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11/12/14

Article 2
Definitions

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

TA

HR
11/12/14

JPO
11/12/14

Article 5
AFSCME Activities

We went
4:00

5.3 Representative Access.

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

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Article 6
Grievance Procedure

We quit at 1:00pm

6.3 Procedures.

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C. Step 3 - Arbitration.

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10. ~~The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator's fee and expenses. AFSCME will not be responsible for costs of an arbitration to which it was not a party. Where a grievant is not represented by AFSCME, such grievant will be responsible for all fees, expenses, and costs associated with the arbitration to the same extent that AFSCME would have been responsible, if AFSCME had been a party to the arbitration. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a court reporter to record the proceedings and shall be solely responsible for the appearance fees of the court reporter and the cost of any transcripts of the proceedings which that party may order. The requesting party shall, at its expense, photocopy the copy of the transcript received from the reporter and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.~~

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11/12/14

Handwritten initials and date: *JS* 11/2/14

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

Handwritten initials and date: *TA*
TK
11/2/14

JAD
11/12/14

We quit
4:00p

Article 7

Just Cause and Disciplinary Actions

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

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We quit 4:00pm

Article 8
Layoffs and Recall

8.1 Layoffs.

A. When an employee is to be laid off, the University shall implement such layoff in accordance with University Regulation 10.211 (2)(a) – (i) and this Article. When circumstances permit, the University shall notify the local AFSCME President at least thirty (30) days in advance of a layoff. A permanent status staff employee will not be laid off if there are nonpermanent staff employees in comparable positions in the layoff unit. Those employees will be retained who, in the judgment of the CAO, will best contribute to the mission and purpose of the USF System when taking into account the employee's length of continuous satisfactory service to the USF System and other appropriate factors.

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Mezui
4:00

USF Proposal
November 12, 2014

Article 21

Wages

21.1 Market Salary Adjustments – 2014/2015

A. The University will provide a ~~two percent (2%)~~ three percent (3%) increase to each eligible employee's base salary in accordance with the criteria below.

B. Eligibility: Eligible employees are defined as:

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

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

C. Payment.

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

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JPO
11/12/14

We quit at
1 pm

USF Proposal
November 12, 2014

Article 29

Workers' Compensation

29.1 Policy.

The University shall provide employees who have a work-related illness or injury benefits as defined under USF Regulation 10.203 Workers' Compensation Law F.S. 440.

29.2 Light Duty or Modified Job.

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

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