



AGENDA
THE UNIVERSITY OF WEST FLORIDA
SPECIAL BOARD OF TRUSTEES MEETING
August 19, 2021

University of West Florida
11000 University Pkwy. Pensacola, FL
The Alumni Room, Bldg. 12

To join this virtual public board meeting, please follow these Zoom Webinar instructions:
<https://uwf.zoom.us/j/83316991591?pwd=OGZ2RU9NcUlwZlNjbElyWjhvbldwZz09> Passcode: 003386

Call to Order/Roll Call. Suzanne Lewis, Chair

Chair’s Greeting Suzanne Lewis

Action Items:

1. Approval of Amendment 5 to Master Lease (#2722) Between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the UWF Board of Trustees
2. Approval of Statewide Mutual Aid Agreement
3. Ratification of the 2021-2024 UWF-Florida Police Benevolent Association, Inc. (PBA) Collective Bargaining Agreement
4. Ratification of the 2021-2024 UWF-American Federation of State, County and Municipal Employees Council 79 (AFSMCE) Collective Bargaining Agreement

Information Items:

Other Business:

Adjournment

Special UWF Board of Trustees Meeting

August 19, 2021

Issue: Amendment #5 to Master Lease (#2722) between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the UWF Board of Trustees

Proposed Action: Approval

Background Information:

Amendment #5 regarding Lease #2722, the main campus lease from the state via the Internal Improvement Trust Fund [IITF] of the State of Florida, was approved by the UWF Finance, Facilities & Operations Committee on August 19, 2021. This amendment is being presented to the full BOT for their approval.

This lease was entered into with the IITF when UWF became a university. Over the years, there were four other amendments to the lease as follows:

1. Added 30 acres from A.V.T. Investments, Inc. (8/18/2000)
2. Added acreage from the J.H. Baroco Foundation (11/3/2000)
3. Added acreage from the J.H. Baroco Foundation (3/23/2001)
4. Added Historic Pensacola, Inc. property to UWF holdings (12/22/2008)
5. Added 105.34 acres from UWF Foundation, Inc.-land swap (3/1/2011)

This fifth amendment added 105.35 acres of land to UWF's holdings and was a land swap with the UWF Foundation, Inc. On September 17, 2010, both the UWF Board of Trustees Finance, Administration, and Audit Committee and the full BOT approved the land swap. The location of this acreage is where nature trails and bike paths currently exist. A diagram of the acreage is attached as part of the fifth amendment to Lease #2722. In May 2020, the DEP Division of State Land's new bureau chief, in cleaning up records for the IITF Board, noted Amendment Five was not on file and needed to be signed. All other documents were on file with the IITF.

Per UWF Regulation BOT-10.02-06/18 *UWF Real Property Policy*, Section 5.0 requires the UWF Board of Trustees (BOT) to review any material real property transactions. This is brought to the BOT after a review by the university, particularly the University CFO, to ensure that the use of the land supports the mission, minimizes insurance risk, clarifies legal responsibilities, and avoids inappropriate use.

Recommendations: **Approve** Lease #2622 Amendment Five
Authorize the BOT chairman and UWF CFO/VP Finance & Administration to sign the lease.

Implementation Plan: Execute Lease #2622 and file with the IITF

Fiscal Implications: UWF BOT fiduciary oversight of university operations

Supporting document:

- Amendment Number Five to Lease Number 2722 (diagram of acreage included)

Prepared by:

Betsy Bowers, Vice President, Finance & Administration, 850-474-2210, bbowers@uwf.edu

Carolyn Eaton, Interim General Counsel, 850-857-6198, ceaton@uwf.edu

Presenters:

Betsy Bowers, Vice President, Finance & Administration, 850-474-2210, bbowers@uwf.edu

Carolyn Eaton, Interim General Counsel, 850-857-6198, ceaton@uwf.edu

This instrument prepared by:
Angel Granger
Department of Environmental Protection
Bureau of Public Administration
Division of State Lands
3900 Commonwealth Blvd. MS 130
Tallahassee, Florida 32399-3000
AID# 41685

ATL1
[60.58 (+/-) acres]

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

AMENDMENT NUMBER FIVE TO LEASE NUMBER 2722

THIS LEASE AMENDMENT is entered into this ____ day of _____, _____, by and between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as "LESSOR" and **THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES**, hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on January 22, 1974, LESSOR and LESSEE entered into Lease Number **2722** (the "lease"); and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased premises.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number **2722** is hereby amended to include the real property described in Exhibit "A" attached hereto and by reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number **2722**, except as amended, shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.
3. It is understood and agreed by LESSOR and LESSEE that this Amendment Number Five to Lease Number **2722** is hereby binding upon the parties hereto and their successors and assigns.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Lease Amendment to be executed on the day and year first above written.

WITNESSES:

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA**

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____

Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for
and on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida

Original Signature

Print/Type Name of Witness

“LESSOR”

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20___, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



DEP Attorney

05-08-2020

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

WITNESSES:

THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

(SEAL)

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BY: _____
Suzanne Lewis, Chairman

“LESSEE”

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20____, by Suzanne Lewis, as Chairman, for and on behalf of The University of West Florida Board of Trustees. She is personally known to me or has produced _____, as identification.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

Exhibit "A"

Parcel 1-A

A parcel of land lying and being in Section 25, Township 1 North, Range 30 West, Escambia County Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 24, Township 1 North, Range 30 West; thence South 87°03'36" East along the North line of said Section 24 for 2179.01 feet for the Point of Beginning; thence continue South 87°03'36" East for 456.42 feet; thence South 07°52'51" East for 2050.01 feet to the Northerly right-of-way line of a Gulf Power Company 100 foot road right-of-way; thence South 61°28'13" West along said right-of-way for 479.08 feet; thence North 07°52'51" West for 2304.65 feet to the Point of Beginning.

AND

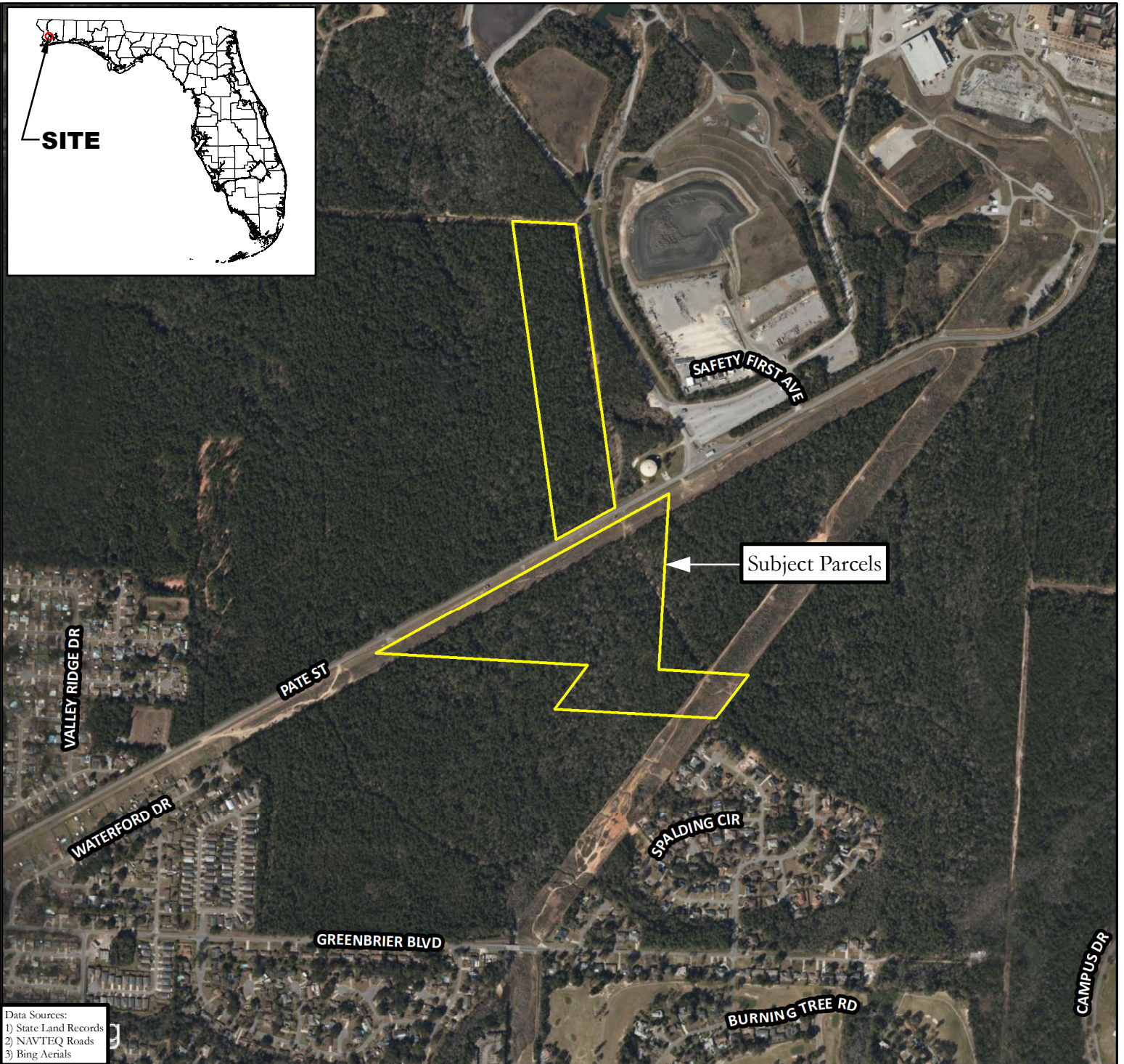
Parcel 1-B

A parcel of land lying and being in Section 25, Township 1 North, Range 30 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Scenic Hills Country Club Subdivision as recorded in Plat Book 4 at Page 77 in the Public Records of said County which bears South 87°55'09" East for 5949.65 feet from the Southwest corner of Section 24, Township 1 North, Range 30 West (said Point of Commencement is on the West line of the University of West Florida property); thence run North 03°20'38" East along said West line for 50.01 feet to the intersection of the North right-of-way line of Greenbriar Boulevard (100' R/W) and said West line; thence run North 87°54'58" West along said North right-of-way line, a distance of 3314.87 feet to the Southwest corner of Scenic Hills North Subdivision as recorded in Plat Book 12 at Page 88 in the Public Records of said County; thence run North 88°07'59" West along said North right-of-way line, a distance of 1171.60 feet to an intersection with the East line of the Third Parcel described in Official Records Book 4641, Page 945; thence run North 37°14'10" East along said East line, a distance of 2056.78 feet to the Point of Beginning; thence continue North 37°14'10" East along said East line, a distance of 392.17 feet to the Northeast corner of said parcel; thence run North 86°39'00" West along the North line of said parcel, a distance of 1525.15 feet to the Southerly right-of-way line of a Gulf Power Company 100 foot road right-of-way; thence run North 61°26'56" East, along said right-of-way line, a distance of 2395.94 feet; thence run South 03°20'19" West, a distance of 1266.21 feet; thence run South 86°38'35" East, a distance of 644.04 feet to the most Easterly right-of-way line of a 250 foot wide Gulf Power Easement, being also the Northerly extension of the West line of said Scenic Hills North Subdivision; thence run South 37°17'04" West along said Easterly right-of-way line, to and along the West line of said Scenic Hills North Subdivision, a distance of 392.39 feet; thence run North 86°38'35" West, a distance of 1152.80 feet to the Point of Beginning. As recorded in Official Records Book 6736, Page 1423, Public Records of Escambia County, Florida.

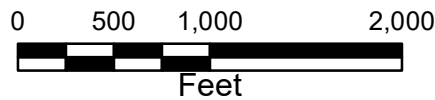
University of West Florida Exchange
UWFF to BOT
Escambia County

BSM
BY SK
Date: 4.20.2011



Data Sources:
1) State Land Records
2) NAVTEQ Roads
3) Bing Aerials

 Subject Parcels



Lease 2722 - Amendment 5

Escambia County, Florida

Special UWF Board of Trustees Meeting

August 19, 2021

Issue: Statewide Mutual Aid Agreement

Proposed Action: Approval

Background Information:

The state's Emergency Management Act, Chapter 252, Florida Statutes, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency. When this occurs, local communities are quickly over-taxed in regard to available response personnel and resources. The Statewide Mutual Aid Agreement (SMAA) allows for statewide mutual support for the University of West Florida, Escambia County, and others in the state. The Florida Division of Emergency Management (FDEM) is tasked with implementing mutual aid programs at the local, state, and federal level. The serves as a venue for the exchange of emergency resources throughout the State of Florida. All 67 Florida counties, cities, universities, and state colleges are required signatories of the agreement. The SMAA automatically renews each year; only the contact information needs to be updated by using the Form C each year.

Recommendations:

- **Approve** Statewide Mutual Aid Agreement.
- **Authorize** BOT chairman and UWF General Counsel to sign the agreement.

Implementation: This SMAA will take effect upon being signed and filed with the Florida Department of Emergency Management.

Fiscal Implications: Fiscal oversight of the Board of Trustees.

Supporting documents:

- Statewide Mutual Aid Agreement
- Statewide Mutual Aid Agreement (SMAA) Information Sheet
- Governor's Statewide Mutual Aid Agreement
<https://www.floridadisaster.org/globalassets/dem/response/logistics/smaa/smaa-2018-version-4.30.21.pdf>

Prepared by:

Betsy Bowers, Vice President, Finance & Administration, 850-474-2210, bbowers@uwf.edu

Presenters:

Betsy Bowers, Vice President, Finance & Administration, 850-474-2210, bbowers@uwf.edu
David Faircloth, Captain, University Police, 850-474-2415, dfairclo@uwf.edu



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

Kevin Guthrie
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT (“Division”) and the local government signing this Agreement (the “Participating Parties”). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

- A. A description of the damage sustained or threatened;
- B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SCHOOL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF University of West Florida
UNIVERSITY, STATE OF FLORIDA

By: Becky Luntsford

Clerk

By: Suzanne Lewis

Chairman

Date: August 19, 2021

Approved as to Form:

DocuSigned by:
Carolyn Eaton

By: Carolyn Eaton

Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

SPECIAL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____



ATTEST:

BOARD OF TRUSTEES OF

AUTHORITY, STATE OF FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

ATTEST:

TRIBAL COUNCIL OF THE

TRIBE OF FLORIDA

By: _____
Council Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____

COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

Date: _____

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: University of West Florida

Mailing Address: 11000 University Parkway

Pensacola, FL 32514

Authorized Representative Contact Information

Primary Authorized Representative

Name: David Faircloth

Title: Captain

Address: 11000 University Parkway, Building 94, Pensacola, FL 32514

Day Phone: 850-474-2415 Night Phone: 850-418-3426

Facsimile: 850-474-3337 Email: dfairclo@uwf.edu

1st Alternate Authorized Representative

Name: Marc Cossich

Title: Chief

Address: 11000 University Parkway, Building 94, Pensacola, FL 32514

Day Phone: 850-474-2415 Night Phone: 936-559-3306

Facsimile: 850-474-3337 Email: mcossich@uwf.edu

2nd Alternate Authorized Representative

Name: Deborah Fletcher

Title: Assistant Chief of Police

Address: 11000 University Parkway, Building 94, Pensacola, FL 32514

Day Phone: 850-474-2415 Night Phone: 850-525-3100

Facsimile: 850-474-3337 Email: dfletcher@uwf.edu

*****PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR*****

STATEWIDE MUTUAL AID AGREEMENT (SMAA) INFORMATION SHEET

<https://www.floridadisaster.org/dem/response/logistics/>

Signing the Agreement:

A copy of the SMAA with **handwritten or digital signature** should be submitted.

Counties should sign **PAGE 15** of the agreement.

Cities should sign **PAGE 16** of the agreement.

Educational Districts should sign **PAGE 17** of the agreement.

Community Colleges or State Universities should sign **PAGE 18** of the agreement.

Special Districts should sign **PAGE 19** of the agreement.

Authorities should sign **PAGE 20** of the agreement.

Native American Tribes should sign **PAGE 21** of the agreement.

Community Development Districts should sign **PAGE 22** of the agreement.

REQUIRED Documentation to Accompany the Agreement:

Minutes or Resolution from your governing board, which indicates the agreement was adopted or approved.

A Certificate of Liability Insurance or Resolution of Self Insurance.

A completed copy of Form C, **PAGE 23** of the agreement.

FDEM Contact Information:

Alex Furlong | Mutual Aid Coordinator
Bureau of Response, Logistics Section
Alex.Furlong@em.myflorida.com
Mobile: (850) 328-7491 Office: (850) 815-4278

Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Special UWF Board of Trustees Meeting

August 19, 2021

Issue: **Collective Bargaining Agreement with the Florida Police Benevolent Association, Inc. (PBA)**

Proposed Action: Ratification of the 2021-2024 UWF-PBA Collective Bargaining Agreement

Background Information: The current Collective Bargaining Agreement between the University and the Florida Police Benevolent Association, Inc. (PBA) was effective from March 22, 2018 through March 21, 2021. Representatives of the UWF Board of Trustees and the PBA began negotiating a successor Collective Bargaining Agreement in November 2020. Negotiations between the parties were concluded in late April 2020 resulting in the following changes to the 2017-2020 Agreement (please see the supporting documentation for full details):

Article 3- Discrimination

- Revised the definition of sexual harassment.

