Collective Bargaining Agreement

Between the

University of South Florida Board of Trustees

and

Florida Public Employees Council 79
American Federation of State, County and Municipal Employees
AFL-CIO

2014-2017

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Preamble

This Agreement is between the University of South Florida Board of Trustees, hereinafter called the University, and the Florida Public Employees Council 79, affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called AFSCME; and

WHEREAS, it is recognized by the University and AFSCME that the public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between public employers and their employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the public employer; and

WHEREAS, it is recognized by the University and AFSCME that terms and conditions of employment of employees are contained in this Agreement and in the University Employment Regulations; and

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained the University and AFSCME do agree as follows:

Article 1

Recognition

1.1 Inclusions.

A. The University hereby recognizes AFSCME as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in Certification No. 1508, issued on October 1, 2004 by the Florida Public Employees Relations Commission ("PERC") including classifications in Operational Services, Human Services, and Administrative and Clerical categories. In addition, the University also recognizes AFSCME as the exclusive representative for all employees included in Certification No. 1587, issued on May 3, 2006 by PERC to include classifications in the Other Professional category.

B. This Agreement includes all full-time and part-time employees in the classifications and positions listed in Appendix A of this Agreement, except for those individuals filling full-time and part-time positions excluded pursuant to Section 1.2.

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

1.3 Positions or Classes -- Unit Designation.

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

shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the position, it may request that the Florida Public Employees Relation Commission resolve the dispute of unit placement.

B. When the University establishes a new Staff classification or revises an existing classification so that its bargaining unit designation is changed, the University shall notify AFSCME regarding the bargaining unit status of the class. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the class, it may request that the Florida Public Employees Relations Commission resolve the dispute through unit clarification proceedings.

Article 2

Definitions

The terms used in this Agreement are defined as follows:

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

2.2 “Board” means the University of South Florida Board of Trustees as established in Florida Statutes Title XLVIII, Chapter 1001.72.

2.3 “Chief Administrative Officer” means the President of the University of South Florida or her/his representatives.

2.4 “Days” means calendar days, excluding any day observed as a University holiday.

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

2.6 “Steward/AFSCME Employee Representative” means a USF employee who has been designated by AFSCME to investigate grievances and to represent grievants in grievances which have been properly filed under Article 6 of this Agreement, when AFSCME has been selected as the employee’s representative.

2.7 “Management Representative” means an individual designated to hear grievances on behalf of the University of South Florida.

2.8 “Regular (Permanent) Status” is earned by an employee in a class, after successfully completing the specified probationary period for that class, which provides the employee with rights to remain in the class or to grieve adverse action taken against the employee while serving in that class. Once attained in any Staff class, regular (permanent) status is retained throughout continuous employment in the Staff pay plan at the University.

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

2.10 “President of Council 79” or President of AFSCME Local 3342 includes his/her representatives.

2.11 “University” means the University of South Florida Board of Trustees as established in Florida Statutes Title XLVlll, Chapter 1001.72.

2.12 “Staff” means the University Employees formerly known as “USPS” or the University Support Personnel System of the State University System.

2.13 “Progressive discipline is a process for dealing with job-related behavior that does not meet expected performance standards. The primary purpose for progressive discipline is to assist the employee to understand that a performance problem or opportunity for improvement exists.

Article 3

Management Rights

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

Article 4

Nondiscrimination

4.1 Each employee has the right to a work environment free from unlawful discrimination and harassment. The University and AFSCME shall not discriminate against or harass any employee based upon race, color, sex, religion, national origin, age, veteran status, disability, sexual orientation, gender identity and expression, marital status, or genetic information nor shall the University or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, Florida Statutes.

A. Definition of Sexual Harassment. Sexual harassment in the employment context means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct is sufficiently severe or pervasive so as to alter the conditions of, or have the purpose or effect of substantially interfering with, an individual's work by creating an intimidating, hostile, or offensive working environment.

B. Investigation of Charges of Discrimination. Charges of discrimination, including sexual harassment and those filed by employees against students, shall be promptly reviewed/investigated according to established University procedures. No employee reviewed/ investigated under such procedures shall be disciplined until such review is complete and a finding of discrimination has been issued.

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

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

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

4.5 Reasonable Accommodation.

A. USF will not unlawfully discriminate against its employees on the basis of disability and will provide accessibility and reasonable accommodation to its employees with regard to any aspect of employment including fringe benefits, training, conferences, professional meetings and recreational/social activities sponsored by the University.

B. The employee has a right upon request to AFSCME representation for a meeting addressing reasonable accommodation under the ADA.

4.6 Appeal Process. An employee who wishes to appeal a determination of a complaint of discrimination issued by the Office of Diversity and Equal Opportunity may do so by exercising their right under the provisions of that University policy for appeal.

4.7 Training. The University will provide training on the non-discrimination and sexual harassment policy to employees.

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 CAO. The CAO will initiate contact with the President of Council 79 concerning matters which require action by, or coordination with, Council 79.

5.2 Designation and Selection of Representatives.

A. The President of Council 79 Local 3342 shall annually furnish to the University, no later than July 1, a list of Stewards/AFSCME Employee Representatives, Local AFSCME President, and AFSCME Staff representatives. This list shall include the name, department, class title, and the address and phone number of the AFSCME Staff Representatives. AFSCME shall notify the University, in writing, of any changes to the Steward/AFSCME Employee Representative, the Local AFSCME President, and AFSCME Staff Representatives list within fourteen (14) days of implementation of such changes. The 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 Local 3342 shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with no more than fifteen (15) employees designated at the University.

C. The University shall annually furnish no later than July 1 a list of Step 1 and Step 2 management

representatives by name, title, and campus mailing address to the local AFSCME President, unless there have been no changes in the list from the preceding year.

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

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

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

E. At the end of each quarter, the University will provide to AFSCME a list of newly hired bargaining unit employees. The list will include the name of the new employee and the employee's job title, department and mail point.

5.4 Printed Agreements. The University will provide AFSCME a maximum of two hundred fifty (250) copies of the Agreement at no cost to AFSCME. For any copies in excess of this number, AFSCME shall bear one-half the cost of printing.

