories.
- 263 1. cumulative value and impact of research efforts at UCF within the
264 discipline and to society;
 - 265 2. Recognition of research impact by the individual's peers in the same or in
266 related disciplines;
 - 267 3. Publication/dissemination and presentation of research results.
- 268 (4) Excellence in Faculty Academic Advising.
- 269 a. Eligibility. All employees who currently advise and who have advised
270 undergraduate students over the preceding three academic years are eligible.
- 271 b. The criteria for evaluating applicants' files shall include three major categories:
- 272 1. Evidence of extra effort to improve advising;
 - 273 2. Evidence that students have been sensitively and appropriately informed
274 and guided concerning career choices and academic opportunities;
 - 275 3. Evidence that the nominee serves as a role model in the pursuit of
276 learning.
- 277 (5) University Awards for Excellence in Professional Service.
- 278 a. Eligibility. Employees who are assigned an FTE of 0.10 for professional
279 service duties over the current year and for each of the three preceding academic years are
280 eligible.
- 281 b. The criteria for evaluating applicants' files shall include three major
282 categories:
- 283 1. Evidence of effectiveness in service to the university by highlighting
284 leadership contributions;
 - 285 2. Evidence of significant accomplishment in professional organizations in
286 the nominee's discipline;
 - 287 3. Evidence of recognition for outreach activities, service, and leadership
288 contributions to community organizations.

- 289 (6) Excellence in Librarianship.
 290 a. Eligibility. Employees who have served at UCF as a librarian on a permanent
 291 line for the current year and at least the three years immediately preceding the current year
 292 are eligible.
 293 b. The criteria for evaluating applicant's files shall include two major categories:
 294 1. Evidence of extra effort to improve library services and collections;
 295 2. Evidence of a sustained period of excellence in the library profession.
 296 (7) Excellence in Instructional Design.
 297 a. Eligibility. Must be an instructional designer on a non-visiting, non-OPS 12-
 298 month contract at the time of nomination and over the three preceding academic years.
 299 b. The criteria for evaluating applicant's files shall include two major categories:
 300 1. Innovative contributions to UCF and/or the ID field;
 301 2. Evidence of outstanding effort to promote quality of online instruction and
 302 improve relationships with faculty members at UCF.
 303 (8) Recommendations for these awards are made by various committees and are
 304 ultimately determined by the ~~president~~President or designee.
 305

306 **23.6 Salary Increases for Employees Funded by Contracts and Grants.**

307 (a) Employees on contracts or grants shall receive salary increases equivalent to similar
 308 employees on Education and General (E&G) funding, provided that such salary increases
 309 are permitted by the terms of the contract or grant and adequate funds are available for this
 310 purpose in the contract or grant. In the event such salary increases are not permitted by the
 311 terms of the contract or grant, or in the event adequate funds are not provided, the
 312 University's representative shall seek to have the contract or grant modified to permit or
 313 fund such increases.

314 (b) Nothing contained herein shall prevent employees whose salaries are funded by
 315 grant agencies from being allotted raises higher than those provided in this Agreement if
 316 such increases are provided by the granting agency.
 317

318 **23.7 Administrative Discretion Increases.** From the date of ratification of this
 319 document, through August 31, 2021, the University may provide Administrative Discretion
 320 Increases up to one and one-half percent (1.5%) of the total salary rate of employees who
 321 were in an employment relationship with the University on May ~~7, 2018~~6, 2020. Any
 322 Administrative Discretion Increase provided to contract and grant (C&G) employees, any
 323 court-ordered or court-approved salary increase, any prevailing wage adjustment for the
 324 purpose of qualifying for immigration status, or any salary increase to settle a legitimate,
 325 broad-based employment dispute shall not be subject to the terms and limitations of this
 326 Section.

327 (a) The University may provide Administrative Discretion Increases for verified written
 328 offers of outside employment, special achievements, merit, compression and inversion,
 329 equity and market equity considerations, and similar special situations to employees in the
 330 bargaining unit.

331 (b) Administrative Discretionary Increases for verified written offers of outside
 332 employment shall not ~~contribute~~be subject to the ~~calculation of the one and one-half percent~~
 333 (1.5%) salary rate limitation.

334 (c) UFF Notification. At least 14 days prior to the effective date of any such increase, the
 335 University shall provide to the UFF a written notification of the increase which states the

336 name of the employee, the rank and discipline of the employee, the amount of the increase,
337 and the reason for the increase.

338 (d) The University's ability to provide Administrative Discretion Increases shall expire
339 August 31, 2021, and shall not become part of the status quo.