Article 6- Internal Investigations, Just Causes, Disciplinary Action, and Separation with Advance Notice

- Revised language for Written Reprimands. After three consecutive years of a discipline-free work record, the Written Reprimand will be marked “invalid for progressive discipline.” It was previously two consecutive years of a discipline-free work record.
- Revised language for Oral Reprimands. After three consecutive years of a discipline-free work record, the Written Reprimand will be marked “invalid for progressive discipline.” It was previously year of a discipline-free work record.
- Separation with Advance Notices (SWAN). Revised the language to match the HR policy on separations from employment. The notice period is now 90 days for those outside their position orientation year.

Article 7- Layoffs, Recall, and Furloughs

- Added a section on Furloughs to correspond with HR policy on separations from employment.

Article 9- Promotions

- Removed the required Corporal test for Law Enforcement Officers to promote to Corporal.
- Added requirements for promotion to Corporal (years in law enforcement and training).

Article 12- Health and Safety

- Revised the employee who serves on the Safety Committee.
- Revised to provide ammunition on an as needed basis instead of every twelve months.
- Added vaping as prohibited form of tobacco use in the Use of Tobacco section.

Article 16- Leave

- Revised the number of hours for Bereavement from three eight hour days to three twelve hour days.

Article 19- Conflict of Interest and Outside Activity

- Update this section to reflect the revised HR policy on Outside Activities.

Article 22- Wages

- Removed all previous salary adjustments.

Article 32- Duration

- Revised language to reflect a re-opener on May 1 of each year to include:
 - Article 22 Wages
 - Article 23 Benefits
 - Up to two articles can be added by each party.

Implementation Plan: The Florida Police Benevolent Association, Inc. ratified the proposed changes to the Collective Bargaining Agreement on June 23, 2021.

Fiscal Implications: None

Supporting documents: Agreed upon 2021-2024 UWF-PBA Collective Bargaining Agreement

Prepared by: Jamie C Sprague
Associate Vice President Human Resources
University of West Florida
jsprague@uwf.edu
850.474.2156

Facilitator/Presenter: Jamie C Sprague
Chief Negotiator
Associate Vice President Human Resources
University of West Florida
jsprague@uwf.edu
850.474.2156

Collective Bargaining Agreement

between the

University of West Florida

and the

Florida Police Benevolent Association, Inc.

Certification Number 1443

Law Enforcement Unit

Effective TBD 2021 to TBD 2024

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AGREEMENT

THIS AGREEMENT is between the UNIVERSITY of WEST FLORIDA BOARD OF TRUSTEES (hereinafter referred to as the University), and the FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the PBA) representing the employees in the Law Enforcement Bargaining Unit; and

WHEREAS, it is recognized by the University and the PBA that the public policy of the State and the purpose of Part 11, 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 the University 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 the University; and

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

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 5.

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

Article 1 RECOGNITION

1.1 Inclusions.

A. The University hereby recognizes the PBA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Law Enforcement Bargaining Unit as defined in Certification No. 1443 issued by the Florida Public Employees Relations Commission on November 17, 2003.

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 employees in positions designated with managerial, confidential, temporary, or emergency status, and all persons paid from Other Personal Services (OPS) Funds.

1.3 Classes and Positions.

A. When the University establishes a new law enforcement classification or revises an existing classification so that its bargaining unit designation is changed, the University shall notify the PBA regarding the proposed bargaining unit designation of the class. The PBA 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, the PBA 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.

B. When a new position is created in a classification that 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 PBA of such determination. The PBA 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, the PBA disagrees with the bargaining unit designation of the position, it may request that the Florida Public Employees Relations Commission resolve the dispute of unit placement.

Article 2
DEFINITIONS

The terms used in this Agreement are defined as follows:

2.1 Approved Work Period - Forty (40) hours in a seven-day period or eighty {80} hours in a fourteen {14} day period, as determined by the University.

2.2 "Chief Executive Officer" means the President of the University of West Florida or his/her designee.

2.3 "Days" means calendar days, excluding any day observed as a University holiday.

2.4 "Employee" means a member of the bargaining unit as it is described in Article 1 and includes Law Enforcement Officers and Law Enforcement Corporals at the University of West Florida.

2.5 "Employee Grievance Representative" means an employee who has been designated by the PBA to investigate grievances and to represent grievant(s) at Step 1 when the PBA has been selected as the employee's representative.

2.6 "President" refers to the President of the University of West Florida or his/her designee.

2.7 "President of the Florida Police Benevolent Association" includes the elected president and his/her designated representatives.

2.8 "Regular Status" is earned by an employee, after successfully completing the position orientation year.

2.9 "University" means the University of West Florida or the University of West Florida Board of Trustees.

Article 3 DISCRIMINATION

3.1 Non-Discrimination Policy - State and Federal Law.

A. The University, the PBA and employees shall not discriminate against any employee based upon race, color, gender, religion, national origin, age, veteran status, disability, sexual orientation or marital status, nor shall the Board or the PBA abridge any employee rights related to union activity granted under Chapter 447, Florida Statutes.

B. Employees shall not discriminate or harass any individual based upon the protected classes set forth in 3. IA above. Sexual harassment is a prohibited form of gender discrimination.

~~Sexual harassment is a prohibited form of gender discrimination. 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.~~

D.C. The PBA shall have the right to consult, as described in Article 4, on issues of discrimination, including sexual harassment.

E.D. Employees are required to immediately report, to appropriate administrators, unlawful discrimination or harassment which they observe or which is reported to them. Appropriate administrators include, but are not limited to, the employee's immediate supervisor, the next level supervisor, Human Resources Director, Equal Opportunity Coordinator, any director or vice president, the Director of the Informal Dispute Resolution Office or the General Counsel's Office.

3.2 Affirmative Action Program.

The PBA agrees to support the University's current affirmative action programs.

Article 4
EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

4.1 Designation and Selection of Representatives.

A. The President of the PBA shall annually furnish to the University, no later than July 1, a list of Employee Grievance Representatives, PBA Staff Representatives, and other PBA representatives who are designated to assist in processing grievances. This list shall include the name, address, work telephone number and class title of each Employee Grievance Representative, PBA Staff Representative, and other PBA grievance representatives. The Board will not recognize any person as an Employee Grievance Representative, PBA Staff

Representative, or other PBA grievance representative whose name does not appear on the list. This list may be amended as new representatives are designated by the PBA.

B. A total of three (3) in-unit employees may be designated to serve as Employee Grievance Representatives.

4.2 Representative Access.

A. Employee Grievance Representatives, PBA Staff Representatives, and other PBA grievance representatives shall have access to the premises of the University in accordance with policies regarding public access to University property and may request access to premises not available to the public under University policies. Permission for such access for the purpose of investigating an employee's grievance shall not be unreasonably denied and shall be limited to the working hours of the employee with whom the representative wishes to speak. Such access and investigation shall not impede University operations.

B. The PBA shall have the right to use University facilities for meetings on the same basis as they are available to other University-related organizations.

4.3 Consultation.

A. Consultation with the Chief of Police. The Chief of Police or his or her representatives shall meet with up to three (3) local PBA representatives or such other number as the parties agree, to discuss matters pertinent to the implementation or administration of this Agreement or any other mutually agreeable matters. 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 University and the PBA 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.

B. Consultation with Vice President. The appropriate vice president or his or her representatives shall meet with up to three (3) local PBA representatives, or such other number as the parties agree, to discuss matters pertinent to the implementation or administration of this Agreement or any other mutually agreeable matters. 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 University and the PBA 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.

C. If a consultation meeting is held 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.

4.4 Bulletin Boards.

A. Where University Police Department (hereinafter "Department") controlled bulletin boards are available, the Department agrees to provide space on such bulletin boards for PBA use. Where bulletin boards are not available, the Department agrees to provide wall space for PBA purchased bulletin boards. The PBA shall also have the right to maintain or use at least one bulletin board per building where a substantial number of employees report for duty.

B. The materials posted on the boards shall be related only to PBA matters and shall not contain anything that violates or has the effect of violating any law, rule, or regulation. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign materials for or against any person or organization or faction thereof, except that election material relating to PBA elections may be posted on such boards.

C. Posting must be dated and bear the signature of an authorized in-unit PBA representative.

4.5 Agenda, Rules and Employee Information Provided.

A. Upon written request of the PBA, the University will, on a semi-annual basis, provide a list of in-unit employees with the name, work address, classification title, gross salary, and date of hire for each employee.

B. The University shall provide the PBA with a copy of its personnel regulations or policies by posting them on the UWF Human Resources website: www.uwf.edu/ohr.

C. At least twenty (20) days prior to the adoption or amendment of any University personnel regulation which will change the terms and conditions of employment for in-unit employees, the University will provide notice to the PBA of its intended action, including a copy of the proposed regulation, a brief explanation of the purpose and effect of the proposed regulation, and the name of a person at the University to whom the PBA may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation). The PBA may provide written comments, concerns, or suggested revisions to the University contact person or request negotiations within twenty (20) days of receipt of the notice. The University will consider and respond in writing to the comments, concerns, and suggestions of the PBA within ten (10) days of their receipt by the University; such response will include the reasons for rejecting any suggested revisions.

4.6 Negotiations.

A. Parties and Location.

1. The PBA agrees that all collective bargaining is to be conducted with University

representatives designated for that purpose by the President. There shall be no negotiations by the PBA at any other level.

2. Negotiations shall be held in Pensacola, Florida.

B. Negotiation Committee. The PBA may designate in writing no more than three (3) employees to serve on its Negotiation Committee and not more than two (2) employees to serve as alternates for Committee members who are unable to attend a negotiating session.

C. Negotiation Leave.

1. For each round of negotiations, one Committee member shall be granted time off with pay to attend negotiating sessions with the Board.

2. Committee members shall be credited with the number of hours spent in attendance at negotiations, not to exceed the number of hours in the employee's regular workday. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

3. Committee members shall not be reimbursed for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

4. The selection and attendance of any employee shall not impede the operations of the work unit.

4.7 Leave for Negotiating and Other PBA Activities

A. An alternate who is not substituting for an absent Committee member may 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 may request unpaid leave or accrued annual or compensatory leave for the purpose of attending PBA conventions, conferences, meetings, and negotiating sessions as long as such leave does not impede the operations of the University; such requests shall not be unreasonably denied. When such requests are denied, the supervisor shall provide such denial in writing.

Article 5 GRIEVANCE PROCEDURE

5.1 Policy.

A. The University and the PBA encourage the 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 discussion should be held with a view to reaching an understanding that 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 using Appendix C or D, as appropriate, concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. All grievances must be filed within thirty (30) days of the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of such act or omission if that date is later.

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. The PBA may file a grievance in a dispute over a provision of this Agreement that confers rights upon the PBA.

D. "Management Representative" means an individual designated to hear grievances on behalf of the University.

E. A grievant who decides to use this Grievance Procedure shall, prior to the Step 1 meeting, choose whether to be represented by the PBA. A grievant shall not be represented by a PBA representative who is in a supervisory or subordinate position to the employee in the University.

1. When the grievant has elected PBA representation, both the grievant and the PBA Representative shall be notified of the Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the grievant and the PBA Representative, and any decision agreed to by the University and the PBA shall be binding on the grievant.

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

3. The PBA shall not be bound by the decision of any grievance or arbitration in which the grievant was not represented by the PBA.

F. Except for suspensions, the filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the University to take the action it proposes, subject to the final disposition of the grievance. Suspensions shall not be imposed until the final disposition of the grievance, if any, except where such suspension is made pending the outcome of a criminal investigation.

G. The resolution of a grievance prior to a written decision of an arbitrator shall not establish a precedent binding on the PBA, or the University.

H. Only those acts or omissions and sections of the Agreement identified at Step

1 may be considered at subsequent steps.

I. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

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

K. Each grievance, request for review and arbitration notice must be submitted in writing on the appropriate form attached to this Agreement as Appendices C, D and E, respectively and shall be signed by the grievant. One Appendix C, D, and E may be filed in a grievance with more than one grievant, provided that the respective appendix bears the signatures of all grievants. Grievances shall be considered filed upon date of receipt. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, a PBA representative may sign such forms for the grievant.

5.2 Procedures.

A. Step 1

1. An employee having a grievance shall file the applicable grievance form (Appendix C) at Human Resources within thirty (30) days following the occurrence of the event giving rise to the grievance. The grievance shall set forth the complete facts on which the grievance is based, the specific provision(s) of the Agreement allegedly violated, and the relief requested. The Chief of Police or designee shall schedule a Step 1 meeting between the grievant, the grievant's designated represent active, grievant's supervisor, or other appropriate individuals. 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 Chief of Police or designee will proceed with processing the grievance and issuing a written decision, stating the reasons therefore, to grievant or grievant's designated 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 PBA if grievant elected not to be represented by the PBA. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

2. Where practicable, the University shall make available to the grievant or grievant's designated 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 or grievant's designated representative has not received the written decision by the end of the thirtieth (30th) day following the conclusion of the Step 1 meeting.

B. Step 2 - Management Representative

1. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review (using Appendix D form) with the Step 2 Management Representative within thirty (30) days following receipt of the Step 1 decision by grievant or grievant's designated representative. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above. The Step 2 Management Representative may have a meeting with the employee and/or the designated representative to discuss the grievance.

2. The Step 2 Management Representative shall issue a written decision to the grievant or grievant's designated representative, stating the reasons therefore, within thirty (30) days following the conclusion of the meeting.

C. Step 3 - Arbitration.

1. If the grievance is not resolved at Step 2, the grievant or grievant's designated representative may appeal the Step 2 decision to Arbitration on a Notice of Arbitration form as set forth in Appendix E; this appeal shall be filed within thirty (30) days after receipt of the decision at Step 2. A grievant may appeal a grievance to Arbitration whether or not he/she was represented by the PBA at an earlier step.

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

3. The arbitrator shall be one person from a panel of seven (7) permanent arbitrators, mutually selected by the University and the PBA to serve for any case or cases submitted. If agreement is not reached on one or more of the seven (7) arbitrators within sixty (60) days following the signing or effective date of this Agreement, whichever is later, the parties may, by mutual agreement, request the Federal Mediation and Conciliation Service, American Arbitration Association, or the Florida Public Employee Relations Commission to provide a list of fifteen (15) arbitrators. The University and the PBA shall select the arbitrator(s) by alternately striking from the list until the required number of names remain. The party to strike first shall be determined by the flip of a coin.

4. Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of Section 5.2. C.3.

5. Arbitration hearings shall be held at times and locations agreed to by the parties. Under normal circumstances, hearings will be held in Pensacola; however, selection of the site shall take into account the availability of evidence, location of witnesses, and existence of appropriate facilities.

6. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the University, the PBA, the grievant(s), and other 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 forty-five (45) 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 issue(s) submitted.
- c. The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issue(s) submitted.
- d. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.

7. 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, 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, 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 provisions of this Agreement.

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

- a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his/her regular rate of pay, and such back pay 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; and
- b. The award shall not exceed the actual loss to the grievant, and will not include punitive damages, overtime, on-call, or other speculative compensation that might have been earned,

and shall be reduced by replacement compensation received by the employee during the period of time affected by the award.

9. The reasonable 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 fees and expenses.

10. The PBA will not be responsible for costs of an arbitration to which it was not a party.

5.3 Time Limits.

A. Failure to initiate a grievance within the time limits specified shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that Step.

B. Failure at any Step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant, or the PBA where appropriate, to proceed to the next step.

C. The time limits specified in any step of this procedure may be extended, in any specific instance, by written agreement.

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

E. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in Section 2.3), the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

5.4 Exceptions.

A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the PBA or an employee to process a grievance (1) on 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 another forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while a grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42, U.S. C. Section 2000 et seq.

B. The University and the PBA may mutually agree to waive Steps 1 and 2 of the grievance procedures in order to expedite the processing of a grievance.

Article 6

INTERNAL INVESTIGATIONS JUST CAUSE, DISCIPLINARY ACTION AND SEPARATION WITH ADVANCED NOTICE

6.1 Policy. The University and the PBA 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 disciplinary actions.

6.2 Internal Investigations.

A. The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the University has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of misconduct, the University reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused employees. In the course of any internal investigation, the investigative methods, and processes used will be consistent with the law.

B. When a complaint of misconduct is made against an employee, the University will make every effort to ensure that the complaint, if verbal, and any statements regarding the complaint are reduced to writing, signed, and under oath. If the complaint is criminal in nature, the complaint and any statement received should also be under oath.

