1 2 **MEMORANDUM OF UNDERSTANDING** 3 Internal Advisory Panel (IAP) 4 5 This Memorandum of Understanding ("MOU") is entered into by and between the University 6 of Central Florida Board of Trustees ("BOT") and the UCF Chapter of the United Faculty of 7 Florida ("UFF") for the purpose of piloting an additional, optional stage in the grievance 8 process. 9 10 WHEREAS UFF is the certified bargaining agent for a unit of employees at the University of 11 Central Florida; 12 13 WHEREAS the parties seek a prompt and fair resolution of all employee grievances; 14 15 WHEREAS legislation enacted in 2023 limited the matters that may be grieved through the 16 arbitration step (Step 3) in Article 20 of the UCF BOT – UFF Collective Bargaining Agreement 17 (CBA); 18 19 WHEREAS the parties agree to pilot an additional, optional stage in the grievance process that provides the Step 2 Reviewer¹ with an independent assessment of the matter being 20 21 grieved prior to the issuance of the Step 2 (or university-level) decision; 22 23 The parties hereby agree to the following terms: 24 25 • Within 30 days of the ratification of this MOU, the UFF shall notify the University of at 26 least six in-unit employees who may serve on an internal advisory panel ("IAP"). This 27 list of IAP-eligible employees must be updated by the UFF President or designee 28 between September 1 and September 10 of each year following ratification of the MOU 29 until the expiration of this MOU. 30 Within seven days following the Step 2 grievance meeting and before the issuance of a 31 Step 2 decision, either the Step 2 Reviewer or the grievant (or grievant's representative) 32 may request in writing to Contract Compliance and Administrator Support

(CCAS@ucf.edu) that the grievance be referred for review to a three-member IAP.

When an IAP review is requested, the UFF shall appoint two employees from the group

of at least six IAP-eligible, in-unit employees and the university shall select a non-unit faculty member with an administrative role besides the Step 2 Reviewer to serve on the

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IAP within three days.

¹ The Step 2 Reviewer is a non-unit faculty member with an administrative role, such as, but not limited to, associate/vice provost, dean, associate dean, vice president, associate/assistant vice president, or chair/director. A Step 2 Reviewer is selected based on experience and knowledge, as well as availability to hear the grievance.

Charles H. Reilly, BOT Representative

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38 The IAP members selected by the UFF and by the university shall not be from the 39 same department/unit as the grievant and shall not have a known conflict of 40 interest in the matter or with the grievant. 41 The IAP shall have access to the grievance filing and, if applicable, the written Step 1 42 decision. The IAP may request additional materials of interest from the Step 2 Reviewer. 43 • Within fourteen days of the appointment of the full IAP, the IAP shall provide the Step 2 44 Reviewer a PDF file with its written, non-binding findings and recommendations, 45 including: o A list of each of the specific articles/sections of the CBA that the grievant alleged 46 were violated, and the IAP's conclusions regarding each of those allegations. 47 48 o If the IAP concludes there was a violation, the IAP's recommendations as to 49 what, if any, appropriate remedy(ies) should be extended to the grievant. 50 o If any of the sections of Article 16 (Letters of Counsel, Disciplinary Action, and 51 Job Abandonment) were alleged to be violated, and only if the IAP has a finding 52 of a violation of any sections therein, recommendations as to what, if any, 53 disciplinary action(s) are appropriate. 54 The Step 2 Reviewer shall issue a written Step 2 decision within thirty days of the Step 2 meeting or within thirty days of receipt of the IAP's findings and recommendations, 55 56 whichever occurs later. 57 The written IAP review shall be included as an appendix to the written Step 2 58 decision. 59 Except for grievances for which an IAP is appointed, the grievance process will proceed 60 only as outlined in Article 20 of the current CBA. 61 62 This MOU shall be in force until August 31, 2027, or until the parties mutually agree to 63 vacate the MOU, whichever occurs earlier. 64 65 66 67 68 69

Robert Cassanello, UFF Representative