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Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 79

Occupations Represented
Multiple occupations represented

Bargaining Agency The Board of Regents, State University System of Florida

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1999 **EndYear** 2002

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Notes

Contact

Full text contract begins on following page.

COLLECTIVE BARGAINING AGREEMENT

Between

THE BOARD OF REGENTS
STATE UNIVERSITY SYSTEM OF FLORIDA

&

FLORIDA PUBLIC EMPLOYEES COUNCIL 79
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL
EMPLOYEES AFL-CIO

Administrative & Clerical Unit

Operational Services Unit

Human Services Unit

Professional Unit

1999-2002

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PREAMBLE

This Agreement is between the Board of Regents, State University System of Florida, hereinafter called the Board, 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 Board and AFSCME that the public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between State government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State government; and

WHEREAS, it is recognized by the Board and AFSCME that terms and conditions of employment of employees are contained in this Agreement and in the SUS

Employment Rules; and

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

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

ARTICLE 1 - RECOGNITION

1.1 Inclusions.

A. The Board hereby recognizes AFSCME as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the State University System Operational Services (Certification No. 730), Human Services (Certification No. 731), Professional (Certification No. 732), and Administrative and Clerical (Certification No. 733) bargaining units, as defined in the certifications issued on November 21, 1986, by the Florida Public Employees Relations Commission.

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

ARTICLE 2 - DEFINITIONS

The terms used in this Agreement are defined as follows:

- 2.1 "AFSCME Staff Representative" means an individual employed by AFSCME and designated by AFSCME to represent employees pursuant to this Agreement.
- 2.2 "Board of Regents" or "Board" means the body established in Chapter 240, Part II, Florida Statutes, acting directly or through its chief administrative officer, the Chancellor, or through its other employees in the Board of Regents Office.
- 2.3 "State University System" or "SUS" means the system of 10 State universities and the Board of Regents Office, as established in Chapter 240, Part II, Florida Statutes.
- 2.4 "Chancellor" means the chief administrative officer of the State University System or his/her representatives.
- 2.5 "Chief Administrative Officer" means the Chancellor for Board of Regents Office employees, or the President of a university for university employees; or their representatives.
- 2.6 "Days" means calendar days, excluding any day observed as a State holiday.
- 2.7 "Employee" means a member of a bargaining units described in Article 1.
- 2.8 "Steward/AFSCME Employee Representative" means an employee who has been designated by AFSCME to investigate grievances and to represent grievants in grievances which have been properly filed under Article 6 of this Agreement, when AFSCME has been selected as the employee's representative.
- 2.9 "Management Representative" means an individual designated to hear grievances on behalf of a university.
- 2.10 "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 appeal adverse action taken against the employee while serving in the class. Once attained in any USPS class, permanent status is retained throughout continuous employment in the USPS.
- 2.11 "Position" means a position in a classification included in A bargaining unit described in Article 1.
- 2.12 "President of Council 79" includes his/her representatives.
- 2.13 "University" means one of the ten universities in the State University System, or the Board of Regents Office.
- 2.14 "USPS" means the University Support Personnel System of the State University System.

ARTICLE 3 – RESERVED

ARTICLE 4 - NONDISCRIMINATION

4.1 Neither the Board nor AFSCME shall discriminate against any employee based upon race, color, sex, religion, national origin, age, veteran status, disability, or marital status, nor shall the Board or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, Florida Statutes.

4.2 Sexual harassment is a prohibited form of sex discrimination. In *Meritor Savings Bank v. Vinson*, 106 S.Ct. 2399 (1986), the United States Supreme Court defined sexual harassment (29 CFR 1604.11a) in the employment context as including: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

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

4.4 AFSCME agrees to support the universities' affirmative action efforts. University affirmative action efforts shall not be subject to review under the provisions of Article 6 (Grievance Procedure) .

4.5 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.

(Replaced by Article 5 in the 2000-2001 Supplement)

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 Chancellor. The Chancellor 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 shall annually furnish to the Board, no later than

July 1, a list of Stewards/AFSCME Employee Representatives, Local AFSCME Presidents, and AFSCME Staff representatives. This list shall include the social security number, class title, bargaining unit, and the name of employing university of each Steward/AFSCME Employee Representative and Local AFSCME President and the address and phone number of the AFSCME Staff Representatives. AFSCME shall notify the Board, in writing, of any changes to the Steward/AFSCME Employee Representative, Local AFSCME Presidents, and AFSCME Staff Representatives list within fourteen (14) days of implementation of such changes. The Board and universities will not recognize any person as a Steward/AFSCME Employee Representative, Local AFSCME President, or AFSCME Staff Representative whose name does not appear on the list.