5.5 Bulletin Boards.

A. Where University-controlled bulletin boards are available, the University agrees to provide space on such bulletin boards for AFSCME use. Where bulletin boards are not available, the University agrees to provide wall space for AFSCME-purchased bulletin boards. The University shall make a reasonable effort to make such space available and accessible to employees.

B. The materials posted on the boards shall be restricted only to office AFSCME matters. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any person or organization or faction thereof, except that election material relating to AFSCME elections may be posted on such boards.

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

5.6 Regulations and Agendas.

A. The University shall provide AFSCME with a copy of the following documents:

1. Agendas and minutes of the meetings of the Board of Trustees; and

2. University regulations

B. The University shall also provide AFSCME a computer account for purposes of accessing data in GEMS reflecting the annual salary increases provided to

employees. Costs associated with AFSCME's use of such data shall be borne by AFSCME consistent with the costs charged others using GEMS.

C. The University shall provide the Local AFSCME President with a copy of its personnel regulations.

D. At least thirty (30) days prior to the adoption or amendment of any university personnel regulation which will change the terms and conditions of employment for employees, the University will provide notice to AFSCME of its intended action, including a copy of the proposed regulation, a brief explanation of the purpose and effect of the proposed regulation, and the name of a person at the University to whom AFSCME may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation under the Board of Governors Regulation Development Procedure.) 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 use the consultation process described in Section 5.7 to discuss the proposed revisions to a university personnel regulation, however, AFSCME must request such consultation within 10 days of receipt of notice of the proposed regulation revision.

5.7 Consultation.

A. Consultation with Chief Administrative Officer. The Chief Administrative Officer shall meet with local AFSCME representatives to discuss matters pertinent to the implementation or administration of this Agreement, university actions affecting terms and conditions of employment unique to the University, or

any other mutually agreeable matters. The meetings shall be held on a mutually convenient date. The party requesting consultation shall submit a written list of agenda items one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement, however, such meetings shall not constitute or be used for the purpose of collective bargaining. When AFSCME is the party requesting a consultation, AFSCME shall notify the Director of Human Resources of the proposed consultation, who will notify the Chief Administrative Officer.

B. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

5.8. Negotiations.

A. Parties and Location.

1. AFSCME agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the Board of Trustees. There shall be no negotiations by AFSCME at any other level.

2. Although negotiating meetings shall normally be held at the University, the University and AFSCME may agree to meet elsewhere at a location which involves no rental cost to the University.

B. AFSCME Committee. AFSCME shall

designate in writing not more than eleven (11) employees to serve as its Negotiation Committee. Attendance at negotiating sessions, shall not impede the operations of the University.
In the event that an employee designated as a Committee member is unable to attend AFSCME negotiations, AFSCME may send an alternate Committee member from the University.

C. Negotiation Leave.

1. USF will grant 56 hours of paid Negotiation Leave per year commencing August 1, 2005 for the USF bargaining unit Negotiations Committee members for the purpose of attending negotiations sessions between USF and AFSCME.

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

3. USF shall not reimburse the Committee members or alternate for travel, meals, lodging, or any expenses incurred while on paid negotiation leave pay.

4. AFSCME may distribute the 56 hours of leave per year as it desires to individual Committee members by notifying USF at the conclusion of the negotiations session of the identity of the members to whom Negotiation Leave should be provided and the number of hours to be distributed.

5. Committee members and alternates who are not given the right to paid Negotiation Leave shall have the right to request unpaid leave or use accrued annual leave for the purpose of attending negotiating sessions. Such leave shall not impede the operations of the University or be unreasonably denied.

6. Such Negotiation Leave as described and agreed to herein shall continue until the parties mutually agree in writing on a different arrangement.

5.9 Leave for Negotiating and Other AFSCME Activities.

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

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

Article 6

Grievance Procedure

6.1 General Provisions.

A. The University and AFSCME encourage

informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the lowest level University representative who has authority to address the complaint. Such review and discussions should be held with a view to reaching an understanding which will resolve the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article. If the complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provisions of this Article.

B. "Grievance" means a dispute filed with the University's Division of Human Resources ("Step 1"), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. The filing or pendency of any grievance under the 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.

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

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

E. All grievances must be filed within thirty (30) days following the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of the event if that date is later. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at

subsequent steps. Facts uncovered during Step 1 that are relevant to the alleged contract violation(s) may be admitted and considered during subsequent steps.

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

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

H. Each grievance, request for review, and arbitration notice must be submitted in writing on the appropriate form attached to this Agreement as Appendices C, D, and E, respectively and with all required attachments as noted on each Appendix. Appendices C and E must be signed by the grievant. If due to unusual circumstances, the employee is unable to sign, an AFSCME representative may sign Appendices C and E in order to file timely. The grievant must provide an original signature on these forms prior to Step 1. One Appendix C, D or E may be filed in a grievance with more than one grievant, provided that the respective Appendix bears the signatures of all grievants. All grievance forms shall be dated when the grievance is received. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, an AFSCME representative may sign such forms for the grievant.

6.2 Representation.

A. A grievant who decides to use this grievance procedure shall, prior to the Step 1 meeting, choose whether to be represented by AFSCME. Where AFSCME representation is requested by an employee,

the employee's grievance representative shall be selected by AFSCME from the list referenced in Section 5.2A. AFSCME may reach agreement with the University at any step of the grievance process and such agreement shall be binding on the employee.

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

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

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

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

C. If the employee elects not to be represented by AFSCME, the University agrees to provide AFSCME with a copy of the written grievance filed under this Article within ten (10) days of receipt of such election. No resolution of any individually processed grievance shall be inconsistent with any terms of this Agreement.

Upon conclusion of the grievance procedure, the University will provide AFSCME with a copy of the final resolution.

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

6.3 Procedures.

A. Step 1.

1. The Management Representative shall schedule a meeting between the grievant, the grievant's AFSCME Representative, and the Department Head or his / her designee and any other appropriate individuals within fifteen (15) days following receipt of the grievance if no postponement is requested, or receipt of written notice that the grievant wishes to proceed with the Step 1 meeting if a postponement was previously requested. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons therefor, to grievant's AFSCME Representative within thirty (30) days following the conclusion of the meeting, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision shall be sent to AFSCME if grievant elected to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested, or by another method mutually agreed upon in writing.

2. Where practicable, the Management Representative shall make available to the grievant or grievant's AFSCME Representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional

documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

3. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's AFSCME Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting.