C. For the purpose of this Section, "Interrogation" refers to a disciplinary investigation meeting in response to a complaint in which the information to be obtained from an employee by management at that meeting will be the basis for a decision as to whether to suspend or dismiss the employee. It does not include counseling sessions, meetings at which the employee is solely being advised of intended disciplinary action and offered an opportunity to explain why he/she should not be disciplined, or inquiries which may result in oral or written reprimands. If during the inquiry, it is concluded that more serious discipline is warranted, the inquiry will cease and the matter will proceed in accordance with internal investigation procedures. The employee has the right, upon request, to PBA representation at any such meeting.

D. When an employee is provided a written set of questions to which to respond or is interrogated concerning a complaint, the employee will be informed prior to such written questions being provided or prior to interrogation of the nature of the investigation and whether the employee is the subject of the investigation or a witness in an investigation. Where requested, an employee shall be given up to twenty-four (24) hours to respond to such written questions or to contact, consult with, or secure the attendance of a representative a t

the interrogation. If the employee is the subject of the investigation, the employee will also be informed of each complaint against him/her and will be permitted to review all written statements made by the complainant and witnesses immediately prior to the beginning of the investigative written questioning or interrogation. Pursuant to Section 112.533, Florida Statutes, the employee who is the subject of the investigation shall not disclose the contents to anyone other than his/her representative or attorney until the investigation is complete.

E. Written questioning and interrogations shall be conducted in a professional, non-coercive manner.

F. The employee shall, upon request, receive a copy of his/her written or recorded statement at no cost. No recording or transcription of the investigative interrogation will be made without the knowledge of all participants present at the interrogation.

G. Upon the conclusion of the investigation by the Department, the employee who is the subject of an internal investigation shall be notified in writing of the disposition of the case. Such investigation shall ordinarily be completed within forty-five (45) days after the complaint is filed, unless circumstances necessitate a longer period. An investigation shall not exceed one hundred and twenty (120) days without the approval of the President or designee outside of the Department. The employee shall be notified in writing if an extension is authorized by the President or designee.

H. In cases where the University determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave with pay.

I. No employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of responses during an investigation of a complaint unless authorized by statute or a decision of the Florida Supreme Court.

J. Non-sustained findings may not be inserted in personnel records or referred to in performance evaluations.

6.3 Just Cause.

A. Disciplinary actions administered to regular status employees may be taken only for just cause. An employee who has not attained regular status, by completing a position orientation year, shall not have access to the grievance procedure in Article 5 when disciplined.

B. Suspensions, Dismissals, Disciplinary Demotions, and Reductions in Base Pay for Disciplinary Reasons. If filed within thirty (30) days from the date of receipt of notice from the University, by personal delivery or by certified mail, return receipt requested, a complaint by

an employee with regular status concerning a suspension, dismissal, disciplinary demotion, or reduction in base pay may be grieved and processed through the Arbitration Step, in accordance with the Grievance Procedure in Article 5 of this Agreement; however, in order to expedite the review of dismissal actions, such grievances may be filed at Step 2.

C. Written Reprimands.

1. Written reprimands shall be subject to the grievance procedure in Article 5, but only through step 2.

2. Written reprimands shall not be used for purposes of progressive discipline, if the employee has maintained a discipline-free work record for at least ~~two (2)~~ three (3) consecutive years. Such written reprimands shall be marked "invalid for progressive disciplinary purposes due to a ~~two (2)~~ three (3) year discipline-free work period" at any time after that ~~two (2)~~ three (3) year period, upon written request of the employee. However, such written reprimands can be used to show that an employee had knowledge of a concern or had previously been warned about an activity.

D. Oral Reprimands.

1. Oral reprimands shall be subject to the grievance procedure in Article 5 but only through Step 1.

2. Oral reprimands shall not be used for purposes of progressive discipline, if the employee has maintained a discipline-free work record for at least ~~one (1)~~ three (3) years. Such oral reprimands shall be marked "invalid" for progressive disciplinary purposes due to a ~~one (1)~~ three (3) year discipline-free work period, any time after the ~~one (1)~~ three (3) year period, upon written request of the employee. However, such oral reprimands can be used to show that an employee had knowledge of a concern or had previously been warned about an activity.

E. Notification to Employee. Each employee shall be furnished a copy of all disciplinary actions placed in the employee's official personnel file and shall be permitted to respond thereto.

F. PBA Representation. An employee may request that a PBA Staff Representative or Employee Grievance Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension, dismissal, disciplinary demotion, or reduction in base pay of the employee is being considered.

6.4 Aspects of discipline not covered by this Agreement shall be governed by the University Employment Policies and University Regulations.

6.5 Separation with Advance Notice (SWAN)

A. An employee may be separated from the University without cause as long as he or she is provided with appropriate advance notice ~~or payment in lieu thereof.~~

B. Decisions for separation with advance notice shall not be based on constitutionally impermissible grounds.

C. Employees who have completed their position orientation year shall be given ninety (90) days' notice.

D. In the event of a break in service for more than one semester in one full year or more than two semesters in two full years, only service following such break shall be counted for purposes of determining length of service. Approved paid or unpaid leaves shall not be considered a break in service.

E. In the event of a break in service for more than one semester in one full year or more than two semesters in two full years, only service following such break shall be counted for purposes of determining length of service. Approved paid or unpaid leaves shall not be considered a break in service.

F. An employee who has received an advance notice of separation may be reassigned to other duties, responsibilities and locations for the duration of the notice period.

~~G.~~ An employee who has received an advance notice of separation shall not receive any pay increases during the advance notice period.

~~C. Advance notice of separation shall be given in writing to employees who began employment at the University before July 1, 2004 as follows:~~

~~0. Employees in their second year of employment with the University shall be given one hundred and twenty (120) days advance notice of separation.~~

~~0. Employees in their third year of employment or beyond with the University shall be given six (6) months or one hundred and eighty (180) days advance notice of separation.~~

~~0. Employees who completed two or more years of continuous service by January 1, 2000, shall be given twelve (12) months advance notice of separation.~~

~~C. Advance notice of separation shall be given, in writing, to employees who began employment at the University after July 1, 2004 as follows:~~

~~0. Employees in their second year of employment with the University shall be given sixty (60) days advance notice of separation.~~

~~0. Employees in their third year of employment or beyond with the University shall be given ninety (90) days advance notice of separation.~~

~~C. For employees hired after December 11, 2009, the University may opt to pay an employee an~~

~~amount equivalent to the salary he or she would have earned during the advance notice period in lieu of providing advance notice of separation.~~

~~C. For employees hired before December 11, 2009, the University, with the agreement of the employee, may pay an employee an amount equivalent to the salary he or she would have earned during the advance notice period in lieu of providing advance notice of separation.~~

~~C. Employees may grieve a Separation with Advance Notice through Step 3.~~

D.H. Aspects of Separation with Advance Notice not set forth in this Agreement shall be governed by the University Employment Policies and University Regulations.

Article 7

LAYOFFS, ~~AND~~ RECALL, and FURLOUGHS

7.1 Layoffs. When employees are to be laid off, the University shall implement such layoff in accordance with the procedures contained in University Employment policy.

7.2 Recall. When a vacancy occurs or a new position is established, laid off employees shall be recalled in accordance with the procedures contained in University Employment policy. Employees who are recalled after layoff will not have to complete another probation period or position orientation year.

7.2.3 Furloughs. When employees are to be furloughed, the University shall implement such furlough in accordance with procedures contained in the University Employment policy.

Article 8

CHANGE IN ASSIGNMENT

8.1 Change in Assignment. An employee who has completed the position orientation year who meets all University eligibility requirements may apply for a change in assignment to a different position in the same class or a different shift at the University according to University procedures. Prior to filling a vacancy, except by demotion, the University shall consider the needs of the Department and applicable change in assignment requests. The hiring authority shall normally fill a bona fide vacancy with the employee who has the greatest length of service in the class who is best qualified for the position and who has submitted a change in assignment request. If, however, the employee with the greatest length of service in the ~~class~~ is not ~~selected~~ for the vacant position, all employees who have requested a change in assignment who have a greater length of service than the individual selected shall be notified in writing of the University's decision, with a copy to the PBA. Except when agreed otherwise by the PBA and the University, the notification shall contain the reason(s) the less senior applicant was selected.

8.2 Involuntary Change in Assignment.

A. An employee may be required to reside within a reasonable distance of a work unit.

B. Nothing contained in this Agreement shall be construed to prevent the University, at its discretion, from effecting a change in assignment of any employee according to the needs of the University. However, it is understood that the University will make an effort not to effect any change

in assignment which will impose a residency hardship on the employee (in that the employee must relocate his/ her residence from a permanent home presently owned or cancel a rental lease extending more than three months). An employee shall, if practicable, be given a minimum of fourteen (14) days' notice prior to the University effecting such change in assignment.

C. Nothing contained in this Agreement shall be construed to prevent the University from making a change in assignment of any employee during an official emergency or as otherwise required to meet unforeseen law enforcement needs.

8.3 Grievability. An employee complaint concerning administration of this Article may be grieved in accordance with Article 5 of this Agreement but only through Step 1. The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance, weight shall be given to the needs of the University against the hardship on the employee.

Article 9 PROMOTIONS

9.1 Policy. The filling of vacant positions should be used to provide career mobility for employees and should be based on the relative merit and fitness of the applicants. 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 other documents describing the position. Promotions shall follow the University Policy HR-20.02-09/15, Recruitment, Selection, and Appointment.

9.2 Promotional Exam Promotion to Corporal.

~~A.— A written exam will be required of all employees who wish to be considered for a promotion to Corporal. Written exams will be based upon a job task analysis of the class of positions being tested and an assessment of the knowledge, skills, and abilities necessary to perform the requirements of the classes.~~

A. Only those employees who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, ~~who have attained regular status in their current or a previous certified law enforcement class, or anticipate attaining such regular status no later than January 1 prior to the May exam, and two years of previous law enforcement experience shall be eligible for the promotional exam.~~ must meet the following requirements in order to be promoted to Corporal.

~~A.— An employee must submit a request to take the promotional exam to the University personnel/human resource office no later than the first business day after January 1 of each calendar year. Such request shall indicate the class(es) to which the employee would like to be promoted.~~

~~A.— If the request is for promotion to a position in the same University, the employee's eligibility for the class shall be made from information in the employee's personnel file. If the request is for a promotion to a position in another university, a University Employment Application form must be completed and sent with the employee's request for promotional consideration. In such cases, the~~

~~employee's eligibility shall be determined by the university using this completed application.~~

1. Two years or more of previous law enforcement experience.

2. Must have completed all training courses listed below and produce a certificate for each training course within the past two years.

a. FDLE Online Classes

- i. Autism Spectrum Disorders (ASD) and Interviews
- ii. Diabetic Emergency and Officer Response
- iii. Risk Protection Orders (RPO)
- iv. Stress Management and Mental Health

b. Police Once Academy Online Classes

- i. Communication Skills 1
- ii. Communication Skills 2
- iii. Communication Skills 3
- iv. Communication Skills 4
- v. Cultural Awareness 1
- vi. Cultural Awareness 2
- vii. Cultural Awareness and Diversity Overview
- viii. Report Writing Elements of the Crime
- ix. Report Writing English Skills
- x. Report Writing Evidence Collection
- xi. Report Writing Keys to Time Management
- xii. Report Writing Reviewing
- xiii. Report Writing Spell Check
- xiv. Development Leadership
- xv. Effective Presentation Basics
- xvi. Emotional Intelligence for Leaders
- xvii. Leadership v. Management
- xviii. Supervisor Skills 101
- xix. Supervisor Skills 102
- xx. Transition from Peer to Supervisor
- xxi. Disabilities Act Compliance in Business
- xxii. Anti-Harassment in Workplace
- xxiii. Dealing with Angry Employees
- xxiv. Diversity in the Workplace
- xxv. Drug and Alcohol Awareness
- xxvi. FMLA Training for Supervisors
- xxvii. Risk of Social Media in the Workplace
- xxviii. Sexual Harassment for Managers
- xxix. The LGBTQ Community
- xxx. Risk of Social Media in the Workplace
- xxxi. Violence in the Workplace
- xxxii. Time Management Skills

xxxiii. Writing an Effective E-mail

c. UWF Online Training

i. Family Educational Rights and Privacy Act (FERPA)

~~A. Employees will be notified in writing of their eligibility or ineligibility for the class(es) to which he/she applied for promotion.~~

~~A. The University shall require the Exam Administrator to notify the University Human Resource Office and the Chief of Police no later than January 15 of each calendar year, regarding: the date(s) of the exam; the location of where the exam will be administered; the major categories to be covered by the exam; the bibliography of courses from which exam questions have been taken (e.g., name of textbooks, departmental policies, general orders, special orders, etc.); and the passing score that must be attained.~~

~~A. No later than February 1st of each calendar year, the University shall furnish to those eligible employees whose exam requests are on file, a copy of the "NOTICE OF PROMOTIONAL EXAM" issued by the Exam Administrator. Only those employees whose names are furnished to the Exam Administrator will be eligible to take the promotional exam.~~

~~A. The University shall require the Exam Administrator to notify each employee who takes a promotional exam of the exam results. The exam results shall also be provided to the Chief of Police.~~

~~A. When extraordinary circumstances make it necessary to give a promotional test at a time other than that originally established, employees shall be given adequate notice to prepare for such special exam.~~

9.3 Promotional Lists.

~~A. If the University elects not to rank those employees who achieved a passing score solely on the basis of the written exam score, the University shall establish a promotional list that ranks the employees according to their relative merit and fitness for promotional vacancies in the class. In addition to the written exam score, the University may, at its discretion, use oral interviews, employee performance evaluations, and/or other criteria in establishing the University's final promotional list. If the University intends to use criteria other than the written exam, such criteria shall be included in the Notice of Promotional Exam referenced in Section 9.2G.~~

~~B. If the University uses oral interviews, it will provide the local PBA representative the names of the individuals to serve on the interview committee. Questions asked at an oral interview will be limited to those that are clearly job related and the same questions shall be asked of all applicants.~~

~~P. Where an educational degree is a criterion pursuant to Section 9.3A., no less than~~

~~two years notice shall be provided before such requirement is implemented. This provision applies only to those members employed at the time of the notice.~~

~~Q.—The University promotional list shall be effective July 1st of each calendar year. Names shall be retained on the promotional list for a period of one year. Time extensions of said list may be made only by the mutual consent of the University and PBA. When a list is established as a result of a special test being given pursuant to Paragraph 9.2.1, it shall remain in force through June 30 of the following calendar year.~~

~~S.C. The University's promotional list, consisting of the name, final score, and position on the appropriate list, shall be furnished to each employee who passed the written exam.~~

~~8.3 Method of Filling Vacancies.~~

~~—Except where a vacancy is filled by demoting a law enforcement employee or by reassignment as defined in Article 8 of this Agreement, the only employees who may be considered for a vacancy shall be those having the highest five (5) numerical scores on the University's promotional list. However, the University shall have the discretion to fill a vacancy from only the highest five (5) numerical scores of current University employees contained on the University's promotional list.~~

~~—Employees who do not receive a promotion for which they applied will retain their position on the promotional list. When an employee declines a promotional opportunity for which he/she had previously applied, the employee shall not be considered for promotion for the duration of that list.~~

Article 10 CLASSIFICATION REVIEW

10.1 Review of Assigned Duties.

A. Except in case of an official emergency, employees shall not be required to perform work not included in the employee's position description.

B. When an employee alleges that the employee is being regularly required to perform duties which are not included in the employee's position description, and the duties assigned are not included in the class specification to which the position is allocated, the employee may request a review under the University Grievance Process for Employee Not Covered by a Bargaining Unit, through Step 1. The employee has the right to PBA representation at the complaint review meeting.

10.2 Acting Ranks. An employee who is designated by the appropriate supervisor to temporarily perform a major portion of duties of a position in a higher classification than the employee's current classification shall receive a pay increase for the period of time such duties are assigned consistent with University procedures, provided such duties are performed for a period of more than twenty-two (22) workdays within any six (6) consecutive months.

Article 11
PERSONNEL RECORDS

11.1 Personnel File.

A. There shall be only one official personnel file for each employee, which shall be maintained in the Central Human Resources Office of the University unless a different location is approved by the Chief Executive Officer. Duplicate personnel files may be established and maintained within the 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 except as provided in Section 11.1.B.

B. The University and the PBA agree that counseling letters or memos are not discipline, and that such documents issued on or after July 1, 1999, shall be maintained only in the Department file.

C. An employee will have the right to review his/her official personnel file at reasonable times under the supervision of the designated records custodian. An employee may attach a concise statement in response to any items included in the file and shall be sent a copy of any derogatory material which is placed in the file.

D. Where the Chief Executive Officer, 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 personnel file.

11.2 Privacy. The University is governed by the provisions of Chapter 119, Florida Statutes, and recognizes that certain information relating to law enforcement officers is exempt from release and shall protect this information from release except as required by law, court order, or other legitimate governmental purpose.