B. The President of Council 79 shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with no more than ten (10) employees designated at any one university.

C. Each university shall annually furnish no later than July 1 a list of Step 1 management representatives by name, title, and campus mailing address to the local AFSCME president, unless there have been no changes in the list from the preceding year. The Board shall annually furnish no later than July 1 a list of Step 2 management representatives by name and title to the President of Council 79, 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 Presidents, 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. Each university may establish an account into which AFSCME may deposit funds that would be used to reimburse the university for services provided.

5.4 Printed Agreements. The Board will provide AFSCME a maximum of five thousand (5,000) 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 Rules and Agendas.

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

1. Agendas and minutes of the meetings of the Board of Regents; and
2. Board rules published under the Administrative Procedures Act.

B. The Board shall also provide AFSCME a computer account for purposes of accessing the State University System Personnel Employee Records System (SUPERS) file reflecting the annual salary increases provided to employees. Costs associated with AFSCME's use of such file shall be borne by AFSCME consistent with the costs charged others using the SUPERS.

C. Each university shall provide the Local AFSCME President with a copy of its personnel rules published under the Administrative Procedures Act.

D. At least 21 days prior to the adoption or amendment of any university personnel rule 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 rule, a brief explanation of the purpose and effect of the proposed rule, 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 rule is promulgated as an emergency rule under the provisions of Chapter 120.) 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 rule, however, AFSCME must request such consultation within 10 days of receipt of notice of the proposed rule revision.

5.7 Consultation.

A. Consultation with Chancellor. Meetings between the Chancellor and the Chancellor's representatives and up to eleven (11) representatives of AFSCME, or such other number as the parties may agree, shall be held, upon the advance request of either party, to discuss matters pertinent to the implementation or administration of this Agreement or any other mutually agreeable matters. Actions by the Board or its representatives affecting any other terms and conditions of employment of employees may also be raised in consultation. The meetings shall be held on a mutually convenient date in Tallahassee unless the parties agree to another location. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and

agree that such meetings shall not constitute or be used for the purpose of collective bargaining.

B. Consultation with Chief Administrative Officer. The Chief Administrative Officer on each campus shall meet with local AFSCME representatives to discuss matters pertinent to the implementation or administration of this Agreement, university actions affecting terms and conditions of employment unique to the university, or any other mutually agreeable matters. The meetings shall be held on a mutually convenient date. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement, however, such meetings shall not constitute or be used for the purpose of collective bargaining. When AFSCME is the party requesting a consultation, AFSCME shall notify the Director of Human Resources/Personnel Relations of the proposed consultation, who will notify the Chief Administrative Officer.

C. 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.

D. Written recommendations developed through university consultation meetings shall be submitted to the Chancellor and the President of Council 79.

5.8. Negotiations.

A. Parties and Location.

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

2. Although negotiating meetings shall normally be held in Tallahassee, the Board and AFSCME may agree to meet elsewhere at a State University System facility or other location which involves no rental cost to the Board.

B. AFSCME Committee. AFSCME shall designate in writing not more than eleven (11) employees to serve as its Negotiation Committee. The Committee shall consist of not more than one (1) employee from each 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 same university.

C. Negotiation Leave.

1. For each round of negotiations, each Committee member and alternate substituting for an absent Committee member shall be granted paid negotiation leave for the purpose of attending negotiating sessions with the Board.

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

3. The SUS shall not reimburse the Committee member or alternate for travel, meals, lodging, or any other expense incurred while on paid negotiation leave pay.

5.9 Leave for Negotiating and Other AFSCME Activities.

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

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

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 General Provisions.

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

B. "Grievance" means a dispute filed with the University's Management Representative ("Step 1"), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. The filing or pendency of any grievance under the provisions of this Article shall in no way impede or delay the right of the Board or university to take the action complained of; subject, however, to the final disposition of the grievance.

C. "Grievant" means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee. AFSCME may file a grievance in a dispute over a provision of this Agreement which confers rights upon AFSCME. A grievance which involves grievants at two or more universities may be initiated by AFSCME at Step 2.

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

F. The university and the Board 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. Appendices C and E must be signed by the grievant. One Appendix C, D or E may be filed in a grievance with more than one grievant, provided that the respective Appendix bears the signatures of all grievants. All grievance forms shall be dated when the grievance is received. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, an AFSCME representative may sign such forms for the grievant.