B. Step 2.

1. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the Director of Employee and Labor Relations or his/her designee (hereinafter referred to in Step 2 of this Article as “University Representative”) within thirty (30) days following receipt of the Step 1 decision by grievant's AFSCME Representative. The University Representative and grievant's AFSCME Representative shall schedule a meeting for the purpose of reviewing the matter no sooner than seven (7) and no later than fifteen (15) days following receipt of the request for review.

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

receipt requested, or by another method mutually agreed upon in writing.

C. Step 3 - Arbitration.

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

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

3. Selection of Arbitrator.

a. Within 30 days of University's receipt of a timely and proper request for arbitration, the parties will either mutually agree to an arbitrator or jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, who are current members of the National Academy of Arbitrators, for resolution of the grievance. Any filing fee will be shared by the parties.

b. Within fourteen (14) days of the receipt of the Panel list, the parties will alternately strike an equal number of names until only one arbitrator remains. The remaining arbitrator will be the chosen arbitrator to hear the case. If the issue to be heard is a discipline case, the University will strike the first name. If the issue to be heard is over the interpretation and application of the agreement (non-disciplinary), AFSCME or the Grievant shall strike the first name.

4. Arbitration hearings shall be held at times and locations 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. If agreement cannot be reached, the arbitration shall be held in the city of the campus where the employee works.

5. Arbitrability. Where applicable, issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s).

6. Burden of Proof. In all grievances except disciplinary grievances, the burden of proof shall be on the employee. In disciplinary grievances, the burden of proof shall be on the University.

7. The arbitrator may fashion an appropriate remedy to resolve the grievance and the decision shall be final and binding on the University, AFSCME, the grievant(s), and the employees, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Section 682.13, Florida Statutes. For purposes of venue in any judicial review of an arbitrator's decision issued under this Agreement, the parties agree that such an appeal shall be filed in the courts in Hillsborough County, Florida, unless both parties specifically agree otherwise in a particular instance. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

a. The arbitrator shall endeavor to issue his/her decision not later than sixty (60) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

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

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

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

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

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

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

c. Which have the effect of restricting the discretion of a Chief Administrative Officer as otherwise granted by law or the University Regulations unless such authority is modified by this Agreement; or

d. That are based solely upon a university past practice or policy unless such university practice or policy is contrary to law, the University Regulations or this Agreement.

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

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

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

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

10. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a court reporter to record the proceedings and shall be solely responsible for the appearance fees of the court reporter and the cost of any transcripts of the proceedings which that party may order. The requesting party shall, at its expense, photocopy the copy of the transcript received from the reporter and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.

6.4 Time Limits.

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

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

C. Claims of either an untimely filing or untimely appeal shall be made at the Step in question.

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

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

F. A grievance which has been filed at Step 3 and on which no action has been taken by the Grievant or AFSCME for forty-five (45) days, shall be deemed withdrawn, resolved in accordance with the decision issued at the prior Step and the matter is deemed to be non-arbitrable.

6.5 Exceptions.

A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit AFSCME or an employee to process a grievance (1) in behalf of any employee without his/her consent, or (2) with respect to any matter which is at the same time the subject of an

action which has been filed by a grievant in any other forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2002e et seq.

B. An employee who has not attained regular (permanent) status can file only non-disciplinary grievances under this Agreement, which may be processed only at Step 1 without further appeal.

Article 7

Just Cause and Disciplinary Actions

7.1 Policy. The University and AFSCME endorse the principle of progressive discipline. The purpose of this article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. If supervisors have reason to reprimand or otherwise discipline an employee, they shall do so respectfully and to the extent practicable in a private manner so as to avoid embarrassment. The employee's signature on the reprimand only indicates that the employee received a copy of the reprimand and not necessarily that the employee agrees with it.

7.2 Just Cause. Disciplinary actions administered to regular (permanent) status employees may be taken only for just cause. Just cause shall be defined as: Incompetence or Misconduct.

7.3 Grievability.

A. Suspensions, involuntary demotions, or involuntary reductions in base pay, and terminations administered to regular (permanent) status employees

are subject to Article 6, Grievance Procedure. A grievance filed for a disciplinary action taken as a result of alleged actions of an employee outside of the workplace may be placed on hold pending the outcome of any related legal proceedings for a period not to exceed six (6) months.

B. Oral reprimands shall have no impact upon the substantial interest of the employee other than as a first step in progressive discipline. Oral reprimands shall not be grievable under the provisions of this Agreement. Documentation of an oral reprimand shall be limited to date of the reprimand and the subject of the reprimand. 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 subsequent to the reprimand. Such oral reprimands shall be placed in a sealed envelope and marked "Expired" in accordance with Section 7.3(B) any time after that one (1) year period upon written request of the employee.

C. Written reprimands shall be subject to the grievance procedure in Article 6 but only through Step 2. If the written reprimand involves a substantial interest, the employee may grieve under the full provisions of the grievance procedure in Article 6 within thirty (30) days of the date on which the employee knew or reasonably should have known of the event creating the substantial interest. Written reprimands shall not be used in later disciplinary actions against an employee if the employee has maintained a discipline-free work record for at least the subsequent two (2) consecutive years. Such written reprimands shall be placed in a sealed envelope and marked "Expired" in accordance with Section 7.3(C)" any time after that two (2) year period upon written request of the employee.

D. The University's policies and procedures, or disciplinary guidelines are not grievable except to the

extent that they are allegedly applied arbitrarily and capriciously.

7.4 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 predetermination conferences.

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

7.5 Disciplinary Entries in Personnel Files.
An employee shall be furnished with a copy of disciplinary entries placed in the employee's official personnel file and shall be permitted to respond in writing, and a copy of the response shall be placed in the employee's personnel file.

Article 8

Layoffs and Recall

8.1 Layoffs.

A. When an employee is to be laid off, the University shall implement such layoff in accordance with University Regulation 10.211 (2)(a) – (i) and this Article. When circumstances permit, the University shall notify the local AFSCME President at least thirty (30) days in advance of a layoff. A permanent status staff employee will not be laid off if there are nonpermanent staff employees in comparable positions in the layoff unit. Those employees will be retained who, in the

judgment of the CAO, will best contribute to the mission and purpose of the USF System when taking into account the employee's length of continuous satisfactory service to the USF System and other appropriate factors.