340
341 **23.8 Report to Employees.** All employees shall receive notice of their salary increases
342 prior to implementation.

343
344 **23.9 Type of Payment for Assigned Duties.**

345 (a) Duties and responsibilities assigned by the University to an employee that do not
346 exceed the available established FTE for the position shall be compensated through the
347 payment of salary, not Other Personal Services (OPS) wages.

348 (b) Duties and responsibilities assigned by the University to an employee that are in
349 addition to the available established FTE for the position shall be compensated through
350 OPS wages, not salary.

351
352 **23.10 Twelve-Month Payment Option.** The parties agree that a twelve-month payment
353 option for 9-month employees shall be offered each year during an annual open enrollment
354 period from April 1 to June 30. If chosen by the employee, this payment option shall
355 become effective for one year starting with the first full pay period beginning after August 8.
356 The plan shall allow for employees to select a fixed savings amount to be deducted from
357 each of the nineteen full bi-weekly paychecks received during the Fall and Spring
358 semesters with a change in that amount to account for those paychecks from which double
359 premiums are deducted. The total savings shall be returned to the employee in equal
360 amounts for the five full bi-weekly paychecks received during the Summer. The University
361 shall provide an online calculator to assist the employee in determining a savings amount
362 and fixed reduction amount that will allow the employee's net paychecks to remain
363 approximately constant. Pay received for supplemental summer assignments shall be
364 unaffected by this plan. This pay plan is subject to tax limitations.

365
366 **23.11 Administrative Salary Stipends.** A temporary salary increase that is provided to
367 an employee as compensation for performing a specific, titled administrative function shall
368 be permitted under this agreement as an Administrative Salary Stipend. At least 14 days
369 prior to the effective date of any Administrative Salary Stipend, the University shall provide
370 UFF a written notification of the stipend which states the name of the employee, the rank
371 and discipline of the employee, the amount of the stipend, and the reason for the stipend.
372 If all or part of the stipend is later added to the employee's salary, the amount so converted
373 shall be treated as an Administrative Discretion Increase during the year in which the
374 conversion takes place and shall be subject to limitations of that section.

375
376 **23.12 Salary Rate Calculation and Payment.** The biweekly salary rate of employees
377 serving on twelve-month appointments shall be calculated by dividing the salary rate by
378 26.1 pay periods.

379
380 ~~**23.14 Compensation currency.** The university receives its budget. UCF will~~
381 ~~comply with all applicable Federal and disburses monies in U.S. dollars.~~
382 ~~State labor and employment laws.~~

UCF BOARD OF TRUSTEES
Agenda Item Summary
 Compensation and Labor Committee
 February 10, 2021

Title: Presidential Incentive Plan Model and Timeline

Information Information for upcoming action Action

Meeting Date for Upcoming Action: _____

Purpose and Issues to be Considered:

A proposed Presidential Incentive Plan model and timeline are presented for approval.

The Compensation and Labor Committee is authorized by the board of trustees to oversee an annual assessment of the president's performance and compensation, and present recommendations to the board for approval.

Background Information:

The March 2013 Third Amended Presidential and Compensation Review Policy requires an annual review of the president's performance and compensation and delegates the responsibility for organizing and conducting the process to the Compensation and Labor Committee.

The president's employment agreement provides for President Cartwright's eligibility for an annual incentive award, based on the accomplishment of his annual goals, reasonably agreed to between Dr. Cartwright and the Board, as reasonably determined by the Board. The incentive bonus shall not exceed 50% of base salary.

The university has engaged with The Segal Group, Inc. to develop the proposed Presidential Incentive Plan Model and timeline.

Recommended Action:

Approve the Presidential Incentive Plan Model.

Alternatives to Decision:

Amend or reject the proposed Model.

Fiscal Impact and Source of Funding:

There is no fiscal impact at this time. The presidential employment agreement provides for an incentive bonus of not more than 50% of his base salary (or up to \$300,000). However, final approval for the Presidential Incentive Plan will be required after metrics are assigned.

Authority for Board of Trustees Action:

BOG Regulation 1.001(5)(a),(b)

Contract Reviewed/Approved by General Counsel N/A

Committee Chair or Chair of the Board has approved adding this item to the agenda ☒

Submitted by:

Maureen Binder, Associate Vice President and Chief Human Resources Officer

Supporting Documentation:

Attachment A: Presidential Incentive Plan Model (forthcoming)

Facilitators/Presenters:

Maureen Binder, Associate Vice President and Chief Human Resources Officer