6.2 Representation.

A. A grievant who decides to use this grievance procedure shall, prior to the Step 1 meeting, choose whether to be represented by AFSCME. Where AFSCME representation is requested by an employee, the employee's grievance representative shall be selected by AFSCME from the list referenced in Section 5.2A, provided that the selection of an AFSCME President or Steward/AFSCME Employee Representative must be from the same local chapter as the grievant. AFSCME may reach agreement with the Chief Administrative Officer, and such agreement shall be binding on the employee.

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

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

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

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

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

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

6.3 Procedures.

A. Step 1.

1. The Management Representative shall schedule a meeting between the grievant, the grievant's Steward/AFSCME Employee Representative, grievant's supervisor, and any other appropriate individual no sooner than seven (7) days and no later than 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 Steward/AFSCME Employee Representative within thirty (30) days following the conclusion of the meeting, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision shall be sent to the grievant and to the Local AFSCME President if grievant elected not to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

2. Where practicable, the Management Representative shall make available to the grievant or grievant's Steward/AFSCME Employee Representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the 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 Steward/AFSCME Employee Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting.

B. Step 2.

1. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the Chancellor within thirty (30) days following receipt of the Step 1 decision by grievant's Steward/AFSCME Employee Representative. The Chancellor and grievant's AFSCME Staff Representative shall schedule a meeting in Tallahassee 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 Chancellor 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 the grievant and to AFSCME if the grievant elected not to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

C Step 3 -- Arbitration.

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

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

3. Selection of Arbitrator.

a. Within sixty days after ratification of this Agreement, the Board and AFSCME shall select an Arbitration Panel. The panel shall have eleven (11) members

who are mutually selected by the Board and AFSCME to serve for the term of this Agreement. If agreement is not reached on one or more of the arbitrators, the remaining arbitrators shall be selected by alternately striking from a list until the required number of names remains. The list shall be compiled by each party appointing an equal number of persons. The party to strike first shall be determined by the flip of a coin.

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

4. Arbitration hearings shall be held at times and locations agreed to by the Board and AFSCME, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration shall be held in the City of Tallahassee.

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

a. The arbitrator shall issue his/her decision not later than 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.

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

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

b. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, 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 Rules of the Board of Regents or university unless such authority is modified by this Agreement; or

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

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

a. The award shall not exceed the amount of pay the employee would

have earned at his/her regular rate of pay and shall not include overtime, on-call, or any other speculative compensation which might have been earned;

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

c. The award shall not be retroactive to 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.

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

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 State or Federal holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

6.5 Exceptions.

A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit AFSCME or an employee to process a grievance (1) in behalf of any employee without his/her consent, or (2) with respect to any matter which is at the same time the subject of an action which has been filed by a grievant in any other forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2002e et seq.

B. An employee who has not attained 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 Board and AFSCME endorse the principle of progressive discipline. The purpose of this article is to provide a prompt and equitable procedure for disciplinary action taken with just cause. Supervisors shall provide privacy to the extent practicable when administering reprimands or conducting disciplinary actions.

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

7.3 Grievability.

A. Suspensions, demotions, reductions in base pay, and terminations administered to permanent status employees are subject to Article 6, Grievance Procedure.

B. Oral reprimands shall not be grievable under the provisions of this Agreement. Records of oral 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 one (1) year, and such records shall be removed from the employee's personnel file 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. 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 two (2) consecutive years, and such written reprimands shall be removed from the employee's personnel file any time after that two (2) year period upon written request of the employee.

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

7.4 AFSCME Representation.

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

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 their official personnel file and shall be permitted to respond, and a copy of the response shall be placed in that 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 procedures contained in SUS Employment Rule 6C-5.955(2) and this Article. When circumstances permit, the university, or the Board in the case of Board employees, shall notify the local AFSCME President at least thirty (30) days in advance of a layoff.

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

C. The university, or the Board in the case of Board employees, shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid off employees. Such effort shall be made first within the university, or within the Board in the case of Board employees, and second within the State University System.

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 Recall. Laid off employees shall be recalled in accordance with the procedures contained in SUS Employment Rule 6C-5.955(2)(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 permanent status in the class at the time of the layoff, the re-employment shall be with permanent status and the total retention points computed at the time of the layoff shall be restored to the employee.

ARTICLE 9 - CHANGE IN ASSIGNMENT

9.1 Procedure.

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

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

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

D. Nothing contained in this Agreement shall be construed to prevent a university, at its discretion, from effecting the change in assignment of any employee according to the needs of the university and in each case, the university will take into consideration the needs and circumstances of the employee prior to taking such action.

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

ARTICLE 10 - METHOD OF FILLING VACANCIES

10.1 Policy.

A. The university shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification, position description, and in other documents describing the vacant position. The university shall also consider appropriate factors, including, but not limited to the applicant's length of USPS service, performance evaluations, work related awards and achievements, other relevant work experience, and education/training.