Article 12
HEALTH AND SAFETY

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

12.2 Safety Committee. ~~The PBA will name one employee to serve on the University-wide Safety Committee person who will serve on this committee will be the Crime Prevention Training Officer or designee when needed.~~

12.3 Employee Health and Safety.

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

B. Any employee who becomes 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 unit, the employee shall immediately report the condition to the supervisor or the supervisor's designee. The University shall investigate the report and respond to the employee.

12.4 Vehicles and Equipment.

A. Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the University. Marked patrol vehicles shall be equipped with the standard police package. The University shall use high visibility lights on University vehicles as dictated by University needs. When employees are required to drive scooters, golf carts, all-terrain vehicles, or other similar vehicles, such vehicles shall be operated in accordance with their stated warranty and the officer shall be properly trained in the operation of such vehicle.

B. Where the University has determined that an employee should be provided with a police baton, electric restraining device, Taser or other such weapon as the University deems appropriate, such employee shall be properly trained by a certified instructor in its use. The University will provide training for employees when they are provided with new equipment.

C. The University shall provide its employees with custom-fitted bullet resistant vests. Vests shall be replaced as per the stated warranty not to exceed five years. The wearing of these vests is mandatory. Employees are required to wear the vest when on-duty assigned to uniformed patrol functions, including uniformed special details. The University reserves the right to require the wearing of the vest under other specified conditions or special circumstances.

12.5 Firearms.

A. The University shall provide its employees with a semi-automatic firearm. The type of semiautomatic firearm shall be at the University's discretion. The University will attempt to provide a semi-automatic firearm that is suitable to the employee's stature and hand size.

B. In order to promote safety in the use of firearms by employees, the University guarantees that each employee is allowed to fire his/her firearm in an approved course at least once every six (6) months, at no cost to the employee. Such training shall be for the purpose of qualifying in the use of firearms.

C. The University shall issue new factory ammunition for on-duty use ~~at intervals not to exceed twelve months from the previous date of issue~~ when needed.

12.6 ~~Use of~~ Tobacco and Vaping

- A. The Surgeon General of the United States has determined that ~~smoking-using~~ tobacco in any form or vaping contributes to the development of a number of heart and lung diseases.
- B. The University will not hire ~~as law enforcement~~ University Police applicant as an employee ~~s any individuals~~ who smoke uses tobacco in any form or vapes. Employees shall not ~~smoke-use tobacco in any form or vape~~ for the duration of their employment.
- C. ~~The University will not hire individuals who use smokeless tobacco products. Employees hired after December 11, 2009 shall not use smokeless tobacco products for the duration of their employment.~~

Article 13
PERFORMANCE EVALUATIONS

13.1 Performance Evaluations.

- A. Performance evaluations shall ordinarily be made by the employee's immediate supervisor who shall be responsible for the timely evaluation of the employee. 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 next higher-level administrator.
- B. The employee shall be provided with information regarding the basis of the evaluation. Performance ratings shall be based on an analysis of the employee's actual job performance. Numerical arrest, citation, or violation quotas will not be used as the principal basis for determining the overall level of rating for any employee and each employee will be evaluated without comparison to other employees.
- C. The University will make a good faith effort to provide employees and supervisors with training in performance evaluation procedures.
- D. Where an employee who has attained regular status in the class does not meet performance standards, the University shall develop a performance plan intended to correct performance deficiencies.
- E. 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. If that meeting does not resolve the employee's concerns, the employee shall be granted, upon written request, a performance evaluation review conference with the Management Representative. These reviews shall ensure that the performance evaluation was not done in an arbitrary or capricious manner.
- F. 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.

13.2 Grievability. A grievance may be filed only by an employee with regular status in his/her current class who is demoted or dismissed for an evaluation of not meeting performance standards pursuant to the provisions of Section 5.3.

Article 14
WORKDAY AND WORKWEEK

14.1 Workweek.

A. The University and the PBA understand and agree that the ultimate decision of employee shift schedule and work day length rests with the University.

B. The normal work period for each full-time employee shall be forty (40) hours in a seven (7) day period. The University may establish an alternate work period which shall not exceed eighty (80) hours in a fourteen (14) day work period. Prior to implementing such an alternate work period, the University shall provide the PBA with the proposed alternate work period and a list of those employees affected. The PBA may consult with the University over the proposed alternate work period. If consultation is requested, the University shall not implement the alternate work period until the parties have consulted.

C. When required hours of work exceed the approved work period (either forty (40) hours during a seven (7) day period, or eighty (80) hours during a fourteen (14) day pay period), the compensation for overtime worked shall be in the form of cash payment unless the employee and the supervisor agree that the employee be credited with compensatory leave.

D. An employee will be given fourteen (14) days' notice of a change in the employee's work period, work hours or days off, except in an official emergency or to meet unforeseen law enforcement needs.

E. An employee who rotates to a different shift shall receive a minimum of two (2) shifts (16 hours) off between the end of the current shift assignment and the beginning of the new shift assignment, except when an emergency situation or staffing limitation does not permit.

14.2 Workday. The University shall not require an employee to split a workday into two (2) or more segments without the agreement of the employee, except in an official emergency or to meet unforeseen law enforcement needs.

14.3 Special Compensatory Leave.

A. An employee may accumulate up to one hundred and twenty (120) hours of special compensatory leave except that unused special compensatory leave may be paid for by the University at any time.

B. When an employee has accumulated in excess of one hundred and twenty (120) hours of special compensatory leave, the supervisor may require an employee to use any part of the

employee's accrued special compensatory leave in increments of eight (8) hours or in increments equivalent to the number of hours of work in an employee's regularly scheduled workday. Normally, an employee will be given fourteen (14) days' notice when required to use special compensatory leave in an increment in excess of forty (40) hours, and seven (7) days' notice when required to use special compensatory leave in an increment of sixteen (16) to forty (40) hours.

14.4 Compensation for Special Duty.

A. When an employee works an event for which the Department is reimbursed at a premium rate of pay, and such event is outside the employee's approved work period (either forty (40) hours during a seven (7) day period or eighty (80) hours during a fourteen (14) day period), and a holiday(s) occurs or the employee uses sick leave in that work period, such employee will receive premium (time and a half) pay for working that event. However, use of annual leave, administrative leave, compensatory leave, and/or any other leave during the approved work period will result in the earning of special compensatory leave rather than premium pay. The hours for which premium pay is received shall not be counted as hours worked for the purpose of calculating overtime for the approved work period.

B. An employee reporting to a special duty event, described in Section 14.4.A, shall be guaranteed three (3) hours of premium pay if an event is canceled or concluded prior to the end of the three (3) hour period covered by the guaranteed pay provision. An employee's failure to adhere to the Department's procedures for determining the status of the event prior to reporting for such duty will cause the employee to lose eligibility for the guaranteed three (3) hours. If after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed three (3) hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed three (3) hour period.

Article 15

ON-CALL ASSIGNMENTS, CALL-BACK, AND COURT APPEARANCES

15.1 On-Call Assignment. "On-call" assignment shall be defined as any time when appropriate management has instructed the employee, in writing, 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.

15.2 On-Call Payment.

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

B. 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) 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 a holiday will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of

the hourly minimum for the employee's class for each hour such employee is required to be available.

- 15.3 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.
- 15.4 Court Appearances. If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall have the option to either accept the witness fee or be granted a minimum of two and a half (2 1/2) hours which shall be counted as hours worked.

Article 16

LEAVE

- 16.1 Employees may be granted leave as provided in the University Employment policies. Bereavement leave workdays are defined as ~~eight (8)~~ twelve (12) hours per day.
- 16.2 Employees shall be entitled to the same holidays {eight [8] hours per day} as University Work Force employees, as set forth in University Rules and/or Regulations. When an employee works on a holiday, he/she will be credited with eight (8) hours special compensatory leave, regardless of the length of the shift. When a holiday falls on an employee's day off, he/she will be credited with eight (8) hours special compensatory leave, regardless of the length of the shift.
- 16.3 Job Related Disability Leave. Paid or unpaid job-related disability leave shall be in accordance with Chapter 440. F.S.
- 16.4 Leave to Supplement Workers' Compensation Benefits and Alternate Duty.
- A. An employee is eligible to use paid leave to supplement workers' compensation benefits in accordance with UWF Employment Policies.
- B. When an employee has been determined eligible to receive a temporary partial disability benefit or a temporary total disability benefit pursuant to the provisions of Section 440.15, F.S., and there is medical certification that the employee temporarily cannot perform the duties of the employee's regular position but can perform some type of work beneficial to the University, the employee may be returned to the payroll at his/her regular rate of pay to perform such duties as the employee is capable of performing.
- C. If the University returns an employee to alternate duty, the University shall reassign the employee to his/her regular duties when the employee becomes medically able to perform such duties.
- D. A complaint concerning administration of this Section may be grieved in accordance with Article 5 of this Agreement up to and including Step 2.

Article 17
LEARNING OPPORTUNITIES

- 17.1 Law Enforcement Training. The University and the PBA recognize the importance of training programs to develop skills in our law enforcement officers and supervisors. The University will make a reasonable effort to continue existing training programs in law enforcement techniques and to develop new programs, and to ensure that opportunities to attend law enforcement and salary incentive training programs are equitably distributed among employees.
- 17.2 Tuition Waiver Program. The University shall make available to employees the Tuition Waivers that are available to University Work Force employees in accordance with the applicable University policy.
- 17.3 Health and Fitness Program. The University shall consult with the PBA prior to implementing a mandatory health and fitness program for employees. Such consultations shall not constitute a waiver of the PBA's right to negotiate concerning changes in terms and conditions of employment.

Article 18
DUES DEDUCTIONS

- 18.1 Deductions and Remittance.
- A. During the term of this Agreement, the University will deduct PBA dues and other authorized deductions in an amount established by the PBA and certified in writing by the President of the Northwest Chapter of PBA to the University, from employees' pay for those employees who individually make such request on the deduction form provided by the PBA included as Appendix B. Such deductions will be made by the University when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the University.
- B. Where an employee has been suspended or dismissed and subsequently returned to work with full or partial back pay, the University shall deduct the PBA membership dues that are owed for the period for which the employee receives back pay. Dues deduction will be resumed for such employees and those employees who return from unpaid leave.
- C. The PBA shall advise the University of any increase in dues or other authorized deductions in writing at least thirty (30) days prior to its effective date.
- D. This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.
- E. The University will not be required to process Dues Deductions Authorization

Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the University more than sixty (60) days following the date of the employee's signature.

F. Deductions of dues and other authorized deductions shall be remitted exclusively to the President of the Northwest Chapter of PBA by the University within thirty (30) days after the deductions are made, or as soon as practical thereafter, along with a list containing the names of the employees for whom the remittance is made.

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

18.3 Termination of Deduction. Deductions for PBA dues and other authorized deductions shall continue until either: 1) revoked by the employee by providing the University and with thirty (30) days written notice that the employee is terminating the prior check-off authorization; 2) revoked in accordance with Florida law; 3) the termination of employment; or 4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, the PBA shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

18.4 Indemnification. The PBA shall indemnify, defend, and hold the University, the University of West Florida Board of Trustees, the Board of Governors, 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 in complying with this Article. The PBA shall promptly refund to the University any funds received in accordance with this Article that are in excess of the amount of dues and other authorized deductions which the University has agreed to deduct.

Article 19

CONFLICT OF INTEREST AND OUTSIDE ACTIVITY

19.1 ~~Outside Employment Activity~~ - General.

~~On the effective date of this Agreement, any employee who is performing employment outside of the University shall notify the University, in writing in accordance with the applicable HR policy, of such employment. If the employment has not been previously approved, it shall be subject to the provisions of Paragraph 19.1B.~~

~~If an employee anticipates accepting employment outside of the University,~~

~~the employee shall notify the University of such outside employment prior to the date of employment and verify that such employment does not conflict with the employee's University employment or with applicable laws, rules, regulations, or policies. Should such conflict(s) exist, the outside employment shall not be approved.~~

~~. The University may make reasonable inquiries of the employee to ensure that the employee's employment outside of the University does not constitute a conflict of interest or interfere with the employee's primary duties as a University law enforcement officer. Employees shall file Conflict of Interest and Outside Activity forms in the same manner as university work force employees, except PBA covered employees need not file a new annual form for previously approved work/activity that has not changed.~~

A. A University Police in-unit employee will abide by the University policy regarding Outside Activities and Conflict of Interests.

19.2 Outside Employment - Police Employment.

A. Outside police employment shall be limited to off-duty police employment on any property or in any facilities that are under the guidance, supervision, regulation, or control of the University, in accordance with the provisions of Section 1012.97, F.S. Employees engaged in, or anticipating, outside police employment shall seek permission in writing from the University. Such decision will be in accordance with the policy established by the University on such matters. Approval for such outside employment shall not be unreasonably withheld and will be granted if it:

1. Does not constitute a conflict of interest;
2. Does not interfere with the employee's primary duties as a University law enforcement officer; and
3. Is within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his/her job duties and responsibilities.

B. Employees may be permitted to wear their uniform and use their personal equipment, patrol car, or vessel during approved outside police employment.

C. An employee's complaint concerning the denial of an outside employment request shall be grievable up to Step 1.

19.3 Reimbursement of Costs. All mileage placed on a University automobile in outside police employment shall be paid for by the employee at the mileage rate established in Section 112.061, Florida Statutes.

Article 20
UNIFORMS AND EQUIPMENT

20.1 Uniforms. All employees shall receive a standard issue of Class A uniforms and Class B uniforms and uniform accessories, and may request replacement of such uniforms as needed. Requests for replacement of uniforms and equipment required by policy shall be honored in a timely fashion and not unreasonably denied. Class A uniforms are designated for a formal event or detail. Class B uniforms may be worn all year long unless a Class A uniform is specified. Employees may be required to wear the Class A uniform at any and all events designated by the Chief of Police or designee.

20.2 Uniform accessories and equipment will include the following minimum requirements:

- A. Gun belt, either 2 1/4 inches or 3 inches, as appropriate for the individual employee;
- B. Firearm safety (snatch resistant) holster; and,
- C. Three (3) magazines and an approved case for spare ammunition.

20.3 Uniform Maintenance and Shoe Allowance. The University will provide employees who are furnished and required by the University to wear a uniform, a uniform maintenance allowance in the amount of \$450.00 unless laundry and dry-cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of \$150.00 annually, unless shoes are furnished by the University.

20.4 Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of \$ 400.00 and a shoe allowance in the amount of \$150.00 annually, unless shoes are furnished by the University.

Article 21
TRAVEL EXPENSES

Emergency Travel. When an emergency arises requiring temporary personnel assignment with less than forty-eight (48) hour s' notice, the University agrees to make the necessary payment to the vendor for meals and lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required by the University.

Article 22

WAGES

22.1 General Increases:

- A. Each eligible employee shall receive any increases appropriated for that purpose by the Florida Legislature for ~~2017-2020~~ 2021-2023.
- B. Employees who meet the criteria for increases as set forth by the Florida Legislature and who have a current performance evaluation of "satisfactory" or better, shall be eligible for the legislatively appropriated increases.
- C. 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 ~~are~~ is permitted by the terms of the contract or grant and adequate funds are available for this purpose 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.

22.2 Salary Increase Upon Promotion. An employee temporarily promoted to an acting rank pursuant to Article 10 shall receive an increase of ten percent (10%) during the period of the temporary promotion.

22.3 Merit Increases for Performance. Employees may be eligible to receive a pay increase based on performance utilizing the same criteria applied to University Work Force employees.

~~22.3 — Additives for Special Assignments. The University may provide salary additives to employees selected for special assignments such as Field Training Officer. Prior to implementing such additives, the University shall provide the PBA with the policy including criteria and compensation, for such additives. The PBA may consult with the University prior to the implementation of the additives.~~

~~22.3 — Salary Increase Adjustment for 2017-2018~~

~~Effective the second pay period after ratification, the university will provide a salary increase adjustment in the amount of \$950 to eligible in-unit employees.~~

~~To be eligible for the 2017-2018 salary increase adjustment, employees must:~~

~~0. Have been hired by July 1, 2017 and been continuously employed through the Monday of the pay period that this salary increase adjustment is being paid to the employee (second pay period after ratification).~~

~~0. Have not been issued a Separation with Advance Notice or a notification that they have been terminated or dismissed.~~

~~22.3 Salary Increase Adjustment for 2018-2019~~

~~Effective March 1, 2019, the university will provide a salary increase adjustment in the amount of \$650 to eligible in-unit employees.~~

~~To be eligible for the 2018-2019 salary increase adjustment, employees must:~~

~~0. Have been hired by July 1, 2018 and been continuously employed through February 28, 2019.~~

~~0. Have not been issued a Separation with Advance Notice or a notification that they have been terminated or dismissed.~~

~~22.3 Salary Increase Adjustment for 2019-2020 contingent on Receipt of New Recurring Funds~~

~~Effective March 1, 2020, the university will provide a salary increase adjustment in the amount of \$350 to eligible in-unit employees, provided the University receives new legislative or new performance based recurring funding for 2019-2020 and the new recurring fund are funds for which staff salaries are an allowable expenditure.~~

~~In the event the University does not receive such funds, section 22.7 shall be null and void and section 22.5 shall be re-opened for negotiations by the parties. In this situation, no other section provision of the agreement shall be open to re-negotiation on then than section 22.7.~~

~~To be eligible for the 2019-2020 salary increase adjustment (if the University received new legislative or new performance based recurring funding for 2019-2020, employees must:~~

~~0. Have been hired by July 1, 2019 and been continuously employed through February 28, 2020.~~

~~0. Have not been issued a Separation with Advance Notice or a notification that they have been terminated or dismissed.~~

Article 23
BENEFITS

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

23.2 Death in The Line of Duty Benefits. Funeral and burial expenses, education benefits, and the State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be provided as per applicable Florida statutes.