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 laid off employees within the University.

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.

8.2 Designation of Layoff Unit

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

8.3 Layoff Rights
Employees without regular (permanent) status in any class, and employees appointed to a position which has been designated as time-limited, do not have layoff rights.

8.4 Retention Points Calculation

A. Within the layoff unit, employees with regular (permanent) status in the affected class will be ranked on a layoff list based on retention points derived from length of service and evaluations. Employees who work less than full-time will have their retention points determined in proportion to the time worked. Layoff rights extend only to employees who meet the specific qualifications and equivalent FTE of the position, regardless of their placement on the layoff list.

B. When calculating retention points for regular (permanent) status employees to determine order of layoff and recall, the following criteria are applied:

i. One point is granted for each month of continuous employment as Staff (formerly USPS) and includes service in the Career Service if employed in the State University System (SUS) on or before June 30, 1986.

ii. One point is granted for each month of employment when the employee was meeting performance standards (e.g., Satisfactory, Meets Performance Standards, Effective, or Achieves), 1 ½ points are granted for each month of employment when the employee had an overall rating of Above Satisfactory or Commendable, and two points are granted for each month of employment when the employee had overall performance ratings at the exemplary level (e.g., Exemplary, Outstanding, Exceeds).

iii. Any period of leave for active military service in accordance with Chapter 115, F.S., counts as continuous employment and is considered at the same level of performance as when the employee was previously evaluated.

iv. Any period of employment prior to July 1, 1996, not covered by an evaluation is considered to be meeting performance standards. On or after July 1, 1996, any period of employment not covered by an evaluation is considered to be the same as the prior evaluation rating.

v. Unless in violation of law, no retention points are granted for any month in which the employee was not on the payroll. Employees who work less than full time will have their retention points determined in proportion to the time worked.

C. After totaling the retention points, layoff shall be in order, beginning with the employee with the fewest points.

D. When two or more employees have the same total retention points, preference for retention shall follow the order of:

i. The longest University employment in the class;
ii. The longest State University System (SUS) service;
iii. Veterans' preference; and
iv. As determined by the CAO/designee.

8.5 Recall. Laid off employees shall be recalled in accordance with the University Regulation 10.211 (2)(a) – (i). When a vacant position exists at the University in the same class in which the employee was laid off, the

employee who has been laid off and who is not otherwise employed in an equivalent position shall be offered re-employment if the employee meets the special qualifications and relevant experience required for the vacant position. If the employee held regular (permanent) status in the class at the time of the layoff, the re-employment shall be with regular (permanent) status and the total retention points computed at the time of the layoff shall be restored to the employee.

Article 9

Reassignment and Transfer

9.1 Voluntary Reassignment.

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

B. All employees who were interviewed shall be notified of the University's decision.

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

9.2 Involuntary or Administrative Reassignment.

A. Nothing contained in this Agreement shall be construed to prevent the University, at its discretion, from effecting an administrative reassignment of any employee according to the needs of the University and in each case, the University will take into consideration the needs and circumstances of the employee prior to taking such action.

B. Whenever possible, prior to an administrative reassignment the position may be offered to a voluntary reassignment. In these cases, if no one volunteers, the position shall be filled by an employee who meets the necessary qualifications of the position.

C. Notice. An employee shall be given a minimum of fourteen (14) days notice prior to the University reassigning the employee. The parties agree, however, that the notice period shall not be required during an emergency or in other extraordinary conditions.

D. Employees who are administratively reassigned shall ordinarily not suffer a cut in pay.

9.3 Transfer.

A. A transfer is the appointment of an employee from one geographic work location of the University to a different geographic work location of the University in excess of 50 miles from the employee's current work location.

B. Prior to a transfer, the position shall be offered to a voluntary transfer. If no one volunteers, the position shall be filled by an employee who meets the necessary qualifications of the position.

C. Notice. The University shall make a good faith effort to give a minimum of thirty (30) days notice prior to the University transferring the employee. The parties agree, however, that these notice requirements shall not be required during an emergency or in other extraordinary conditions.

D. Employees who are transferred shall not ordinarily suffer a cut in pay.

Article 10

Method of Filling Vacancies

10.1 Filling Vacancies.

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, the 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 University service, performance evaluation, 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 Staff and should be based on the relative merit and fitness of the applicants.

10.2 Procedures.

A. Employees who have attained regular (permanent) status in their current class shall be eligible for the provisions of this Article.

B. Except where a vacant position is filled by demotion, change in assignment to a different position in

the same class or in a different class having the same pay range maximum, or internal promotion, the University shall interview at least two of its employees who are eligible under this Section and who have met the advertised requirements for the position, provided at least two have applied. If only one such employee applies, the employee shall be interviewed.

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

Article 11

Classification Review

11.1 Classification Changes. When the University determines that a revision of a class specification for positions covered by this agreement is needed, and such revision affects the collective bargaining unit designation, it shall notify AFSCME in writing of the proposed change. AFSCME shall notify the University, in writing, within twenty one (21) days of receipt of the proposed changes, of any comments it has concerning the proposed changes and/or of its desire to schedule a consultation to discuss the proposed changes.

11.2 Position Description. Each position shall have an accurate position description. Employees shall be given an opportunity to review and receive a copy of their position description.

11.3 Work in a Higher Classification. An employee who is designated by the appropriate supervisor to perform temporarily a major portion of duties of a position in a higher classification than the employee's current classification shall be eligible for a pay increase for the

period of time such duties are assigned, provided that such duties are performed for a period of more than twenty-two (22) workdays within any six (6) consecutive months.

11.4 Review of Assigned Duties. When an employee alleges that regularly assigned duties constituting a significant portion of the employee's work time are duties not included in the employee's position description or the class specification to which the position is assigned, the employee may request a classification review by Human Resources, who shall render their decision within thirty (30) days. If the classification review meeting results in a reclassification, any pay adjustment shall be effective on the date of that decision. Shortage of funds shall not be used as the basis for refusing to reclassify the position.

Article 12

Personnel Records

12.1 Use of Personnel Files.

A. There shall be only one official personnel file for each employee, which shall be maintained in the central Human Resources Office of the University unless a different location is approved by the Chief Administrative Officer. Duplicate personnel files may be established and maintained within the University. Such duplicate personnel files may contain part of all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file.