B. The filling of vacant positions should be used to provide career mobility within the USPS and should be based on the relative merit and fitness of the applicants.

10.2 Procedures.

A. Employees who have attained 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 Board 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 Board, in writing, within fifteen (15) days of receipt of the proposed changes, of any comments it has concerning the proposed changes or of its desire to discuss the proposed changes.

11.2 Position Description. Each employee shall be given an opportunity to review his/her position description, and the employee's signature shall acknowledge that such a review has been made by the incumbent and that the employee has received a copy of the current position description.

11.3 Work in a Higher Classification. An employee who is designated by the appropriate supervisor to perform temporarily a major portion of duties of a position in a higher classification than the employee's current classification shall be eligible for a pay increase for the period of time such duties are assigned, provided that such duties are performed for a period of more than twenty-two (22) workdays within any six (6) consecutive months.

11.4 Review of Assigned Duties. When an employee alleges that regularly assigned duties constituting a significant portion of the employee's work time are duties not included in the employee's position description or the class specification to which the position is assigned, the employee may request a review under the USPS complaint procedure set forth in SUS Rule 6C-5.950(3)(a). If the complaint review meeting results in a reclassification, any pay adjustment shall be effective on the date of that decision.

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 personnel office of the employing university unless a different location is approved by the Chief Administrative Officer. Duplicate personnel files may be established and maintained within a university. Such duplicate personnel files may contain part or 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 any derogatory material placed in the employee's official personnel file shall be sent to the employee.

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 State employment.

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

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

(Replaced by Article 13 in the 2000-2001 Supplement)

ARTICLE 13 - HEALTH AND SAFETY

13.1 Policy. The Board shall make every reasonable effort to provide employees a safe and healthy working environment. The Board and AFSCME agree to work cooperatively

toward reducing job-related injuries and Workers' Compensation costs by encouraging improved safety measures.

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

13.3 Employee Health and Safety.

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

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

C. When an employee believes an unsafe or unhealthy working condition exists in the work area, the employee shall immediately report the condition to the employee's supervisor. An employee may also report the condition to a university administrator at the next highest level or the university's safety officer. The university shall investigate the report and respond to the employee.

D. The universities 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.

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.

14.2 Failure to Meet Performance Standards.

A. Where an employee who has attained 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.

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

A. An employee with 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 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.

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 SUS Employment Rules and the Fair Labor Standards Act.

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

15.3 Work Schedules.

A. Where rotations are being made in the employee's regular work schedule, the new shift, workdays, and hours, will be posted no less than ten (10) days in advance, and will reflect at least a two (2) workweek schedule; however, the university will make a good faith effort to reflect a one (1) month schedule. 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 ten (10) working days notice, in writing, of the proposed change. Additionally, when the change occurs, the employee shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment.

15.4 Rest Periods.

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

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

ARTICLE 16 - ON-CALL AND CALL-BACK

16.1 On-Call Assignment.

A. "On-call" assignment shall be defined as any time when an employee is instructed in writing by management to remain available to work during an off-duty period. An employee who is so instructed shall be required to leave 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, a university may verbally instruct an employee to be on-call for a periods 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 State holiday will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the SUS hourly minimum for the employee's class for each hour such employee is required to be available.

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

E. If an employee's immediate supervisor who is covered by this Agreement

inappropriately instructs an employee that the employee is on-call, that supervisor may be held personally liable for reimbursing the university for any on-call fee which results from the inappropriate instruction.

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

ARTICLE 17 - LEAVES OF ABSENCE/HOLIDAYS

17.1 Leaves. Employees may be granted leaves of absence as provided in SUS Employment Rule 6C-5.920.

17.2 Leave to Supplement Workers= Compensation Benefits. An employee is eligible to use paid leave to supplement Workers= Compensation benefits in accordance with SUS Employment Rule 6C-5.920(16).

ARTICLE 18 - LEARNING OPPORTUNITIES

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

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

B. The universities 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 universities will also provide information to increase employee awareness of sexual harassment.

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

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

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

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

18.2 Tuition Free Course Program. Each university is encouraged to accommodate employees seeking to take courses under the tuition free course program referenced in SUS Employment Rule 6C-5.930, including providing flexible work schedules to accommodate such course enrollment whenever practicable.

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

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

18.5 Grievability. The Board 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.

ARTICLE 19 - CONTRACTING OUT

19.1 Prior to issuing a request for proposal for contracting-out work which will result in the layoff of employees, the university will notify the local AFSCME president. The local AFSCME president may then discuss the impact of the proposed contracting-out on affected employees by scheduling a consultation with the Chief Administrative Officer within ten (10) days of receiving the notice. The President of Council 79 may also request consultation with the Chancellor regarding the impact on affected employees of such contracting-out.