23.3 Retired Employees.

A. Employees who have retired under the Florida Retirement System with the University shall be eligible, upon request, to receive on the same basis as other employees the following benefits, subject to University rules and procedures:

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 the Florida residency requirements, without payment of fees, on a space available basis, in accordance with Section 1009.26, Florida Statutes.

C. Under normal retirement, including disability retirement, an employee shall be presented one complete uniform including the badge worn by him/her, he employee's firearm if one had been issued as part of the employee's equipment, and an identification card clearly marked "RETIRED" consistent with the provisions of Section 112.193, Florida Statutes.

23.4 Award Program. The University agrees to promote a program of recognition awards for employees which shall include:

- A. Upon promotion, a framed certificate certifying the promotion;
- B. Awards for bravery and outstanding service;
- C. Service awards through the use of framed certificates, patches, or pins recognizing years of service with the University, specifically recognizing fifteen (15), twenty (20), and twenty-five (25) years of service; and
- D. Upon normal retirement, an identification card and badge reflecting a one "military grade" honorary promotion.

23.5 Wellness Program.

The University and the PBA recognize the benefits of wellness programs. Prior to implementing any new wellness program for law enforcement officers, the University will consult with the PBA regarding the proposed wellness program. If the parties cannot reach an agreement, any portion of the proposed program that represents a change in terms and conditions of employment would then be subject to collective bargaining prior to implementation.

Article 24
SENIORITY

24.1 Definition. For the purpose of this Article, "seniority" shall be defined as continuous service in the job classification; provided, however, that any unauthorized absence for three (3) or more consecutive days shall be considered a break in service.

24.2 Seniority Application. Except under extraordinary circumstances, vacations, shifts, shift transfers, and regular days off shall be scheduled with due regard for the needs of the University, seniority, and employee preference. The University and the PBA understand that there may be times when the needs of the University will not permit such scheduling.

24.3 Vacation and Holiday Leave. Where practicable, leave of forty (40) contiguous hours or more, or for holidays requested, shall be requested at least sixty (60) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision, nothing shall preclude the University from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

Article 25
GROOMING STANDARDS

25.1 Haircuts will conform to the following standards: Hair on top of the head will be neatly groomed. The length or bulk of the hair will not be excessive or present a ragged, unkempt appearance. When combed, it will not fall over the ears or

eyebrows, or touch the collar, except for the closely cut hair at the back of the neck. The hair of uniformed female members may touch the shirt collar but not fall below the collar's edge and may cover a portion of the ear. Long hair must be worn up in a neat, stylish manner that permits the wearing of the hat. Conspicuous barrettes, pins, or combs will not be worn.

25.2 If an employee desires to wear sideburns, they will be neatly trimmed. The base will be a clean-shaven horizontal line. Sideburns will not extend downward beyond the lowest part of the exterior ear opening.

25.3 The face will be clean shaven, except that a mustache and goatee may be worn. If a mustache or goatee is worn, it must be kept neatly trimmed and tidy. No portion of the mustache extending beyond the corners of the mouth will fall below a line parallel with the bottom of the lower lip. Handlebar mustaches are not allowed. If a goatee is worn, it shall be in accordance with the following:

- A. The goatee shall be worn with a mustache.
- B. The goatee shall not be thicker than 1/2 inch.
- C. The goatee shall not exceed a 1/4-inch width beyond the corners of the mouth.
- D. The goatee shall cover the chin, but not extend back more than 1/2 inch toward the throat.
- E. The goatee and mustache shall not be colored or dyed except to match the employee's natural hair color.
- F. The goatee shall be modified to accommodate Department equipment when operationally required.

25.4 Cosmetics and Jewelry. If worn, cosmetics shall be subdued and blended to match the natural skin color of the individual. False eyelashes are prohibited. Fingernails should be clear and trimmed so as not to extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear. Female officers may wear small post earrings. Necklaces shall not be visible when the uniform is worn.

25.5 Tattoos shall be covered if the tattoo can be seen outside the standard issued uniform. A sleeve may be worn and must be navy blue or black in color. The exception to this is the wedding band tattoo.

Article 26
REPLACEMENT OF PERSONAL PROPERTY

26.1 Policy. An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription eyewear, or such other items of personal property as have been given prior approval by the University as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed.

26.2 Specific Reimbursement Allowances and Approvals.

A. Upon proper documentation by the employee of the amount expended, the University shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - \$up to 200;
2. Prescription eye wear - \$up to 300 (including any required examination);
3. Other Items - The Chief of Police shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and
4. Total allowable per incident - \$500.

B. Such reimbursement shall be with the approval of the Chief of Police. Approval shall not be unreasonably withheld.

Article 27
NON-STRIKE

27.1 No Strike Agreement. Neither the PBA nor any of its officers or agents nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any prohibited activities as defined in Section 447.203(6), Florida Statutes.

27.2 Penalty. Any or all employees who violate any provision of the law prohibiting strikes, or of this Article, will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the University shall not be subject to the Grievance Procedure established herein.

Article 28

PREVAILING RIGHTS

- 28.1 All pay and benefits provisions published in the University Employment Policies which cover employees and 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.
- 28.2 Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by the University Employment Policies, or other appropriate administrative or judicial remedy.

Article 29 MANAGEMENT
RIGHTS

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

Article 30
TOTALITY OF AGREEMENT

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

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

Article 31
SAVINGS CLAUSE

If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforce able by any court action or by reason of any 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.

Article 32
DURATION

~~32.1 This Agreement shall be effective on the date last ratified by both parties and shall remain in full force and effect for three years from that date.~~

~~32.2 Negotiations for a successor Agreement shall begin no later than six months prior to the expiration of the successor agreement. In the event that the University and the PBA 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.~~

32.1 This Agreement shall be effective upon ratification by both parties and shall remain in full force and effect for three years from that date. The following shall be subject to renegotiation on an annual basis beginning on May 1, of each year:

- A. Wages (Article 22)
- B. Benefits (Article 23)
- C. Up to two (2) additional articles chosen by each party.

32.2 Negotiations for a successor Agreement shall begin no later than October 1, of the year preceding the expiration of the contract. In the event that the University and the PBA 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.

Collective Bargaining Agreement between
The University of West Florida
And
The Florida Benevolent Associate, Inc.
Certification Number 1443, Law Enforcement Unit
(March 22, 2018 to March 21, 2021)

This agreement has been ratified by:

For the University of West Florida Board of Trustees:

Dr. Martha Saunders, President Date

Dave Cleveland, University of West Florida Board of Trustees Date

For the Police Benevolent Association, Inc.:

Jerry Hatch Date

Alan Miller, Chief Negotiator, Date

APPENDIX
UNIVERSITY OF WEST FLORIDA

APPENDIX A

PBA REPRESENTED CLASSES

The parties have agreed that the following class codes 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:

Law Enforcement Certification No. 1443:

All law enforcement officers of the University of West Florida certified pursuant to Chapter 943, Florida Statutes, in the following classifications: Law Enforcement Officer and Law Enforcement Corporal.

CLASSCODE	CLASS TITLE
8515	Law Enforcement Officer
8517	Law Enforcement Corporal

APPENDIX
UNIVERSITY OF WEST FLORIDA

APPENDIX B

UNIVERSITY OF WEST FLORIDA PBA DUES DEDUCTIONS AUTHORIZATION

I, _____
(Full Name - Print) (Social Security Number)

an employee of the University Police Department direct the University, to deduct from my regular biweekly or monthly salary the membership dues and other authorized deductions, if any, as established from time to time by the employee organization certified to represent the bargaining unit indicated.

The University is directed to begin the deduction that is appropriate for the option selected below with the first pay period following the date this authorization form is received by the University and to continue said deduction until: 1) revoked by me at any time upon 30 days written notice to the University, 2) my transfer, promotion or demotion out of this bargaining unit, 3) the termination of my employment, or 4) revoked pursuant to Section 447.507, Florida Statutes. The deductions made pursuant to this authorization shall be transmitted to the employee organization certified to represent this u n i t .

Law Enforcement (Check One Only) Unit
Option: A
Payroll Deduction Code 0678

MY SIGNATURE HEREON IS AUTHORIZATION FOR THE UNIVERSITY OF WEST FLORIDA TO RELEASE MY SOCIAL SECURITY NUMBER IN REPORTING DUES DEDUCTIONS.

Date Signature

Distribution of Copies:
Original: University
Copy: Association

APPENDIX
UNIVERSITY OF WEST FLORIDA

APPENDIX C

STEP 1 GRIEVANCE FORM PBA

This grievance form must be filed with Human Resources. This grievance was received and filed with the University Human Resources by (CHECK ONE):

MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR

PERSONAL DELIVERY. Personal Delivery requires signature of recipient.

Received by- - - - - _____ Date

Faxed documents do not constitute an appropriate format for filing of grievances.

GRIEVANT NAME: _____

Off. Tel. No.

DEPT/DIV: - - - - -

GRIEVANT'S DESIGNATED

REPRESENTATIVE NAME: _____ Off. Tel. No. _____

DEPT/DIV: _____

OFFICE ADDRESS: _____

All University communications shall go to the Grievant's designated 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:

APPENDIX
UNIVERSITY OF WEST FLORIDA

REMEDY SOUGHT:

(See next page for additional requirements)

AUTHORIZATION

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

PBA _____
Myself _____
Other _____

I UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, I WAIVE WHATEVER RIGHTS I MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATIERS I HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATIERS.

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 Designated 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 PBA Chapter if grievant elected not to be represented by PBA.

APPENDIX
UNIVERSITY OF WEST FLORIDA

APPENDIX D

STEP 2 GRIEVANCE FORM PBA

This grievance form must be filed with Human Resources. This grievance was received and filed with the University Human Resources by (CHECK ONE):

MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); OR PERSONAL DELIVERY. Personal Delivery requires signature of recipient.

Received by- - - - - Date, _ _ - - - - -

Faxed documents do not constitute an appropriate format for filing of grievances.

GRIEVANT NAME: _____ Off. Tel. No. _____

DEPT/DIV: _____

GRIEVANT'S DESIGNATED REPRESENTATIVE NAME: _____ Off. Tel. No. _____

DEPT/ DIV: _____

OFFICE ADDRESS: _____

All University communications shall go to the Grievant's Designated 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
UNIVERSITY OF WEST FLORIDA

(See page 2 for additional requirements)

AUTHORIZATION

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

PBA _____

Myself _____

Other _____

1 UNDERSTAND AND AGREE THAT BY FILING THIS GRIEVANCE, 1 WAIVE WHATEVER RIGHTS 1 MAY HAVE UNDER CHAPTER 120 OF THE FLORIDA STATUTES WITH REGARD TO THE MATTERS 1 HAVE RAISED HEREIN AND UNDER ALL OTHER UNIVERSITY PROCEDURES WHICH MAY BE AVAILABLE TO ADDRESS THESE MATTERS.

Signature of Grievant(s)

Date

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

The Step 2 decision shall be transmitted to Grievant's Designated 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 PBA Chapter if grievant elected not to be represented by PBA.

APPENDIX
UNIVERSITY OF WEST FLORIDA

APPENDIX E
NOTICE OF ARBITRATION PBA

This grievance form must be filed with Human Resources. This grievance was received and filed with the University Human Resources by (CHECK ONE):

___ MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested);
OR PERSONAL DELIVERY. Personal Delivery requires signature of recipient.

Received by- - - - - Date _____

Faxed documents do not constitute an appropriate format for filing of grievances.

The Police Benevolent Association (PBA) hereby gives notice of its intent to proceed to arbitration in connection with the decision of the University dated and received by the Grievant's Designated Representative on _____ in the grievance of:

NAME : -----

University FILE NO.

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

Signature of PBA Representative Date

I hereby authorize the PBA to proceed to arbitration with my grievance. I also authorize the PBA and the University or its representatives to use, during the arbitration proceedings, copies of any materials in my personnel file pertinent to this grievance and to furnish copies to the arbitrator.

Signature of Grievant(s) Date

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

For the PBA Date

APPENDIX
UNIVERSITY OF WEST FLORIDA

This notice should be sent to:

For the PBA Date

For the UWF Date

University of West Florida Human
Resources Building 20 E

For the UWF Date

Special UWF Board of Trustees Meeting

August 19, 2021

Issue: Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees Council 79 (AFSMCE)

Proposed Action: Ratification of the 2021-2024 UWF-AFSCME Collective Bargaining Agreement

Background Information: The current Collective Bargaining Agreement between the University and the American Federation of State, County and Municipal Employees Council 79 (AFSCME) was effective from June 29, 2017 through June 28, 2020. Representatives of the UWF Board of Trustees and AFSCME began negotiating a successor Collective Bargaining Agreement in October 2020. Negotiations between the parties were concluded in late May 2020 resulting in the following changes to the 2017-2020 Agreement (please see the supporting documentation for full details):

Cover Page

- Removed the Local 2201 as this is no longer correct.
- Update the AFSCME logo

Article 1- Recognition

- Added language that the University shall not restructure the state of the bargaining unit position classifications unless mandated by legislature or statute.

Article 2- Definitions

- Updated the definition of a work unit.

Article 3- University Policies

- This is a new article in the Agreement.
- In-unit AFSCME employees will abide by University policies and procedures unless otherwise stated in the Agreement.

Article 4- Nondiscrimination

- Updated the language for in-unit AFSCME employees to abide by the University policy related to nondiscrimination.

Article 5- AFSCME Activities

- Removed the word "Chapter" and replaced with "Council 79."
- AFSCME can utilize campus mail and email system to fulfil statutory responsibilities.
- The University will notify AFSCME no later than five days for departmental new employee orientation. This was three days.
- Updated the list of items to be sent in an excel spreadsheet to AFSCME on a semi-annual basis.

Article 6- Grievance Procedure

- Revised language so that a grievance can be filed in person, by mail, or by email.
- Revised the procedure for the selection of an Arbitrator.

Article 8- Layoff, Recall, and Separation with Advance Notice

- Added furlough language that corresponds with HR policy on separations from employment.
- Removed the Separation with Advance Notice (SWAN) section.
- Revised the layoff retention points. This will be based on the past five years of the in-unit AFSCME employee's performance evaluations.

Article 11- Classification Review

- Removed language requiring the in-unit AFSCME employee to work a number of days in order to move to a higher classification.

Article 14- Performance Evaluations

- Revised the special performance evaluation review from 60 days to 90 days.

Article 17- Leaves of Absence/Holidays

- Updated the holiday list.

Article 18- Learning Opportunities

- Added that the selection process for learning opportunities can be grievable.

Article 21- Seniority

- This is a new article.
- Added seniority criteria.

Article 23- Wages

- Removed all past wage adjustments.
- Revised minimum wage language to reflect the Florida Amendment 2 minimum wage increase to \$15/hour by 2026. In-unit AFSCME employees will receive a \$1.00/hour increase beginning each year beginning September 30, 2021 and ending September 20, 2025.
- A "me-too" clause was added for across the board salary adjustments or cost of living increases approve by the President or any other governing board.

Article 24- Benefits

- Added union sponsored benefits that do not compete with current benefits offered at the University.

Article 27- Management Rights

- Added that the CBA supersedes policy until such time the policy can be bargained.
- Added notification to AFSCME for any policy changes.

Article 30- Duration

- Revised language to reflect a re-opener on May 1 of each year to include:
 - Article 22 Wages
 - Article 23 Benefits
 - Up to two articles can be added by each party.

Appendixes

- Appendixes were revised to reflect submittal, contact information, etc.
- These forms will be put into an electronic format once the CBA has been ratified.

Implementation Plan: The American Federation of State, County and Municipal Employees Council 79 (AFSCME) ratified the proposed changes to the Collective Bargaining Agreement on July 2, 2021.

Fiscal Implications: Cost of minimum wage increase.