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

therein. A copy of all performance-evaluative material placed in the employee's official personnel file shall be provided to the employee upon request.

12.2 Contents of Personnel Files.

A. Information in an employee's official personnel file shall refer only to matters concerning or affecting the employee's job or related to his/her University employment.

B. Where the Chief Administrative Officer, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, such document will be removed from the official personnel file and duplicate personnel files. Should a document be determined to no longer be valid by the Chief Administrative Officer, the courts, an arbitrator, or other statutory authority, such document of the determination and a statement that it shall have no further consideration or bearing on future employment actions.

C. Expiration of Disciplinary Action. Upon the written request of the employee, documentation of an oral or written reprimand will be marked "EXPIRED" at the following times and under the following conditions (as used herein the term "EXPIRED" means the record of discipline shall be no longer be considered utilized, or have any effect for any future purposes whatsoever):

1. Oral Reprimands after one (1) year from the issuance, absent any further disciplinary action during that one (1) year period.

2. Written Reprimands after two (2) years from the issuance, absent any further disciplinary action during that two (2) year period.

D. Records of disciplinary action and University-related commendation 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.

Article 13

Health and Safety

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

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

13.3 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 employee's work area or another area on campus outside of the employee's normal 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 directly to the Division of Environmental Health and Safety. The University shall investigate the report and 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 well-being. Employees shall not suffer retaliation for reporting an unsafe or unhealthy working condition.

D. The University will not ordinarily require employees to continuously perform repetitive keyboard motions at a video display terminal for a period in excess of two (2) consecutive hours without an alternative work assignment or fifteen (15) minute rest period.

E. The University shall provide safety training as appropriate.

Article 14

Performance Evaluations

14.1 Procedure.

A. An employee shall ordinarily be evaluated by his/her immediate supervisor who shall be held accountable for such evaluation. The evaluation may be reviewed but shall not be changed by a higher level administrator. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the person appointed by the chief administrative officer. The evaluator is primarily responsible for the timely evaluation of the employee.

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

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

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

E. Signing the performance evaluation indicates only that the employee has received a copy of the document and does not indicate that the employee agrees to it.

14.2 Failure to Meet Performance Standards.

A. Where an employee who has attained regular (permanent) status in the class does not meet performance standards, 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.

C. The employee may be removed from his/her class no sooner than sixty (60) days after receipt of the improvement plan if adequate improvement in performance is not made. The University will not dismiss an employee with regular (permanent) status without first considering change in assignment or

demotion options, typically within the employee's college/division.

D. The employee may apply for other positions at the University during the performance improvement plan period.

14.3 Grievability. Performance evaluations shall be subject to Article 6, Grievance Procedure, to the extent provided in this Section:

A. An employee with regular (permanent) status in the class who receives a performance evaluation of not meeting performance standards may grieve the evaluation but only through Step 2. The review of the grievance shall be solely to determine whether the performance evaluation was done in an arbitrary or capricious manner. Grievance reviewers shall not substitute their judgments regarding an employee's performance for that of the evaluator.

B. An employee with regular (permanent) status in the class who is demoted or dismissed for an evaluation of not meeting performance standards may grieve the demotion or dismissal pursuant to the provisions of Section 7.3A.

14.4 Performance Standards.

A. Performance standards and expectations should be clearly communicated to an employee at the time of the appointment to the position and as they change thereafter. Such performance standards and expectations shall not be subject to Article 6, Grievance.

Article 15

Hours of Work

15.1 Workday/Workweek.

A. The normal workweek for each full-time employee shall be forty (40) hours.

B. The University retains the right to schedule its employees; however, the University will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

15.2 Overtime.

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

B. Work beyond the normal workweek shall be recognized in accordance with the provisions of University Regulation 10.203 and the Fair Labor Standards Act.

C. Upon agreement of the employee and the University, non-exempt employees shall receive either compensatory leave or cash payment for overtime. If agreement cannot be reached, the University shall make cash payment for overtime worked.

15.3 Work Schedules.

A. Where rotations are being made in the employee's regular work schedule, the new shift, workdays, and hours, will be posted no less than twelve (12) days in advance, and will reflect at least a two (2) workweek schedule; however, the University will make a good faith effort to reflect a one (1) month schedule. With prior written notification of at least three (3) workdays to the employee's immediate supervisor,

employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is not approved.

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 two (2) shifts 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 be given a minimum of twelve (12) working day notice, in writing, of the proposed change. Additionally, when the change occurs, the employee shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment.

D. When making changes in shift assignments, the University may take into consideration appropriate factors, including, but not limited to, lengths of continuous University service, performance evaluations, relevant work experiences, qualifications, and operational needs.

15.4 Rest Periods.

A. No supervisor shall unreasonably deny an employee a fifteen (15) minute rest period during each four (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have

a work location assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his/her work location. In those cases, it is recognized that the employee can "rest" while the employee remains at his/her work location.

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

Article 16

On-Call and Call-Back

16.1 On-Call Assignment.

A. "On-call" assignment shall be defined as any time when an employee is instructed in writing by management to remain available to work during an off-duty period. An employee who is so instructed shall be required to leave word where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties.

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

16.2 On-Call Payment.

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

B. When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar ($1.00) per hour for each hour such employee is required to be on-call.

C. An employee who is required to be on-call on a Saturday, Sunday, or University holiday will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the University's hourly minimum for the employee's classification for each hour such employee is required to be available.

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

16.3 Call-Back. If an employee is called back to perform work beyond the employee's scheduled hours of work for that day, the employee shall be credited with the greater of the actual time worked, including time to and from the employee's home to the assigned work location, or two (2) hours.

Article 17

Leaves of Absence/Holidays

17.1 Leaves. Employees may be granted leaves of absence as provided in University Regulation USF 10.203.

17.2 Leave to Supplement Workers Compensation Benefits. An employee is eligible to use paid leave to supplement Workers Compensation benefits in accordance with University Regulation USF 10.203 (19).

Article 18

Learning Opportunities

18.1 The University and AFSCME recognize the importance of employee career development in order to provide for employee training which will improve competencies and productivity.

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

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

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

F. The University shall provide employees with appropriate in-service training in new technology,

systems, equipment and business practices where the employee is required to use such in their current positions, except where such competencies are a requirement for entry into the position.