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 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 A university shall not ordinarily contract-out work which will result in the layoff of employees where the results of a Request For Proposals 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. 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. During the term of this Agreement, the universities will deduct AFSCME membership dues in an amount established by AFSCME and certified in writing by the President of Council 79 to the Board, 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 these bargaining units shall not require the submission of new forms.

B. The dues and other authorized deductions shall be made on the employee's regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues and other authorized deductions shall be remitted by the universities 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 Board in writing of any changes in its dues at least thirty (30) days prior to the effective date of such change.

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

20.3 Termination of Deduction. The university's responsibility for deducting dues and other authorized deductions shall terminate automatically upon either: (1) thirty (30) days written notice from the employee to the university human resources/personnel 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 these bargaining units.

20.4 Indemnification. AFSCME shall indemnify, defend, and hold the Board, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Board, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the

universities any funds received in accordance with this Article which are in excess of the amount of deductions which the Board has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the university within one hundred and twenty (120) days of the occurrence.

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

ARTICLE 21 – RESERVED

ARTICLE 22 – RESERVED

(Replaced by Article 23 in the 2000-2001 Supplement)

ARTICLE 23 - WAGES

23.1 Salary Increases. The salary increases described below were provided by the legislature in the 1999 Appropriations Act, following negotiations between the parties which resulted in impasse.

A. Each eligible employee shall receive a general salary increase of 2.8% to the employee's September 30, 1999, annual base rate of pay effective October 1, 1999.

B. If the increase described in Section 23.1A is less than \$1,000, each employee shall receive an additional increase which provides the employee a total annualized increase of \$1,000.

C. Part-time employees shall receive proportional increases.

23.2 Eligibility Criteria. Employees are eligible for the increases referenced in Section

23.1 above unless an employee has a current performance evaluation of not meeting performance standards/expectations in effect on the date of the general salary increase. The employee shall receive such increase when the employee attains at least an achieves, satisfactory, or meets performance standards evaluation prior to July 1, 2000. Such delayed increase shall be effective on the date of that performance evaluation and shall not be retroactive.

23.3 Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the Board or its representatives shall seek to have the contract or grant modified to permit such increases.

(Bargained but not changed in 2000-2001 supplement)

ARTICLE 24 - BENEFITS

24.1 Current Employees.

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

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

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

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

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

24.2 Retired Employees.

A. Employees who retire under the Florida Retirement System with at least ten (10) years service with the university 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 rules 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 240.235(3), Florida Statutes.

ARTICLE 25 - NO STRIKE

25.1 No Strike.

A. During the term of this Agreement, neither AFSCME nor its officers or agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a

slowdown, work stoppage, or strike; interfere with the work and statutory functions or obligations of the State; or engage in any other activities which are prohibited in Section 447.203(6), Florida Statutes.

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

25.2 Remedies.

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

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

ARTICLE 26 - PREVAILING RIGHTS

All pay and benefits provisions published in the SUS Employment Rules 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 SUS Employment Rules or other appropriate administrative or judicial remedy.

ARTICLE 27 - MANAGEMENT RIGHTS

AFSCME agrees that the Board has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its universities, 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 universities to direct their employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

ARTICLE 28 - TOTALITY OF AGREEMENT

28.1 Limitation. The Board and AFSCME acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present

demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the Board 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.

28.2 Obligation to Bargain. The Board 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.

28.3 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 29 - SAVINGS CLAUSE

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

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

ARTICLE 30 - DURATION

30.1 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, 2002, with the exception that the following shall be subject to renegotiation for the 2000-01 year:

1. Wages (Article 23); and
2. Benefits (Article 24); and
3. Up to two (2) additional articles chosen by each party. Such renegotiations shall begin no later than October 1, 1999.

B. Renegotiations for the 2001-2002 year shall begin no later than October 1, 2000, and shall include the following articles:

1. Wages (Article 23);

2. Benefits (Article 24) and
3. Up to two (2) additional articles chosen by each party.

C. Negotiations for a successor Agreement shall begin no later than October 1, 2001. In the event that the Board 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.

30.2. 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 Chancellor during the time of the declared emergency, provided that wages and benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above would apply only to those employees permanently or temporarily assigned to such areas.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties did set their signatures on the 16th day of July, 1999.