Supporting documents: Agreed upon 2021-2024 UWF-AFSCME Collective Bargaining Agreement

Prepared by: Jamie C Sprague
Associate Vice President Human Resources
University of West Florida
jsprague@uwf.edu
850.474.2156

Facilitator/Presenter: Jamie C Sprague
Chief Negotiator
Associate Vice President Human Resources
University of West Florida
jsprague@uwf.edu
850.474.2156

Collective Bargaining Agreement

between

University of West Florida
Board of Trustees

and

American Federation of State, County,
and Municipal Employees
Council 79



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PREAMBLE

This Agreement is between the University of West Florida Board of Trustees, hereinafter called the “Board” or the “University” and the Florida Public Employees Council 79, 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 public employers and their employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of public universities; and

WHEREAS, it is recognized by the Board and AFSCME that terms and conditions of employment of the employees covered by this agreement are contained in this Agreement and in the University of West Florida rules, regulations and policies; and

WHEREAS, the Board retains and reserves to itself the rights, powers, and authority vested in it, including the right to plan, manage, and control the University and in all respects carry out the ordinary and customary functions of management. All such rights, powers, and authority are retained by the Board, subject to those limitations imposed in this Agreement. Only violations of such limitations shall be subject to Article 6, Grievance Procedure.

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 University West Florida employees included in the University of West Florida Operational Services bargaining unit (Certification No. 730) as defined in the certification issued by the Florida Public Employees Relations Commission (RC-2003- 038)

- B. This Agreement covers all full-time and part-time employees in the classifications and positions listed in Appendix A of the Agreement, except for those individuals filling full-time and part-time positions excluded pursuant to Section 1.2. All in-unit employees shall be members of the University of West Florida University Work Force and are covered by the broadbanding classification system.
- 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 of 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. The University shall not restructure the status of bargaining unit position designation which require the positions to be excluded from the AFSCME bargaining unit unless mandated by the legislature or by statute.
- B. When the Board establishes a new Operational Services position class 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 position 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 Trustees” or “Board” means the Board of Trustees of the University of

West Florida or the University of West Florida, acting directly or through its Chief Executive Officer, or through its other employees.

- 2.3 “Chief Executive Officer” means the President of the University of West Florida or designee.
- 2.4 “Days” mean calendar days, excluding any day observed as a University holiday. In the event that any action falls due on a Saturday, Sunday, or State or University holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.
- 2.5 “Employee” means a member of a bargaining unit described in Article 1.
- 2.6 “Grievance” means a dispute filed with Human Resources (~~“Step 1”~~), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement.
- 2.7 “Grievant” means an employee or group of employees who has/have filed a grievance over a provision of this Agreement which confers rights upon the employee. AFSCME may file a grievance over a provision of this Agreement which confers rights upon AFSCME.
- 2.8 “Management Representative” means an individual designated to hear grievances on behalf of the University.
- 2.9 “Position” means a position in a class included in the bargaining unit described in Article 1.
- 2.10 “Position Orientation Year” is the first year of employment of an individual at the University of West Florida. Individuals in their Position Orientation Year in any position class may be terminated from employment at any time, for any reason. Employees terminated during the position orientation year shall not receive notice and may not appeal the termination. Employees who have completed the position orientation year will not be required to serve an additional position orientation year if they change positions. Guidelines regarding the Position Orientation Year are provided in the UWF Employment Regulations and policies.
- 2.11 “President of Council 79” includes his/her representatives.
- 2.12 “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.

- 2.13 “University” means the University of West Florida or the Board of Trustees of the University of West Florida.
- 2.14 “Work Unit” for purposes of the negotiation committee means any of the following units: Housing and Residence Life, Facilities Maintenance, Building Services, Utilities, Information Technology, Academic Affairs or the University of West Florida Historic Trust and any new unit added by the University which bargaining unit employees are assigned to work.

ARTICLE 3
RESERVED UNIVERSITY POLICIES

- 3.1 The employees acknowledge the university policies and agree to abide by and comply with the policies and procedures contained therein, except as expressly superseded by the Agreement. The University shall not amend or implement any current or proposed rules or regulations relating to wages, hours, or terms and conditions during the term of this agreement.

ARTICLE 4
NONDISCRIMINATION

A. Each employee has the right to a work environment free from unlawful discrimination and harassment. Neither the ~~Board of Trustees~~University nor AFSCME shall discriminate against or harass any employee based upon ~~upon race, color, gender, sexual orientation, religion, national origin, age, veteran status, disability, or marital status any category protected by law or by University policy P-13.09-02/20.~~ ~~—~~ Nor shall the ~~Board~~University or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, Florida Statutes.

4.1

~~—~~ B. Neither the University nor employees shall discriminate against or harass any individual based upon the individual’s race, color, gender, sexual orientation, religion, national origin, age, veteran status, disability or marital status.

~~Sexual harassment is a prohibited form of gender discrimination. 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.~~ Sexual harassment is a prohibited form of sex discrimination.

C. Employees are required to report immediately unlawful discrimination or harassment to appropriate administrators. Appropriate administrator includes, but are not limited to, the employee's immediate supervisor, the next level supervisor, the Human Resources Director, the Equal Opportunity Coordinator, the Police Victim's Advocate and any University Director or Vice President.

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

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

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

ARTICLE 5

AFSCME ACTIVITIES

5.1 Policy. The President of the ~~local AFSCME Chapter~~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 UWF Chief Executive Officer. The Chief Executive Officer or designee will initiate contact with the President of the local Chapter concerning matters which require action by, or coordination with the local Chapter.

5.2 Designation and Selection of Representatives.

A. The President of the ~~local Chapter~~Council 79 shall annually furnish to the Board, no later than July 1, a list of Stewards/AFSCME Employee Representatives, the Local AFSCME Presidents, and AFSCME Staff representatives. This list shall include the class title, 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, the Local AFSCME President, and AFSCME Staff Representatives list within fourteen (14) days of implementation of such changes. The Board and University will not recognize any person as a Steward/AFSCME Employee Representative, Local AFSCME President, or AFSCME Staff Representative whose name does not appear on the list.

B. The President of ~~the local AFSCME Chapter~~ Council 79 shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with no more than four employees designated.

C. The 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 University shall annually furnish no later than July 1 a list of Step 2 management representative by name and title to the local AFSCME President, unless there have been no changes in the list from the preceding year.

5.3 Representative Access.

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

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

D. The University may establish an account into which

AFSCME may deposit funds that would be used to reimburse the University for services provided.

5.4 Printed Agreements. The Board will provide AFSCME one copy for each represented employee 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. 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~~ official AFSCME matters. No material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any personal 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.

D. AFSCME shall have the right to use the University's campus mail and email system in like manner as 5.5 B to fulfill its statutory responsibilities under Chapter 447, Part II, Florida Statutes.

5.6 Regulations and Agendas.

A. Upon request, the Board shall provide AFSCME with the website link for University regulations.

B. At least 21 days prior to the adoption or amendment of any University personnel regulation which will change the terms and conditions of employment for employees, the University will provide notice to AFSCME of its intended action, including a copy of proposed regulation, a brief explanation of the purpose and effect of the proposed regulation, and name of a person at the University to whom AFSCME may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a regulation is promulgated as an emergency regulation.) AFSCME may provide written comments, concerns, or suggested revisions in accordance with written policies AFSCME may use the consultation process described in Section 5.7 to discuss proposed revisions to a University personnel regulation, however AFSCME must request consultation within 10 days of receipt of notice of the proposed regulation revision. Nothing in this section precludes or limits, or is intended to preclude or limit, AFSCME from exercising rights related to regulation proceedings.

5.7 Consultation

A. Consultation with Chief Executive Officer. The Chief Executive Officer or designee 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 Human Resources of the proposed consultation, who will notify the Chief Executive Officer/designee.

1. Up to two (2) AFSCME members (each from a different department) shall be permitted to attend a consultation set in accordance with Article 5.7A, when it occurs during their regular work hours. The two (2) AFSCME members shall be excused from work for that purpose without having to take leave and without the loss of pay. AFSCME shall provide the names of the two (2) individuals to the Human Resources department at least 48 hours prior to the scheduled consultation for this purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked. Neither AFSCME member shall be credited for more than eight (8) hours for any day of consultation, nor shall the time in attendance be counted as hours worked for the purpose of computing compensatory time or overtime.

5.8 Negotiations.

A. Parties and Location. AFSCME agrees that all collective bargaining is to be conducted with Board Representatives designated for that purpose. There shall be no negotiations by AFSCME at any other level.

B. AFSCME Committee. AFSCME shall designate in writing a negotiation committee consisting of not more than three (3) representatives. In the event that an employee designated as a Committee member is unable to attend AFSCME collective bargaining negotiations, AFSCME may designate an alternate to the negotiation committee.

C. AFSCME agrees that if more than one employee per unit serves as the negotiation committee the members will rotate their service so that no more than one (1) will serve in negotiations. This provision is subject to the following additional limitations:

1. For the purposes of this section, a unit is defined as Housing and Residence Life, Facilities, Information Technology, Academic Affairs and UWF Historic Trust and separate Facilities units including Maintenance, Building Services, and Utilities.

D. Administrative Leave for Negotiating Sessions

1. Up to three (3) AFSCME members (each from a different

department) shall be permitted to attend AFSCME-UWF collective bargaining negotiations that take place during their regular work hours. The three (3) AFSCME members shall be excused from work without taking leave and with no loss of pay. AFSCME shall provide the names of the individuals in writing to Human Resources at least 48 hours in advance of bargaining negotiations for this purpose.

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 University shall not reimburse the Committee member or alternate for travel, meals, lodging, or any other expense incurred while on paid administrative leave for attending negotiating sessions.

E. Ratification Activities

Up to three (3) AFSCME members (each from a different department) shall each be permitted to participate in up to four (4) hours of AFSCME-UWF contract ratification activities that take place during their regular work hours. The three AFSCME members shall be excused from work for this purpose without taking leave and with no loss of pay. This is a total allotment of 12 hours. Participation in contract ratification activities that take place outside of the employees' regular working hours shall not be deemed time worked.

5.9 Leave for Negotiating the 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.

5.10 New Employee Orientation

The University shall notify the AFSCME Local President no less than ~~three (3)~~ five (5) days in advance of a departmental new employee orientation. The AFSCME Local President, or his/her designee, and/or an AFSCME Council 79 representative shall have 15 minutes at the department orientation to educate new employees about the

AFSCME bargaining unit and AFSCME's role as the certified bargaining agent. If there is no departmental orientation, the AFSCME Local President, or his/her designee and /or an AFSCME Council 79 will be afforded 15 minutes with the new employee for the purposes outlined above. This time shall be scheduled by mutual agreement of the AFSCME Local President and the employer (by contacting Human Resources) as to not interrupt University operations. The union may also provide written information to the new employee about AFSCME. If the employer requests, the employer may review the information that AFSCME is providing to the new employee. Nothing provided shall be detrimental to the employer or political in nature. The 15-minute time period spent by the AFSCME Local President or designee shall be without loss of pay or benefits.

5.11 Bargaining Unit Lists

Upon request by AFSCME Council 79, but not more often than semi-annually, the University will provide to AFSCME an excel spreadsheet list of all in-unit employees. The spreadsheet will include the following fields: ~~employee's name, work location/department, rate of pay, classification title, UWF ID, working title, class code, original hire date, FTE, work email address, and building room. This shall be provided to AFSCME without charge.~~ Employee ID, Employee Name, Home Address, Zip, Personal Phone, Work Phone, Title/Position, Location, Department Name, Hire Date, and salary. This information will be prepared on the basis of the latest information available in the database at the time of the request. This shall be in EXCEL format and provided to AFSCME without charge.

If the AFSCME would like to include additional fields in the spreadsheet, the AFSCME will be charged for the information in a manner consistent with Chapter 119, Florida Statutes.

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 provision 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 provision 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. Grievance may be filed in person, by mail, or email.

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

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

E. All grievances must be filed within thirty (30) days following the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of the event if the 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 shall not retaliate against any employee who participates in the procedures set forth in the Article.

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

H. Each grievance, request for review, and arbitration notice must be submitted in writing on the appropriate form attached to this Agreement as Appendices C, D, and E, respectively, and with all required attachments as noted on each Appendix. Appendices C and E must be signed by the grievant. 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 a grievant, the 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 University at any step of the grievance process, and such agreement shall be binding on the grievant.

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

1. The AFSCME President or Steward/AFSCME Employee Representative will not be allowed time off with pay to investigate his/her own grievance.
2. Time spent by the AFSCME President or Steward/AFSCME Employee Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.
3. 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 filing of a grievance from with Human Resources shall initiate the formal grievance process. The Step 1 Management Representative shall schedule a meeting between the grievant, the grievant's Steward/AFSCME Employee Representative, and any other appropriate individual within fifteen (15) days following receipt of the grievance if no postponement is requested, or receipt of written notice that the grievant wishes to proceed with the Step 1 meeting if a postponement was previously requested. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Step 1 Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons therefore, 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 and documents referenced in the decision shall be sent to the grievant and to the AFSCME Representative or to the 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 Step 1 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 Step 1 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 or the grievant's Steward/AFSCME Employee Representative 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 or 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 Human Resources within thirty (30) days following receipt of the Step 1 decision by the grievant or the grievant's Steward/AFSCME Employee Representative. The Step 2 Management Representative, grievant or the grievant's

AFSCME Staff Representative shall schedule a meeting for the purpose of reviewing the matter within fifteen (15) days following receipt of the request for review.

2. The Step 2 Management Representative shall issue a written decision, stating the reasons therefore, to the grievant or the 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 the 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.~~ Selection of Arbitrator. Upon receiving a notice of arbitration, either the University or AFSCME will contact the Federation Mediation and Conciliation Services (FMCS) to request an arbitrator panel list of seven (7) names. The parties shall select an arbitrator by alternatively striking names from the list until only one (1) remains. The party filing the grievance shall strike first. By mutual agreement, the parties may select an arbitrator who is not a member of the panel provided by FCMS.

~~a) 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 Pensacola.

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 thirty (30) days from the date of the closing of the hearing or from the deadline for 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 and/or the University under 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 the Chief Executive

Officer or UWF Board of Trustees as otherwise granted by law or the rules or regulations of the Board of Governors or of the 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 University Employment Regulations or policies 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 the 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 expense. AFSCME will not be responsible for costs of an arbitration to which it is 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 University 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~~ on 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 2000e et seq.

B. An employee who has not completed the orientation period 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 regular status employees or

employees who have completed their position orientation year may be taken only for just cause. Non-disciplinary separations are covered in Article 8.

7.3 Grievability.

A. Suspensions, demotions, reductions in base pay, and terminations administered to employees who have completed their position orientation year are subject to Article 6, Grievance Procedure.

B. Oral reprimands shall not be grievable under the provisions of this Agreement. Oral reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least one (1) year. Such oral reprimands shall be marked "Invalid in accordance with Section 7.3(b)" any time after that one (1) year period upon written request of the employee. However, such reprimands can be used to show that the employee was warned in the past about his or her conduct.

C. Written reprimands shall be subject to the grievance procedure in Article 6, but only through Step 2. Written reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least two (2) consecutive years. Such written reprimands shall be marked "Invalid in accordance with Section 7.3(C)" any time after that two (2) year period upon written request of the employee. However, such reprimands can be used to show that the employee was warned in the past about his or her conduct.

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 the right, upon request, to AFSCME representation during investigatory questioning that may reasonably be expected to result in disciplinary action, and during predetermination conferences.

B. When an AFSCME representative is selected to assist an employee, the representative may be allowed a reasonable amount of time off for this purpose, subject to the limitation 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

LAYOFF, FURLOUGH, AND RECALL ~~AND SEPARATION WITH ADVANCE NOTICE~~

8.1 Layoff.

A. When an employee is to be laid off, the University shall implement such layoff in accordance with the provisions set forth below. When circumstances permit, the University shall notify the local AFSCME President at least thirty (30) days in advance of a layoff.

B. Employees may be laid off at any time as a result of adverse circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; curtailment or abolishment of one or more programs or functions; shortage of work; or a material change of duties. The University shall notify AFSCME when a layoff is to take place.

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

D. The University shall direct laid off employees to Human Resources for employment counseling.

E. Employees are to be informed of layoff as soon as practical. Where circumstances permit, all employees are to be provided with at least thirty (30) calendar days' notice. However, an employee who has completed his/her position orientation year shall be given no less than fourteen (14) calendar days' notice of layoff or in lieu of thereof, two weeks' pay at the employee's current regular hourly rate, or a combination of notice and pay. A notice of layoff shall be sent to the employee by certified mail, return receipt requested, or delivered in person to the employee. The notice to the employee of layoff shall include the effective date of layoff, the reason for layoff and any appeal/grievance rights, including applicable filing deadlines.

F. 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 Retention Points

A. When there are multiple positions in the same class within the layoff unit available, the following procedures for calculating retention points shall be used.

1. Within the layoff unit, employees who have completed the position orientation year shall be ranked on a layoff list based on retention points derived from length of service and evaluations. Employees who work less than full time shall have their retention points determined in proportion to the time worked. Layoff rights extend only to employees who meet the specific qualifications and equivalent FTE of the position regardless of their placement on the layoff list.

a) One point for each month of continuous employment at the University in the Operational Services Unit.