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

18.2 Employee Tuition Program. The University will accommodate employees seeking to take courses under the University's Employee Tuition Program, including providing flexible work schedules to accommodate such course enrollment whenever practicable. After a full-time employee has successfully completed his/her 6 month initial probationary period, the employee shall be allowed to enroll in up to 6 credit hours per semester of tuition fee waiver courses in accordance with the University's Employee Tuition Program.

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

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

18.5 The University agrees to appoint a system wide committee to explore the subject of tuition assistance for spouses and children of bargaining unit members. AFSCME Local 3342 shall be given membership on this committee.

Article 19

Contracting Out

19.1 Prior to issuing a request for proposal or bid (such as, but not limited to RFP or ITN) for contracting-out work which will result in the layoff of employees, the University will notify the local AFSCME president. The local AFSCME president may then discuss the impact of the proposed contracting-out on affected employees by scheduling a consultation with the Chief Administrative Officer within ten (10) days of receiving the notice.

19.2 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 (permanent) status for a period of 120 days after the start of the contract with equivalent pay and health-care insurance, subject to termination during this period only for just cause, and provide reasonable training during this period to increase the employee's opportunity for employment beyond the 120 days; and,

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

19.3 The University shall not ordinarily contract-out work which will result in the layoff of employees where the results of a request for proposal or bid do not indicate a cost savings to the University during the term of the proposed contract.

19.4 The affected employees, in consultation with the local AFSCME president, may submit a proposal in response to the University's request for proposals or bid.

Such proposal shall be submitted in the form and manner as required for all proposers.

19.5 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 affected employees.

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

Article 20

AFSCME Deductions

20.1 Deductions and Remittance.

A. 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 University, and make other deductions from employee's pay for those employees who individually make such request on the deduction authorization form provided by AFSCME included as Appendix B. Employee transfers or promotions within the bargaining unit shall not require the submission of new forms.

B. The dues and other authorized deductions shall be made on the employee's regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues and other authorized deductions shall be remitted by the University to the AFSCME State Office within thirty (30) days after

the deductions are made, or as soon thereafter as possible. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee had previously submitted a deductions authorization form.

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

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

20.3 Termination of Deduction. The University's responsibility for deducting dues and other authorized deductions shall terminate automatically upon either: (1) thirty (30) days written notice from the employee to the University's Human Resources Office revoking that employee's prior deduction authorization, (2) the termination of employment, or (3) the transfer, promotion, or demotion of the employee out of the bargaining units.

20.4 Indemnification. AFSCME shall indemnify, defend, and hold the Board, 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 Board, 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 and twenty (120) days of the occurrence.

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

Article 21

Wages

21.1 Market Salary Adjustments – 2014/2015

A. The University will provide a three percent (3%) increase to each eligible employee's base salary in accordance with the criteria below.

B. Eligibility: Eligible employees are defined as:

1. All employees other than those who have a current "Needs Improvement" or
"Unsatisfactory" on their evaluation of record as of the pay period prior to the effective date of the increase; and

2. The employee must have been employed at USF in an established position on or before June 30, 2014 and continuously employed in an established position at the time this increase is implemented in accordance with 21.1(C).

C. Payment.
The three percent increase to each eligible employee's base salary shall be granted effective January 2, 2015 or within sixty days of ratification of this Agreement by both parties, if ratification occurs after December 5, 2014.

Article 22

Benefits

22.1 Current Employees.

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

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

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

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

3. Neither the fact of an employee's participation in an EAP, nor information generated by participation in the program, shall be used as a reason for discipline under Article 7, or as evidence of a performance deficiency within the evaluation process referenced in Article 14, except for information relating to an employee's failure to participate in the EAP consistent with the terms to which the employee and the University have agreed.

C. Child Care Programs. The University will make available information to employees about University child care programs.

22.2 Retired Employees.

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

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

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

1. Use of University recreational facilities;
2. A University parking decal; and
3. Course enrollment of retired employees sixty (60) years or older who meet Florida residency requirements, without payment of fees, on a space available basis, in accordance with Section 1009.26(4), Florida Statutes.

Article 23

No Strike

23.1 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 447.505, 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.

23.2 Remedies.

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

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

Article 24

Prevailing Rights

All pay and benefits provisions published in the University's Employment Regulations which are not specifically provided for or modified by this Agreement or

by the Legislature shall be in effect during the term of this Agreement.
Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by the University's Employment Regulations or other appropriate administrative or judicial remedy.

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 at 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.

Article 26

Savings Clause

26.1 If any provision of this Agreement is in conflict with State or federal laws or regulations by reason of any court action or existing or subsequently enacted legislation, or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 447.309(3), Florida Statutes, then such provision shall not be applicable, performed, or enforced, but the remaining parts or provisions of this Agreement shall remain in full force and effect for the term of this Agreement.

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.

26.3 If a provision of this Agreement is rendered invalid, as specified above, the parties shall meet and bargain for the purpose of renegotiating that provision.

Article 27

Duration

27.1 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 June, 2017. Wages and up to two (2) articles per side shall be subject to renegotiations in year two 2015/2016 and in year three 2016/2017 of this Agreement.

Renegotiations shall begin no later than October 1 of each respective year.

B. Negotiations for a successor Agreement shall begin no later than January 1, 2017. 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.

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

Article 28

Drug Testing

28.1 The University agrees to consult with AFSCME prior to implementing any new drug testing requirements for employees.

28.2 An employee directed to submit to a drug test based on reasonable suspicion may confer with the AFSCME Employee Representative provided that it does not unreasonably delay the testing process.

Article 29

Workers' Compensation

29.1 Policy.
The University shall provide employees who have a work-related illness or injury benefits as defined under USF Regulation 10.203.

29.2 Light Duty or Modified Job.
The department may modify the job functions to provide light duty assignment for the employee. If appropriate duties cannot be found within the employee's department, a temporary work assignment will be sought within the University.

Article 30

Uniforms

30.1 Employees required to wear uniforms shall have them supplied to them by the University at no cost to the employee, except as noted in this article.

30.2 Uniforms issued will be the property of the University and will be returned (as University property) upon an employee's separation from the position requiring a uniform.

30.3 Where advisory committees are used to recommend the selection of uniforms, at least one employee from the division and/or department that will be required to wear the uniform will serve on that advisory committee.

