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Collective Bargaining  
Agreement

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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





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.

2.11 "University" means the University of South Florida Board of Trustees as established in Florida Statutes Title XLVIII, 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.





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 w

Article 5

AFSCME Activities

5.1



## 5.4 Printed Agreements. The

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

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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

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 8(r)-6(i)3(be)-12/73 0 Td [(3( i)- 8(r)-6(i)3(>3(n node-/gm(ov)-12 pen oo(i)3(op)-6(ov)-8( of)-13( t)-1-4]TJ -0.00004 Tc 0-13(he ))TJ 0 -1.157 12(y)16( )-1ve4(ns)-8( of)-.ielahe

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



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

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.

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  
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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



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

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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





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

### 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. 4 ( c

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 (

v. Unless in violation of law, no retention points are granted for any m-1(e)TJ 0 -1.1.11 <<.a\* [(gr)-oCh tMCIE4ain anyor a notent2(n(i)3(on)-12(3t)-1(2(i)3(nt)-1(s)-8( )-12 )-12(199)-(ev)-8(( l)3(ee

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

## 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

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 1 0

### Method of F illing 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.

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 applie

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 1 2

### 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.





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 1 4

### 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.

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 1 5

### 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,



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 1 6

### 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 work 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 son45 Td [(c)-1(x16(ee)-aA-12(')-9(s)-8( s)-8

Article 1 8



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.



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 2 0

### 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 2 1

### 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

## 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

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., public rooms, lending and research service); and
3. Placement on designated University mailing lists.

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

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

## Article 2 3

### 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



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 2 5

### 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 2 6

### 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 2 7

### 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 2 8

### 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.

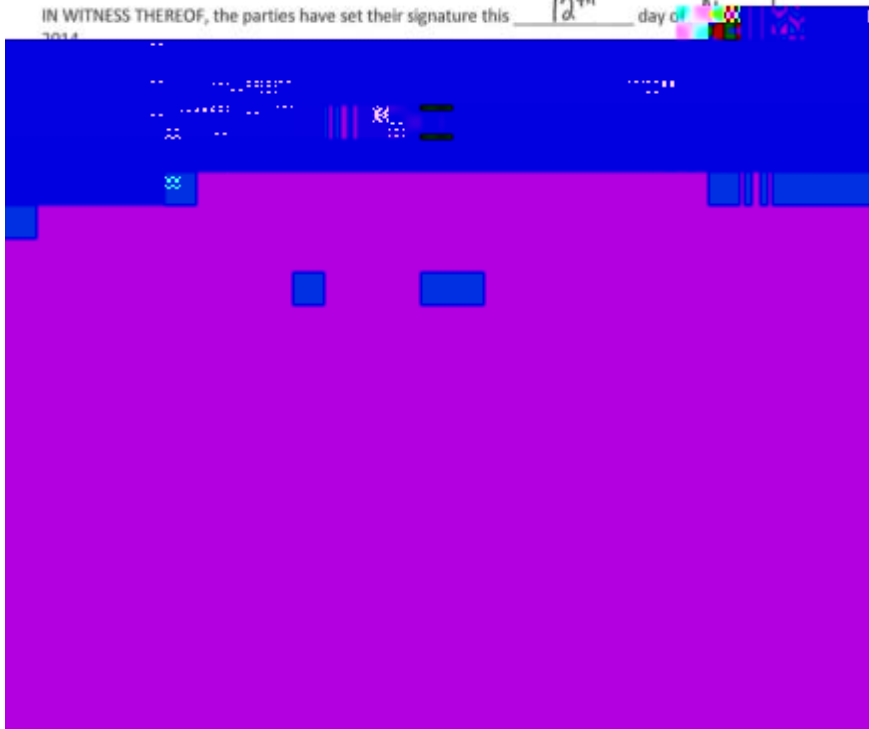
The University shall provide employees who have a work-related illness or injury benefits as defined under USF Regulation 10.203.

#### 29.2 Light Duty or Modified Job.

The department may modify the job functions to provide light duty assignment for the em



IN WITNESS THEREOF, the parties have set their signature this 12<sup>th</sup> day of  2014.



## 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	Bu Broadcast PuiTJ 0 Tc 0cd.157Dh(2100)An

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	

1306

Preschool Teaching Assistant

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

\_\_\_\_\_  
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 of South Florida by (CHECK ONE):

Mail (CIRCLE ONE: certified, registered or 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

APPENDIX D (Continued)

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

\_\_\_\_\_ 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 (CHECK ONE):

\_\_\_\_\_ Mail (CIRCLE ONE: certified, registered, restrict delivery, return receipt requested); OR  
\_\_\_\_\_ PERSONAL DELIVERY. Personal Delivery requires signature of recipient.



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