FOR THE BOARD OF REGENTS:

Dennis M. Ross, Chairman

Adam W. Herbert, Jr., Chancellor

Cynthia A. Beckwith, Chief Negotiator

FOR THE FLORIDA PUBLIC EMPLOYEES COUNCIL 79, AFSCME:

Jeanette Wynn, President

Alma Gonzalez-Neimeiser, Executive Director

Participants in the negotiating process for the BOR/SUS: Gloria Baragona, BOR; Steve Belcher, FGCU; Val Berry, FIU; Karen Cejka, BOR; Carmelesa Crosby-Harley, BOR; Trudie Frecker USF; Duane Fulkes, UCF; Robert Henley, FSU; Robin Kabat, FAU; Roberta Maddox, BOR; Emoryette McDonald, BOR; Cindy Medina, FIU; Wendy Morris, BOR; Bryan Pugh, BOR; Joseph Quimby, BOR; Carolyn Shackelford, FSU; Grace Ulla, FIU; Bob Willits, UF; and Nellie Woodruff, FAMU

Participants in the negotiating process for AFSCME: George Masten, Chief Negotiator; Linda Barge-Miles, AFSCME; Helen Burgess, AFSCME; Gary Desruisseaux, UWF; Kevin Frenzel, USF; Troy Kelly, FGCU; Mattel Mateo, FSU; Carrie Mitchell-Long, BOR; Deborah Ryan, UCF; Judine Scannell, USF; Michael Smith, UCF; Michael Temple, AFSCME; Greg Turner, FSU; Jesse Wolbert, UF; and James Woody, FAMU

APPENDIX A LIST OF AFSCME REPRESENTED CLASSES

The parties have agreed that the following classifications are included within the bargaining units indicated, and that this list may be amended by agreement of the parties or by order of the Florida Public Employees Relations Commission:

OPERATIONAL SERVICES, Certification No. 730:

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

CLASS CODE CLASS TITLE

2060 Computer Repair Technician
2064 Senior Computer Repair Technician
2754 Museum Preparator
3723 Audio-Visual Equipment Operator
3725 Senior Audio-Visual Equipment Operator
3781 Broadcast Specialist
3789 Television Camera Operator
3790 Broadcast Production/Program Assistant
4282 Teaching Laboratory Specialist
4600 Broadcast Engineering Technician
4605 Engineering Assistant
4609 Engineering Technician/Designer
5017 Laboratory Technician
5027 Senior Laboratory Technician
6203 Support Service Aide
6210 Chef
6212 Catering Specialist
6213 Food Service Worker
6226 Laundry Service Specialist
6227 Launderer
6306 Printing Assistant
6310 Printing Equipment Operator
6311 Senior Printing Equipment Operator
6312 Printing Production Supervisor
6321 Assistant Print Shop Manager
6330 HVAC Operator
6331 Senior HVAC Operator
6336 Treatment Plant Operator
6339 Senior Treatment Plant Operator
6366 Motor Vehicle Operator
6367 Senior Motor Vehicle Operator
6368 Heavy Equipment Operator

6369 Senior Heavy Equipment Operator
6371 Fire Equipment Mechanic
6374 Maintenance Support Worker
6389 Laborer
6394 Groundskeeper
6395 Senior Groundskeeper
6405 Recreational/Educational Facility Specialist
6423 Locksmith
6426 Painter
6432 Carpenter
6435 Roofer
6438 Cabinet Maker
6441 Plumber
6444 Electrician
6445 Senior Electrician
6447 Mason
6450 Steamfitter
6451 Refrigeration Mechanic
6452 Senior Refrigeration Mechanic
6453 Sheet Metal Worker
6456 Welder
6466 Maintenance Mechanic
6467 Maintenance Specialist
6468 Instrument Maker-Designer
6471 Piano Technician
6474 Sign Maker/Upholsterer
6483 Building Projects Specialist
6484 Building Construction Inspector
6486 Facilities Construction Specialist
6514 Scientific Glassblower
6516 Machinist
6520 Laboratory Machinist Specialist
6526 Custodial Worker
6527 Senior Custodial Worker
6530 Custodial Trainer
6539 Assistant Automotive Equipment Mechanic
6540 Automotive Equipment Mechanic
6552 Marine Mechanic
6556 Marine Engine Specialist
6561 Marine Assistant
6563 Assistant Marine Captain
7233 Electronic Technician
7234 Senior Electronic Technician
7401 Veterinary Hospital Technician
7404 Assistant Laboratory Animal Technician
7406 Laboratory Animal Technician

7407 Senior Laboratory Animal Technician
7417 Veterinary Care Technician
7425 Farrier
7520 Agricultural Assistant
7521 Senior Agricultural Assistant
8200 Security Guard
8401 Campus Parking Patroller
8402 Senior Campus Parking Patroller
8700 Radiation Control Technician
8826 Building Safety Inspector

HUMAN SERVICES, Certification No. 731:

All full time and part-time University Support Personnel System employees providing direct human service care, treatment, and rehabilitation to clients, patients, and/or students. Work is often performed in an institutional setting or an office or clinic.