30.4 Employees reserve the right to opt for an approved alternative fabric for the uniform selected, if available. If there is a difference in cost between the selected fabric

and an approved alternative fabric, the employee will be responsible for the difference in costs.

30.5 Required uniforms will be replaced at no cost to the employee, except as noted in Section 30.4 of this article, in accordance with a regular schedule determined by the University. When the University determines that uniforms need repair or replacement, such repair or replacement will be at no cost to the employee, except as noted in this article, as long as there is no evidence of negligence or misuse. Requests for replacement or repair of uniforms should be addressed in a timely fashion and not unreasonably denied.

30.6 The particular style of the uniform will be determined by the University in accordance with the specific functions, safety considerations, and customer service requirements of the position. The employee's safety, comfort, and Florida climate will be taken into consideration during the selection process. When appropriate to the function, practicable and safe, employees may choose between long pants, skirts, or shorts (if available from the vendor). Any cost differential from the standard uniform selected by the University will be assumed by the employee.

30.7 University-issued uniforms will be worn only when performing University-approved services and when executing assigned job duties. Employees are allowed to wear uniforms during normal commute to and from work, rest periods and lunch breaks. Employees may also wear uniforms while attending sanctioned on-campus events/classes.

IN WITNESS THEREOF, the parties have set their signature this 12th day of November 2014.

FOR THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES

Judy Genshaft
President

John Dickinson
Chief Negotiator

John Dickinson
Kofi Glover
Liz Gierbolini
Trudie Frecker
Angela Mason

AFSCME

Hector Ramos
Chief Negotiator/Regional Director

Susie Shannon
President

Hector Ramos
Susan Shannon
Michael D. Williams
Maria Peas
Tina Van Zile

Appendix A

Classifications and Positions in the Bargaining Unit

CLASS CODE	CLASS TITLE
2200	Academic Program Specialist
3212	Accounting Assistant
3230	Accounting Specialist
2202	Administrative Clerk
2204	Administrative Specialist
1104	Admissions Evaluator
4764	Alumni Program Specialist
6563	Assistant Marine Captain
6552	Assistant Marine Engineer
2105	Associate Application Developer
1419	Benefits Representative
5033	Biological Scientist
3708	Biomedical Illustrator
3642	Biomedical Photographer
4601	Broadcast Engineering Technologist
3790	Broadcast Production/Pro. Assistant
3781	Broadcast Specialist
1116	Budget Planning Specialist
3231	Building & Security Assistant
3228	Building Access Technician
6484	Building Construction Inspector
4364	Building Systems Control Technician
6438	Cabinet Maker
8203	Campus Security Officer
3206	Cashier
5625	Certified Surgical Technician
5043	Chemist
2210	Client Services Assistant
2796	Collections Specialist
3732	Communications & Marketing Special.
5935	Community Outreach Caseworker
2064	Computer Hardware Repair Specialist
7230	Control/Alarm System Technician
1422	Copy Editor
6526	Custodial Worker
1115	Customer Service Associate Retail

2051	Desktop Support Technician
4714	Development Specialist
4335	Diagnostic Equipment Technologist
4345	Digital Court Reporter
6366	Driver/Courier
6444	Electrician
5009	Electron Microscope Manager
4362	Employee Services Coordinator
4326	Employment Specialist
1111	Enrollment Management Assistant
4274	Enrollment Management Specialist
1414	Environ Health & Safety Specialist
4320	Environ Health & Safety Supervisor
2205	Executive Administrative Specialist
1109	Financial Aid Assistant
1106	Financial Aid Specialist
2814	Fine Arts Production Specialist
3211	Fiscal & Business Assistant
3213	Fiscal & Business Specialist
4391	Geographic Info Systems Specialist
6394	Groundskeeper
3210	Head Cashier
5125	Health Physicist
6368	Heavy Equipment Operator
2051	Help Desk Systems Support Special.
6445	High Voltage Electrician
1112	Human Resources Assistant
4359	Human Resources Coordinator
1006	Human Resources Representative
5875	Human Services Program Specialist
3227	HVAC Controls Specialist
3208	HVAC Refrigeration Mechanic
2050	Info Technology Support Specialist
4344	Insurance Billing Supervisor
2209	Insurance Specialist
4762	Intellectual Property Specialist
6399	Irrigation Technician
1426	Laboratory Animal Supervisor
4712	Laboratory Animal Technician
6390	Laborer Supervisor

4275	Lead Enrollment Management Special
3238	Lead Media Resources Specialist
2036	Lead Telecom Technology Specialist
4339	Learning & Develo. Production Special
4303	Library Assistant
4304	Library Specialist
5599	Licensed Practical Nurse
3209	Mail Clerk
6374	Maintenance & Repair Worker
6466	Maintenance Technician
6556	Marine Chief Engineer
6561	Marine Cook/Deckhand
6556	Marine Engine Specialist
6554	Marine Vessel Services Coordinator
2206	Media Publishing Specialist
3726	Media Resources Specialist
3727	Media Technologist
5518	Medical Assistant
2198	Medical Education Program Specialist
5666	Medical Records Specialist
5032	Medical Technician
5602	Medical Technologist
3202	Mover
2053	Network & Server Support Specialist
4300	Office Equipment Technician
0716	Office Manager
4753	Operations Technician
5576	Ophthalmic Photographer
6426	Painter
8401	Parking Enforcement Specialist
4358	Payroll Assistant
3236	Payroll Specialist
4368	Pharmacy Technician
3201	Plant Maintenance Mechanic
3203	Plant Operator
6441	Plumber
8412	Police Communication Specialist
8413	Police Communication Supervisor
8411	Police Services Assistant
3232	Postal Services Representative