(i) No retention points shall be granted for a month in which the employee was not on the payroll.

(ii) The period of leave for active military service in accordance with Chapter 115, F.S. shall count as continuous employment and shall be considered to be at the same level of performance as last evaluated.

b) Points for performance ~~as follows~~ based on the past five (5) years of performance evaluations as follows:

(i) One point for each ~~month of service~~ performance evaluation at the "meets" or "satisfactory" level.

(ii) Two points for each ~~month of service~~ performance evaluation at the "above" level.

(iii) Three points for ~~each month of service~~ performance evaluation at the "exceeds" or "superior" level.

(iv) Any period of service not covered by an evaluation shall be computed as previously evaluated.

c) Points shall be deducted for disciplinary action issued after the date of

ratification of this collective bargaining agreement, as follows:

- (i) Two points shall be deducted for each oral reprimand, except, however, only one point shall be deducted for oral reprimands marked "Invalid in accordance with Section 7.3(B)."
- (ii) Three points shall be deducted for each written reprimand, except, however, only one and a half points shall be deducted for written reprimands marked "Invalid in accordance with Section 7.3(C)."
- (iii) Four points shall be deducted for each suspension

B. After totaling the retention points, layoff shall be in order, beginning with the employee with fewest points. Recall, if it occurs, shall be in order, beginning with the employee with the greatest points. When two or more employees have the same total retention points, preference shall follow the order of the longest University service in the class.

8.3 Recall.

A. Employees who have completed the position orientation year have recall rights for one year following layoff.

B. Laid off employees shall be recalled in accordance with the procedures contained in this subsection.

C. When a vacant position exists at the University in the same class within the same unit from which the employee was laid off, the employee who has been laid off and who is not otherwise employed in an equivalent position who has the highest number of retention points and who meets the special qualifications and relevant experience required for the vacant position shall be offered the position.

D. Upon recall, the employee shall not be required to serve another position orientation year and the total retention points computed at the time of the layoff shall be restored to the employee.

E. An employee who refuses an offer of recall shall forfeit further recall rights.

~~8.3 Separation with Advance Notice (SWAN)~~

~~E. An employee, except for those in acting, temporary, visiting, time-limited or~~

~~emergency appointments may be separated from the University as long as he or she is provided with appropriate advance notice or payment in lieu therefore, where applicable. Separation with Advance Notice is not a disciplinary action and is therefore not grievable, and may be taken without cause in accordance with UWF Employment policies. Decisions to separate employees shall not be based upon constitutionally impermissible grounds. Employees in acting, temporary, visiting, time limited or emergency appointments may be separated from the University without advance notice.~~

~~E. — Advance Notice of Separation shall be given in writing as follows:~~

~~0. — Employees who completed two or more years of continuous service with the University, by January 1, 2000, shall be given 12 months advance notice of separation.~~

~~0. — Employees hired on or before July 1, 2004 shall be given advance notice of separation as follows:~~

~~) — Employees in their first two years of employment with the University shall be given 120 days advance notice of separation.~~

~~) — Employees in their third year of employment or beyond with the University shall be given six months advance notice of separation.~~

~~0. — Employees hired after July 1, 2004 shall be given advance notice of separation as follows:~~

~~) — Employees in their second year of employment receive 60 days' notice.~~

~~) — Employees in their third year of employment or beyond receive 90 days' notice.~~

~~E. — The Advance Notice of Separation shall include the last date of employment with the University.~~

~~0. In the event a break in service for more than one semester in one full year or more than two semesters in two full years, only service following such break shall be counted for purposes of determining length of service. Approved paid or unpaid leaves shall not be considered a break in service.~~

~~E. — An employee who has received an advance notice of separation may be reassigned to other duties, responsibilities and locations for the duration of the notice~~

~~period.~~

~~E. — An employee who has received an advance notice of separation shall not receive any pay increases during the advance notice period.~~

~~E. — The University may opt to pay an employee an amount equivalent to the salary he or she would have earned during the advance notice period in lieu of providing advance notice of separation.~~

8.1 8.4 Furlough

A. A furlough shall be administered with the following provisions:

1. A furlough is the placement of an employee in a temporary, unpaid leave from work status for a specified number of hours, days, weeks, or months within a stated time frame, which may be extended based on the business needs of the University. A furlough is not a layoff or a reduction in workforce and may be used to avoid or delay such action. In the event of a furlough, no layoff rights will apply. A mandatory furlough program may be instituted at any time in order to preserve the financial well-being of the University. A furlough can be instituted if the University experiences a significant budget reduction due to a catastrophic event, reduction in state funding, or other loss of revenue that causes a significant operating budget deficit, or in the event that work for an employee is temporarily unavailable.

2. Any employee may be subject to a furlough, except employees on certain temporary non-immigrant Visas.

3. In the event that the President determines it is necessary for the financial health and stability of the University, or a specific unit of the University, the President may permit a University unit to implement furloughs. The President will direct the Division Head to create a plan and consult with and obtain approval from the Associate Vice President of Human Resources prior to implementing, modifying, or terminating a furlough.

4. Prior to assignment of furloughs, the University may seek and accept volunteers for furlough. In the event that there are no volunteers, the University will assign furloughs with respect to seniority (Article 21) within each classification.

5. Recall-Employees shall be recalled by seniority within classifications in the reverse order of the furlough.

6. Benefit Status While on Furlough

a. Employees may not use accrued leave (annual, sick, or compensatory leave) during a furlough.

b. The University will pay the employer portion of the State of Florida healthcare and basic life insurance premiums.

c. Employees are responsible for paying and arranging payment for the employee portion of the State of Florida healthcare and basic life insurance premiums.

d. Because retirement contributions are based on actual earnings, contributions by both the University and the employee will be decreased during a furlough.

e. An employee's continuous service, length of service, or anniversary hire date will not be affected by any period of furlough.

f. Employees who remain in partial pay status during a furlough shall accrue leave on a pro rata basis in accordance with University policy.

g. Employees on furlough may continue to utilize the University's Employee Assistance Program (EAP) for 90 days from the date of the furlough.

7. Notice

a. Where practicable, employees shall receive written notice no less than seven calendar days before being placed on furlough. The notice will include the approximate duration of the furlough and a description of the hours, days, weeks, or months that are the subject of the furlough.

b. The conditions of the furlough, including termination, are subject to modification upon written notice to the impacted employee. Where practicable employees shall receive written notice no less than seven calendar days before modifications to the furlough conditions.

c. The University will notify the local AFSCME **Union** and the AFSCME state office no less than fourteen (14) days prior to taking such action.

8. Work

a. Employees will not perform any work during the furlough period.

b. To ensure compliance with the Fair Labor Standards Act (FLSA), exempt employees' furloughs must be in seven-day increments aligned with the University's workweek.

c. Supervisors cannot authorize overtime in a separate non-furlough workweek to permit non-exempt employees to recoup wages lost by a furlough day.

d. During the furlough period, the University will provide the employee instructions on how to access and view available university job openings. The employee is advised to notify Human Resources and the Vice President of Finance and Administration of any job opening they are interested in and believe they are qualified for. If the employee is determined by Human Resources and the appropriate Division Head to be the most qualified person for the job opening, the University will offer the employment to the furloughed employee.

e. Employees funded by contracts and grants, who have work that can be performed that benefits the award, and is allowable per the sponsor/award, can be paid on a sponsored project. In this case, the employee is not considered furloughed or only partially furloughed. Employees cannot be paid on a sponsored project if there is not work to be performed during the furlough period.

9. Grievance

a. The basis for a furlough is not grievable. However, the furlough procedures are grievable.

**ARTICLE 9
CHANGE IN ASSIGNMENT**

9.1 Procedure.

- A. An employee with regular 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 the 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 seven (7) days' notice prior to being reassigned or transferred by the University. 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, which may include, but not is limited to, the applicant's related experience, 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 University and should be based on the relative merit and fitness of the applicants.

C. If an employee applied for the position, but was not selected, that employee may file a grievance under Article

6. The only issue to be addressed by such grievance is whether the University exercised its judgment in an arbitrary and capricious manner.

ARTICLE 11 CLASSIFICATION REVIEW

- 11.1 Classification Changes. When the University determines that a revision of a class specification for positions covered by this agreement is needed, and such revision affects the collective bargaining unit designation, the University shall notify AFSCME in writing of the proposed change. AFSCME shall notify the University, in writing, within fifteen (15) days of receipt of the proposed changes, of any comments it has concerning the proposed changes or of its desire to discuss the proposed changes.
- 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 by Human Resources. Human Resources will conduct an objective review, and if any pay adjustment is warranted, it

will be made when the reclassification is determined.

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 Human Resources office. Duplicate personnel files may be established and maintained within the University. Such duplicate personnel files may contain part or all of the items filed in the official personnel, 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.

12.2 Contents of Personnel Files.

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

B. Where the Chief Executive Officer, 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 documents will be removed from the official personnel file and duplicate personnel files.

C. Records of disciplinary action shall be placed in an employee's personnel file within ninety (90) days or after the action is final, whichever is earlier.

D. University commendations and awards presented to an employee ~~may will,~~ upon request, ~~and where practicable,~~ be placed in the employee's personnel file where copies are provided to Human Resources.

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 will respond to the employee in a timely manner. Where the employee's report was in writing, the response shall be in writing. An employee acting in good faith may refuse to accept an assignment when the employee has reasonable grounds to believe an unsafe or unhealthy working condition exists in the work area which poses an immediate threat to the employee's physical well-being.

D. The University shall make reasonable attempts to notify affected employees of major remodeling or major construction.

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 the higher-level administrator. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the next higher-level supervisor. 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 completed the position orientation year does not meet performance standards (by receiving a “needs improvement” or “below” rating on an evaluation), 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 a supervisor 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 position no sooner than ~~sixty (60)~~ ninety (90) days after receipt of the improvement plan if inadequate 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: An employee who has completed the position orientation year 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. An employee who has completed the position orientation year and who is

demoted or dismissed for an evaluation of not meeting performance standards may grieve the demotion or dismissal pursuant to the provisions of Section 7.3A.

14.4 Pay for Performance. Subject to available funding, the Board of Trustees provides for a pay for performance plan. The plan defines an amount of additional pay or a bonus based upon employees’ performance evaluations. The parties acknowledge that members of the bargaining unit shall be eligible for this benefit to the same extent and in the same manner as other University Work Force employees.

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 the University of West Florida Employment Regulations and policies 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.
- B. With prior written notification of at least three (3) work-days to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. However, such exchanges will not be approved where it would cause overtime. 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.
- C. 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.

D. 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. There shall be a thirty (30) minute paid rest period and a thirty (30) minute unpaid lunch period during each full eight (8) hour work shift. The rest period shall occur between the start of the work day and the lunch period. Whenever possible, the lunch period shall be scheduled at the middle of the work shift.

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 AND UNSCHEDULED UNIVERSITY CLOSURES

16.1 On-Call Assignment.

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

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

16.2 On-Call Payment.

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

B. When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar and 50 cents (\$1.50) per hour for each hour such employee is required to be on-call.

C. An employee who is required to be on-call on a Saturday, Sunday, or University holiday will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the 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 (1) 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-In Procedure. During an unscheduled closing of the University or during an university emergency, employees are required to call their supervisor, one time at a number that has been provided by the supervisor, at least one hour prior to the employee's next normally scheduled work shift. If the supervisor does not answer, the employee will call the work control center at 850-857-6000. If that number is not answered, the employee will leave a message with a phone number where they can be reached.

16.4 Call-Back.

A. If an employee is called back to perform work beyond the employee's scheduled hours of work for that day, or while the University is experiencing an emergency or unscheduled closing, 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.

B. Employees who are called back into work will be paid in accordance with FLSA requirements.

ARTICLE 17 LEAVES OF ABSENCE/HOLIDAYS

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

West Florida Employment Regulations and policies.

17.2 Leave to Supplement Workers' Compensation Benefits. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with University of West Florida Employment Regulations and policies.

17.3 Holidays. Employees shall be entitled to University holidays as defined by University regulations. UWF/REG-2.028. The authorized University as follows:

(a) New Year's Day, January 1

(b) Birthday of Martin Luther King, Jr., third Monday in January

(c) Memorial Day, last Monday in May

(d) Independence Day, July 4

(e) Labor Day, first Monday in September

(f) Veteran's day, November 11

(g) Thanksgiving Day

(h) Friday after Thanksgiving

(i) Christmas Day, December 25

(j) Winter Holiday, all regularly scheduled workdays beginning December 24 and continuing through January 1

(k) The President may designate additional holidays as appropriate for operational efficiencies.

If any holiday listed in paragraphs 17.3 (a)-(j) above fall on a Saturday, the Friday preceding that holiday shall be observed as a holiday. If any holiday listed in paragraphs 17.3 (a)-(j) above falls on a Sunday, the Monday following that holiday shall be observed as a holiday.

Full-time leave accruing employees are entitled to eight (8) hours of Holiday pay for each holiday. Part-time leave accruing employees are entitled to a pro-rated amount based on their FTE each holiday.

ARTICLE 18 LEARNING OPPORTUNITIES

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

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

B. The University will make good faith efforts to provide newly-hired employees

with an orientation session to explain procedures, policies, standards, and performance

expectations of the employee, and to provide staff training and development programs for employees. The University will also provide information to increase employee awareness of sexual harassment.

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

D. In accordance with the University's established policies and procedures, an employee may be allowed administrative leave 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. The 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. Employees shall be provided with tuition free courses in the same manner and to the same extent as UWF employees.

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

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

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

[in this article.](#)

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 Executive Officer or designee within ten (10) days of receiving the notice. The President of the local AFSCME Chapter may also request consultation with the Chief Executive Officer regarding the impact on affected employees of such contracting-out.
- 19.2 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.
- 19.3 The University shall provide out placement and counseling services to affected employees.
- 19.4 If an affected employee is laid-off as a result of the University contracting-out his or her 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 for employees who have submitted an AFSCME deduction authorization form, Appendix B. The University will also make other AFSCME related deductions as instructed by employees in writing on the AFSCME deduction authorization form. Employee transfers or promotions within the bargaining unit shall not require the submission of new forms.
- B. The dues and other authorized deductions shall be made on the employee's regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues and other authorized deductions shall be remitted by the University to the AFSCME State Office within thirty (30) days after the deductions are made, or as soon thereafter as possible. Accompanying each

remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee has 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 office revoking that employee's prior deduction authorization, (2) the termination of employment, (3) the transfer, promotion, or demotion of the employee out of the bargaining unit.

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 University 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 SENIORITY

21.1 Seniority means the employee's length of service with the University. Two types of seniority shall be recognized:

A. **University Seniority.** The uninterrupted length of time served with the University since the last date of hire.

B. **Classification Seniority.** The uninterrupted length of time served in a classification since the most recent date of appointment or promotion to that classification.

C. Seniority shall be broken only by discharge, retirement, resignation, absence without authorized leave, layoff of more than eighteen (18) months, or failure to answer recall after notice from the employer.

D. In the event that two (2) employees have been the same length of service, seniority shall be determined by the last four (4) digits of his/her social security number. The employee having the lowest number will be considered more senior.

21.2 The University shall maintain current seniority lists and provide upon request to the Union.

**ARTICLE 22
RESERVED**

**ARTICLE 23
WAGES**

23.1 Legislative Increases.

A. Eligible employees shall receive any legislatively appropriated increases as provided for by the Florida Legislature.

B. Employees who meet the criteria for increases as set forth by the Florida Legislature and who have a current performance evaluation of "meets" or better, shall be eligible for the legislatively appropriated increases.

23.2 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 are permitted by the terms of the contract or grant and adequate funds are available for this purpose 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.