CLASS CODE CLASS TITLE

0380 Extension Program Assistant
1306 Child Care Group Leader
1310 Vocational Trainer
1311 Senior Vocational Trainer
4142 Teacher's Aide
5505 Health Support Aide
5518 Health Support Technician
5521 Senior Health Support Technician
5523 Certified Radiologic Technologist
5557 Therapy Aide
5570 Ophthalmic Technologist
5578 Respiratory Care Technician
5599 Licensed Practical Nurse
5600 Senior Licensed Practical Nurse
5602 Medical Technologist
5603 Senior Medical Technologist
5625 Sterile Equipment Aide
5632 Dental Assistant
5641 Dental Hygienist
5644 Dental Technician
5647 Senior Dental Technician
5728 Community Youth Leader
5750 Behavioral Program Specialist
5751 Senior Behavioral Program Specialist

OTHER PROFESSIONAL, Certification No. 732:

All full-time and part-time University Support Personnel System employees occupying positions in classifications which meet the requirements of a "professional employee" as set forth in Section 447.203(13), Florida Statutes. Work is predominantly intellectual and

varied, rather than routine and manual, and involves the constant exercise of discretion and judgement. The training and experience requirements for professional employees typically require that they must have pursued a course of study in a particular field and have acquired advanced knowledge in that field, and their job duties typically require that they be capable of applying this professional expertise in the course of performing their work.

CLASS CODE CLASS TITLE

1322 Training Specialist
1328 Senior Training Specialist
1601 Collections/Loan Manager
2031 Telecommunications Specialist
2033 Telecommunications Technician
2035 Senior Telecommunications Specialist
2056 Computer Support Analyst
2111 Systems Programmer
2113 Senior Systems Programmer
2401 Grants Assistant
2709 Archaeologist
2731 Costumer
2757 Museum Artisan
2760 Museum Operations Specialist
2796 Archivist
2814 Fine Arts Production Specialist
3109 Statistician
3120 Senior Statistician
3603 Photographic Film Developer
3703 Graphic Artist
3708 Medical/Biological Illustrator
3726 Audio-Visual Specialist
3732 Information Specialist
3736 Senior Information Specialist
3783 Senior Broadcast Specialist
3805 Marketing Specialist
3810 Radio Sales Representative
3812 Radio Marketing Representative
3814 Radio Account Executive
3816 Senior Radio Account Executive
4245 Senior University Union Program Specialist
4274 Admissions/Registrar Officer
4275 Senior Admissions/Registrar Officer
4503 Landscape Designer
4601 Broadcast Engineering Technologist
4604 Senior Broadcast Engineering Technologist
4611 Research Engineering Support Specialist
4613 Senior Research Engineering Support Specialist

4627 Senior Engineering Technician/Designer
4630 Engineer
4633 Senior Engineer
4691 Construction Projects Specialist
5003 Electron Microscope Technician
5006 Senior Electron Microscope Technician
5009 Electron Microscope Manager
5033 Biological Scientist
5035 Senior Biological Scientist
5043 Chemist
5045 Senior Chemist
5083 Senior Teaching Laboratory Specialist
5110 Geologist
5121 Research Physicist
5123 Senior Research Physicist
5125 Health Physicist
5127 Senior Health Physicist
5562 Rehabilitation Specialist
5576 Ophthalmic Photographer
5592 Psychological Aide
5753 Interpreter for Individual with Hearing Impairment
5875 Human Services Program Specialist
5877 Senior Human Services Program Specialist
5934 Human Services Counselor
5940 Senior Human Services Counselor
6030 Health Educator
6033 Senior Health Educator
6582 Telecommunications Services Specialist
6584 Senior Telecommunications Services Specialist
6636 Pest Control Chemical Technician
6638 Senior Pest Control Chemical Technician
7421 Animal Anesthetist
7615 Forester
8710 Environmental Health & Safety Specialist
8724 Senior Environmental Health & Safety Specialist

ADMINISTRATIVE/CLERICAL, Certification No. 733:

All full-time and part-time University Support Personnel System employees whose work primarily involves the production, filing, distribution, and/or examination of documents or records. Employees in this unit share similar working conditions, most notably an office environment; work does not generally involve heavy physical labor and similar equipment is used, such as typewriters, telephones, and other office equipment.