1306	Preschool Teaching Assistant
4356	Production Sales Associate
1423	Property Control Specialist
5578	Pulmonary Technician
0809	Purchasing Specialist
8700	Radiation Control Technician
3207	Receptionist
6405	Recreational/Facility Specialist
1429	Recycling Specialist
4608	Rehabilitation Engineering Technician
4705	Research Engineering Technologist
3199	Research Machinist
4706	Research Support Specialist
4715	Research Technician
4374	Retail Team Lead
4373	Senior Academic Program Specialist
3725	Senior Audio Visual Equip Operator
5045	Senior Chemist
5127	Senior Health Physicist
5035	Senior Biological Scientist
3645	Senior Biomedical Photographer
4338	Senior Broadcast Specialist
6527	Senior Custodial Worker
4382	Senior Desktop Support Technician
6395	Senior Groundskeeper
4763	Senior Intellectual Property Specialist
4713	Senior Laboratory Animal Technician
5598	Senior Licensed Practical Nurse
8402	Senior Parking Enforcement Special.
0815	Senior Purchasing Agent
3198	Senior Research Machinist
0921	Senior Shipping & Receiving Clerk
0918	Shipping and Receiving Clerk
2201	Staff Assistant
2199	Student Services Program Specialist
4282	Teaching Laboratory Specialist
2035	Telecom Technical Specialist
0261	Telephone System Operator
4393	Test Administrator
2211	Test Item Banker

3783	Traffic Specialist
1110	Training Support Specialist
6367	Transit Bus Driver
4371	Unit HR Coordinator
2054	User Applications Specialist
6540	Vehicle & Equipment Mechanic
6545	Vehicle Field Inspector
6584	Voice & Data Communication Special

Appendix B

American Federation of State, County, and Municipal Employees AFSCME Dues Authorization Form

I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received by the University membership dues and other authorized 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 (l) revoked by me at any time upon thirty days written notice to the University Human Resources Office; (2) my transfer or promotion out of an AFSCME represented bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

Signature_____

Date_____

_____ _____ _____
Printed Last Name Middle Initial First Name

_____
University

_____
Department or Work Location

_____
Job Title/Classification

_____ _____
Home Address - Street Home Phone

_____ _____
City, State Zip Ded. Code County Class Local
For AFSCME Use Only

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

This authorization shall continue until either (1) revoked by me at any time upon thirty (30) days written notice to the University Human Resources Office, and AFSCME; (2) my transfer or promotion out of an AFSCME bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

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

Date _____

Employee's Signature _____

_____ ____ _____
Printed Name (Last) (MI) (First)

Department _____

University_____

This grievance was received and filed with the University by (CHECK ONE):
_____ Mail (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR
_____ PERSONAL DELIVERY. *Personal Delivery requires signature of recipient.*

Received by _____
Date _____

University of South Florida

Board of Trustees - AFSCME

Appendix C

Grievance

GRIEVANT NAME:

_____

CAMPUS: _____

DEPT/DIV:

_____

OFFICE PHONE:

_____

STEWARD/AFSCME EMPLOYEE REPRESENTATIVE NAME:

_____

CAMPUS:

_____

DEPT/ DIV:

_____

OFFICE PHONE:

_____

OFFICE ADDRESS:

_____

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

STATEMENT OF GRIEVANCE -- must cite the specific Articles and Sections of the Agreement allegedly

violated and the specific acts or omissions giving rise to the allegations:

REMEDY SOUGHT:

(APPENDIX C continued)

III. AUTHORIZATION

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

____ AFSCME

_____

____ Myself

_____

____ Other

_____

I have read and understand Section 6.5A of the current Agreement between the University and AFSCME.

_____

Signature of

Grievant(s) Date

(The grievance will not be processed unless signed by the grievant.)

The Step 1 decision shall be transmitted to grievant's Steward/AFSCME Employee Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested, or by another method mutually agreed upon in writing.

This request should be sent to:

HUMAN RESOURCES
BOARD OF TRUSTEES, UNIVERSITY OF SOUTH FLORIDA
4202 E. Fowler Avenue, SVC 2172
Tampa, Florida 33620-6980

This grievance was received and filed with the University by (CHECK ONE):
_____ Mail (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR
_____ PERSONAL DELIVERY. *Personal Delivery requires signature of recipient.*

Received by _____
Date _____

Request for Review of Step 1 Decision

GRIEVANT NAME: _____

CAMPUS:_____

DEPT/DIV: _____

OFFICE PHONE: _____

AFSCME STAFF REPRESENTATIVE NAME:

_____

CAMPUS: _____

DEPT/ DIV:_____

OFFICE PHONE: _____

OFFICE ADDRESS: _____

All university communications should go to the grievant's AFSCME Staff Representative at the above address.

DATE OF STEP 1:_____

DECISION:_____

_____

_____

_____

APPENDIX D (Continued)

DATE STEP 1 DECISION WAS RECEIVED BY GRIEVANT'S STEWARD/AFSCME EMPLOYEE REPRESENTATIVE:

_____

Provisions of Agreement allegedly violated as specified at Step 1:

I hereby request that the Director of Employee and Labor Relations or representative review the decision made in connection with the attached grievance for the following reason(s):

REMEDY SOUGHT: _____

_____

_____

_____

Signature of Grievant(s) or AFSCME Representative and Date

I am represented in this grievance by (check one - representative should sign on appropriate line):

_____ AFSCME

_____

_____ Myself

_____

_____ Other

_____

A copy of the following documents must be attached to this Request at the time of its filing with the Director of Employee and Labor Relations or representative:

1. Appendix C - Original grievance form filed with the University.
2. Step 1 Decision, if issued by University.
3. All attachments to Step 1 Decision, as required in Section 6.3.

This request should be sent to:

HUMAN RESOURCES
BOARD OF TRUSTEES, UNIVERSITY OF SOUTH FLORIDA
4202 E. Fowler Avenue, SVC 2172
Tampa, Florida 33620-6980

The Step 2 decision shall be transmitted to grievant's AFSCME Staff Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested, or by another method mutually agreed upon in writing.

This grievance was received and filed with the University by (CHECK ONE):
_____ Mail (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR
_____ PERSONAL DELIVERY. *Personal Delivery requires signature of recipient.*

University of South Florida

Board of Trustees - AFSCME

Appendix E

Notice of Arbitration

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

NAME: _____

BOT FILE NO: _____

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

_____|___

Signature of AFSCME Representative or Grievant(s) and Date

Appendix E (Continued)

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

_____|____

Signature of Grievant(s) (if represented by AFSCME)

Date

(This request for arbitration will not be processed unless signed by grievant.)

This notice should be sent to:

OFFICE OF GENERAL COUNSEL
UNIVERSITY OF SOUTH FLORIDA
4202 E. Fowler Avenue, CGS 301
Tampa, FL 33620-4301