~~23.2 Salary Increase for 2016-2017~~

~~Effective March 1, 2017, the University will provide a cost-of-living wage increase to all eligible in-unit employees in the amount of 1.3% of their base pay as it was on February 28, 2017.~~

~~To be eligible, employees must:~~

- ~~have been employed at UWF on or before July 1, 2016 with continuous employment through February 28, 2017 (OPS employment does not count for these purposes), and,~~
- ~~have not received a Separation with Advance Notice, Notice of Non-Reappointment or Notice of Termination prior to March 1, 2017.~~

~~23.2 Salary Adjustment for 2017-2018~~

~~Effective March 1, 2018, the University will provide a salary increase adjustment in the amount of \$750 to all eligible in-unit employees.~~

~~To be eligible for the 2017-2018 salary adjustment, employees must:~~

- ~~0. Have been hired by July 1, 2017 and been continuously employed through February 28, 2018, and~~
- ~~0. Have not been issued a Separation with Advance Notice or a notification that they have been terminated or dismissed.~~

~~23.2 Salary Adjustment for 2018-2019~~

~~Effective March 1, 2019, the University will provide a salary increase adjustment in the amount of \$750 to all eligible in-unit employees.~~

~~To be eligible for the 2018-2019 salary adjustment increase, employees must:~~

- ~~0. Have been hired by July 1, 2018 and been continuously employed through February 28, 2019, and~~
- ~~0. Have not been issued a Separation with Advance Notice or a notification that they have been terminated or dismissed.~~

~~23.2 Salary Adjustment for 2019-2020 Contingent on Receipt of New Recurring Funds~~

~~A. Effective March 1, 2020, the University will provide a salary increase adjustment in the amount of \$750 to all eligible in-unit employees, provided the University receives new legislative or new performance based recurring finding for 2019-2020 and the new recurring funds are funds for which staff salaries are an allowable expenditure. In the event the University does not receive such funds, section 23.6 shall be null and void and section 23.6 shall be re-opened for negotiations by the parties. In this situation, no other section or provision of the agreement shall be open to re-negotiation other than section 23.6~~

23.3 Minimum Wage/Minimum Salary

~~A. The minimum wage for any in-unit employee shall be \$10.00 per hour or \$20,880 annually, effective with the ratification of this contract by both parties. For as long as the University is subject to the requirements of "Florida Amendment 2, \$15 Minimum Wage Initiative (2020)" in the Florida Constitution, section 23.3 B of the CBA will be binding on the Parties. If, for whatever reason, the University is no longer subject to these minimum wage provisions in the Florida Constitution, the Parties will meet to reopen this Article 23 for bargaining. In no event shall the University pay less than minimum wage required by law.~~

~~B. The minimum wage for any in-unit employee shall be:~~

- ~~i. \$10.00 per hour or \$20,880 annually through September 29, 2021.~~
- ~~ii. \$11.00 per hour or \$22,968 annually effective September 30, 2021.~~
- ~~iii. \$12.00 per hour or \$25,056 annually effective September 30, 2022.~~
- ~~iv. \$13.00 per hour or \$27,144 annually effective September 30, 2023.~~
- ~~v. \$14.00 per hour or \$29,232 annually effective September 30, 2024.~~
- ~~vi. \$15.00 per hour or \$31,320 annually effective September 30, 2025.~~

~~23.4 Salary Adjustment for 2016-2017 Associated with Raise in Minimum Wage~~

~~Effective with the ratification of this contract by both parties, each eligible in-unit employee shall receive an increase of \$1500 to his or her base salary. To be eligible employees must:~~

- ~~have been employed on July 1, 2016 with continuous employment through the date of ratification of the agreement by both parties, and~~
- ~~not have received a Separation with Advance Notice or a Notice of Termination prior to ratification of the agreement by both parties.~~

~~This salary adjustment of \$1500 will be applied after the minimum wage increase in 23.7 is applied.~~

~~23.4 In-unit employees covered by this agreement will be eligible to receive any across the board pay adjustments or cost of living adjustment that any other University employee receives without negotiations. These across the board pay adjustments would be those approved by the University President or any other governing body of the~~

University.

23.1123.5 Shift Differential Pay

- A. Eight-hour shifts shall be set by each department in consultation with the division head, in accordance with University operational needs.
- B. Employees who work the second shift shall be paid a 5% differential per hour.
- C. Employees who work the third shift shall be paid a 10% differential per hour.
- D. Employees asked to work early or late in addition to their regular assigned shift hours will be paid in accordance with FLSA requirements and will not be paid any additional shift differential.

**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 University's Employee Assistance Programs (EAP).
 - 1. When an employee's EAP participation is designed in conjunction with the employer to improve job performance, then some limited time for participation, as described in University policy, shall be counted as time worked.
 - 2. In requesting and being granted leave to participate in a University EAP, an employee, for the purpose of maintaining confidentiality, need reveal to their supervisor only the fact of such EAP participation.
 - 3. Neither the fact of an employee's participation in an EAP, nor information generated by participation in the program, shall be used as a reason for discipline under Article 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 shall be eligible, upon request, to receive on the same basis as other employees, the following benefits at the University from which they retired, subject to University regulations and policies:

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

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

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

24.3 Union Sponsored Benefits. The University agrees to provide a payroll deduction process that is to be available to the employees in the bargaining unit for voluntary insurance plans provided by the Union that do not compete with any current plans offered by the University but are supplemental insurances. These products shall be administered by an "Agent of Record" so designated by the Union. The University assumes no responsibility or liability to or for the Union's Agent of Record. The Union and Agent of Record shall be permitted access to the University Campus to participate during the open enrollment period of benefits.

**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 University 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 University 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 University of West Florida Employment Regulations and policies which are not specifically provided for or modified by this Agreement or by the Legislature shall be in effect during the term of this Agreement. Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by the University of West Florida Employment Regulations or policies or other appropriate administrative or judicial remedy.

ARTICLE 27 MANAGEMENT RIGHTS

27.1 AFSCME agrees that the University has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the University, set standards of services to be offered to the public, and exercise

control and discretion over its organization and operations. It is the right of the University to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

27.2 The Collective Bargaining Agreement (CBA) supersedes any policy or policy changes to UWF regulations or policies that affects the wages, hours, terms, and conditions of employment, or subject matter of the CBA until those changes are ratified through collective bargaining or required by law.

27.3 The University will notify its employees of all new or amended changes to its policies, regulations or changes which affects the wages, hours, or other terms and conditions of employment. The Union has the right to bargain over any new or amended rule or regulation which affects the wages, hours, and terms and conditions of employment.

ARTICLE 28 TOTALITY OF AGREEMENT

- 28.1 This collective bargaining agreement, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes the collective bargaining for its term. Memoranda of agreement reached by the parties outside this Collective Bargaining Agreement, which address specific circumstances shall continue to govern their subject matter, until they expire by their own terms, or are renegotiated.
- 28.2 The parties acknowledge that, during the negotiations which resulted in this collective bargaining agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law for the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 28.3 Obligation to Bargain.
- A. The University and the union recognize that changes in federal or state law and judicial decisions may affect this agreement and require modification of the agreement. The parties agree to meet and bargain with regard to any provision of this agreement which has been altered, changed, or nullified by federal or state

law or judicial decision.

B. Except as to the above subjects, the University and the union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

28.4 Memorandum of Understanding/Settlements

The Parties recognize that during the term of this Agreement situations may arise which require the terms and conditions not specifically and clearly set forth in the Agreement to be clarified or amended. Under such circumstances, the union is specifically authorized by bargaining unit employees to enter into settlement of grievance disputes or memoranda of understanding, which clarify or amend this Agreement, with no necessity for such action(s) to be ratified by bargaining unit members.

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 University to be denied funds otherwise available through federal funding, such provision shall not be applicable, performed, or enforced.

ARTICLE 30 DURATION

- 30.1 Term. This Agreement shall be effective on the date last ratified by both parties and shall remain in full force and effect for three years from that date.
- 30.2 This agreement shall be effective upon ratification by both parties and shall remain in full force and effect for three years from that date. The following shall be subject

to renegotiation on an annual basis beginning May 1, of each year:

A. Article 23 Wages

B. Article 24 Benefits

C. Up to two additional articles chosen by each party.

- 30.3 Successor Agreement. Negotiations for a successor Agreement shall begin no later than six months prior to the expiration of this agreement. In the event that the Board and AFSCME fail to secure a successor Agreement prior to the expiration of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.
- 30.4 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 University during the time of the declared emergency, provided that wages and benefits shall not be suspended.

Collective Bargaining Agreement
Between
The University of West Florida
And
The American Federation of State, County, and Municipal Employees
Council 79

6/29/2017-6/30/2020

This agreement has been ratified by:

For the University of West Florida Board of Trustees:

Jamie C Sprague, Chief Negotiator, University of West Florida

Date

Chair TBD

Date

Martha D. Saunders, President, University of West Florida

Date

For the American Federation of State, County, and Municipal Employees:

Torrence Johnson, Chief Negotiator, AFSCME

Date

Dolline Motlen, Local Representative, AFSCME

Date

APPENDIX A

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:

OPERATIONS SERVICES, Certification No. 730 (RC-2003-038 August 18, 2003):

All full time and part-time University Work Force laborers, technicians, mechanics, operators, and services workers whose work involved 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 requirements are 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
4609	Engineering Technician/Designer
6310	Pre-Press Operator
6311	Senior Printing Equipment Operator
6330	HVAC Operator
6331	HVAC Specialist
6339	Water/Wastewater Treatment Plant Operator
6366	Motor Vehicle Operator
6367	Heavy Equipment Vehicle Operator
6374	Maintenance Technician
6389	Laborer
6394	Groundskeeper Technician
6395	Groundskeeper Specialist

6466	Maintenance Specialist
6468	Instrument Maker-Designer
6526	Environmental Services Technician
6527	Environmental Services Specialist
6540	Automotive Equipment Mechanic
7233	Electronic Technician

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 of this authorization is received by the University, membership dues and other authorized deductions of the American Federation of State, County and Municipal Employees (AFSCME) as established from time to time by the AFSCME in accordance with its Constitution, and as certified to the University by AFSCME. Furthermore, I understand that such dues will be paid to AFSCME.~~

~~This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Office of Human Resources; (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 University to release my Social Security number to AFSCME in reporting dues deductions.~~

Signature	Date	Employee ID #
Name (Print)	University	
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 of this authorization is received by the University contributions to the AFSCME political action fund (PEOPLE) in the amount of _____, and I direct that the sum so deducted be paid over to AFSCME. Such deductions are voluntary and do not represent Board or University support of the objectives or actions of the fund.~~

~~This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Office of Human Resources, and AFSCME; (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 University to release my Social Security number to AFSCME in reporting dues deductions.~~

Date	Employee's Signature
Employee ID #	Name (printed)
Department	University

This grievance was received and filed with the University by (check one):

Mail (Circle One: certified, registered, restricted delivery, return receipt required); or

Personal Delivery (*Personal delivery requires signature of recipient.*)

Received by: _____
Date _____

~~UWF 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.~~

APPENDIX C (continued)

~~I. 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:~~

~~II. REMEDY SOUGHT:~~

~~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 Article 6 of the current Agreement between the UWF Board of Trustees 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.~~

This grievance was received and filed with the University by (check one):

Mail (Circle One: certified, registered, restricted delivery, return receipt required); or

Personal Delivery (Personal delivery requires signature of recipient.)

Received by: _____

Date _____

UWF—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 shall go to the grievant's AFSCME Staff Representative at the above address.

DATE OF STEP 1 DECISION:

APPENDIX D (continued)

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

Provisions of Agreement allegedly violated as specified at Step 1:

I hereby request that the Step 2 Management 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 _____ Date

I am represented in this grievance by: (check one — representative must sign on appropriate line).

____ AFSCME _____

____ Myself _____

____ Other _____

A copy of the following documents must be attached to the Request at the time of its filing:

1. ~~Appendix C—Original grievance form filed with the Office of Human Resources.~~
2. ~~Step 1 Decision, if issued by University.~~
3. ~~All attachments to Step 1 Decision.~~

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 and to the President of Council 79 if grievant elected not to be represented by AFSCME.

<p>This grievance was received and filed with the University by (check one):</p> <p><input type="checkbox"/> Mail (Circle One: certified, registered, restricted delivery, return receipt required); or</p> <p><input type="checkbox"/> Personal Delivery (<i>Personal delivery requires signature of recipient.</i>)</p> <p>Received by: _____</p> <p>Date _____</p>
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~~UWF Board of Trustees—AFSCME~~

APPENDIX E
NOTICE OF ARBITRATION

The American Federation of State, County, and Municipal Employees (AFSCME) or Grievant (if not represented by AFSCME) hereby gives notice of intent to proceed to arbitration in connection with the decision of the Step 2 Management Representative dated _____ and received by the President of Council 79/Grievant on _____ in this grievance of:

NAME: _____ FILE NO.: _____

The following statement of issues (s) before the Arbitrator is proposed: Signature of AFSCME

Representative or Grievant(s) _____ Date _____

APPENDIX E (Continued)

I hereby authorize AFSCME to proceed to arbitration with my grievance. I also authorize AFSCME and the University of West Florida 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 AFSCME Representative or Grievant(s)~~ _____ ~~Date~~

This notice should be sent to:

Office of Human Resources, Bldg. 20E University of West
Florida 11000 University Parkway
Pensacola, FL 32514

All forms can be completed via hard copy or electronically

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 of this authorization is received by the University, membership dues and other authorized deductions of the American Federation of State, County and Municipal Employees (AFSCME) as established from time to time by the AFSCME in accordance with its Constitution, and as certified to the University by AFSCME. Furthermore, I understand that such dues will be paid to AFSCME.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Office of Human Resources; (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 University to release my Social Security number to AFSCME in reporting dues deductions.

_____ Signature	_____ Date	_____ Employee ID #
_____ Name (Print)	_____ University	
_____ Department or Work Location	_____ Job Classification	
_____ Home Address – Street	_____ Home Phone	

City,	State,	Zip	Ded. Code	County	Class	Local
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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 of this authorization is received by the University contributions to the AFSCME political action fund (PEOPLE) in the amount of _____, and I direct that the sum so deducted be paid over to AFSCME. Such deductions are voluntary and do not represent Board or University support of the objectives or actions of the fund.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Office of Human Resources, and AFSCME; (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 University to release my Social Security number to AFSCME in reporting dues deductions.

_____ Date	_____ Employee's Signature
_____ Employee ID #	_____ Name (printed)
_____ Department	_____ University

UWF – AFSCME

APPENDIX C (Step 1)
GRIEVANCE

GRIEVANT NAME:

~~UNIVERSITY:~~

DEPT/DIV:

~~OFFICE PHONE:~~

~~EMAIL ADDRESS:~~

STEWARD/AFSCME EMPLOYEE
REPRESENTATIVE
NAME:

~~UNIVERSITY:~~

DEPT/DIV:

~~OFFICE PHONE:~~

~~OFFICE EMAIL ADDRESS:~~

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

I. 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:

II. REMEDY SOUGHT:

III. Article Violated:

IV. 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 Article 6 of the current Agreement between the UWF Board of Trustees and AFSCME.

Signature of Grievant(s)

Date

This grievance was received and filed with the University by (check one):	
<input type="checkbox"/> Mail (Circle One: Certified, Registered, Restricted Delivery, Return Receipt Required); or	
<u>Email; or</u>	
<input type="checkbox"/> Personal Delivery (<i>Personal delivery requires signature of recipient.</i>)	
Received by:	Date:

The Step 1 decision shall be transmitted to grievant’s Steward/AFSCME Employee Representative by email, 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-Union if grievant elected not to be represented by AFSCME.

UWF – AFSCME

APPENDIX D (Step 2)
REQUEST FOR REVIEW OF STEP 1 DECISION

GRIEVANT NAME: _____

~~UNIVERSITY:~~ _____

DEPT/DIV: _____

~~OFFICE~~ PHONE: _____

EMAIL ADDRESS: _____

AFSCME STAFF
REPRESENTATIVE
NAME: _____

~~UNIVERSITY:~~ _____

DEPT/DIV: _____

~~OFFICE PHONE:~~ _____

~~OFFICE EMAIL~~ ADDRESS: _____

All University communications shall go to the grievant's AFSCME Staff Representative at the above email 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:

I hereby request that the Step 2 Management 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

Date

I am represented in this grievance by: (check one – representative must sign on appropriate line).

AFSCME _____

Myself _____

Other _____

A copy of the following documents must be attached to the Request at the time of its filing:

1. Appendix C – Original grievance form filed with the Office of Human Resources.
2. Step 1 Decision, if issued by University.
3. All attachments to Step 1 Decision.

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

This grievance was received and filed with the University by (check one):

Mail (Circle One: Certified, Registered, Restricted Delivery, Return Receipt Required); or

Email

Personal Delivery (*Personal delivery requires signature of recipient.*)

Received by: _____ **Date:** _____

UWF Board of Trustees – AFSCME

APPENDIX E
NOTICE OF ARBITRATION

The American Federation of State, County, and Municipal Employees (AFSCME) or Grievant (if not represented by AFSCME) hereby gives notice of intent to proceed to arbitration in connection with the decision of the Step 2 Management Representative dated _____ and received by the AFSCME Staff Representative or the Field Coordinator on _____ in this grievance of:

NAME: _____ FILE NO.: _____

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

Signature of AFSCME Representative or Grievant(s) Date

I hereby authorize AFSCME to proceed to arbitration with my grievance. I also authorize AFSCME and the University of West Florida 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 AFSCME Representative or Grievant(s) Date

This notice should be sent to:

Human Resources, Bldg. 20E
University of West Florida
11000 University Parkway
Pensacola, FL 32514

**This notice of arbitration was received and filed with the University
by (check one):**

_____ **Mail (Circle One: Certified, Registered, Restricted Delivery,
Return Receipt Required); or**

Email

_____ **Personal Delivery (*Personal delivery requires signature of
recipient.*)**

Received by: _____ **Date:** _____