CLASS CODE CLASS TITLE

0001 Clerical Aide
0003 Clerk

0004 Senior Clerk
0078 Clerk Typist
0090 Word Processing Operator
0093 Senior Word Processing Operator
0102 Secretary
0108 Senior Secretary
0114 Executive Secretary
0117 Senior Executive Secretary
0186 Cashier
0261 Telephone System Operator
0321 Instructional Facilities Scheduler
0705 Office Assistant
0710 Administrative Assistant
0715 Senior Administrative Assistant
0716 Office Manager
0809 Purchasing Agent
0815 Senior Purchasing Agent
0918 Storekeeper/Receiving Clerk
0921 Senior Storekeeper/Receiving Clerk
0939 Property Manager
0942 Senior Property Manager
1415 Fiscal Assistant
1418 Senior Fiscal Assistant
1712 Financial Assistance Counselor
2001 Data Processing Operator
2013 Data Processing Control Specialist
2020 Computer Operator
2023 Senior Computer Operator
2050 Computer Support Specialist
2052 Senior Computer Support Specialist
2101 Computer Programmer
2102 Computer Programmer Analyst
2103 Senior Computer Programmer Analyst
3615 Photographer
3633 Cinematographer/Videographer
3642 Scientific Photographer
3709 Art/Publications Production Specialist
3721 Senior Art/Publications Production Specialist
3751 Editorial Assistant
3754 Assistant Editor
3775 Broadcast Writer/Announcer
4206 Program Assistant
4243 University Union Program Specialist
4262 Financial Aid Officer
4264 Senior Financial Aid Officer
4303 Library Technical Assistant

4304 Senior Library Technical Assistant
5666 Medical Records Specialist
8203 Senior Security Guard
8410 Police Service Technician
8411 Senior Police Service Technician
8412 Police Communications Operator
8413 Senior Police Communications Operator

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 (or by the Board Office for its employees), 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 Board by AFSCME. Furthermore, I understand that such dues will be paid to AFSCME.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the university personnel 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.

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

Signature _____ Date _____
Social Security # _____

Name (Print) University (or Board of Regents)

Department or Work Location Job Classification

Home Address - Street Home Phone

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

(See page 2)

APPENDIX B (Continued)

I authorize the university to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received by

the university (or by the Board Office for its employees), 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 personnel 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 Board of Regents to release my Social Security number to AFSCME in reporting deductions.

Date Employee's Signature

Social Security Number Name - printed

Department University

STATE UNIVERSITY SYSTEM OF FLORIDA
Board of Regents-AFSCME
APPENDIX C
GRIEVANCE

GRIEVANT NAME: _____

UNIVERSITY: _____

DEPT/DIV: _____

OFFICE PHONE: _____

STEWARD/AFSCME EMPLOYEE REPRESENTATIVE
NAME: _____

UNIVERSITY: _____

DEPT/ DIV: _____

OFFICE PHONE: _____

OFFICE ADDRESS: _____

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

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 Board of Regents 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. A copy of this decision shall be sent to grievant and the local AFSCME Chapter if grievant elected not to be represented by AFSCME.

STATE UNIVERSITY SYSTEM OF FLORIDA
Board of Regents-AFSCME
APPENDIX D
REQUEST FOR REVIEW OF STEP 1 DECISION

GRIEVANT

NAME: _____

UNIVERSITY: _____

DEPT/DIV: _____

OFFICE PHONE: _____

AFSCME STAFF

REPRESENTATIVE NAME: _____

UNIVERSITY: _____

DEPT/ DIV: _____

OFFICE PHONE: _____

OFFICE ADDRESS: _____

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

DATE OF STEP 1 DECISION: _____

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

Provisions of Agreement allegedly violated as specified at Step 1:

APPENDIX D (Continued)

I hereby request that the Chancellor 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 Chancellor 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:

OFFICE OF HUMAN RESOURCES
BOARD OF REGENTS, STATE UNIVERSITY SYSTEM OF FLORIDA
325 W. Gaines St., Rm. 1614
Tallahassee, Florida 32399-1950

The Step 2 decision shall be transmitted to grievant's AFSCME Staff Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Copies of this decision shall be sent to grievant, the university Management Representative, and to the President of Council 79 if grievant elected not to be represented by AFSCME.

STATE UNIVERSITY SYSTEM OF FLORIDA
Board of Regents-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 Chancellor dated _____ and received by the President of Council 79/Grievant on _____ in this grievance of:

NAME: _____

BOR 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 Regents 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 HUMAN RESOURCES

BOARD OF REGENTS, STATE UNIVERSITY SYSTEM OF FLORIDA

325 W. Gaines St., Rm. 1614

Tallahassee, Florida 32399-1950