

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the University of Central Florida Board of Trustees (“BOT”) and the UCF Chapter of the United Faculty of Florida (“UFF”) for the purpose of piloting an additional, optional stage in the grievance process.

WHEREAS UFF is the certified bargaining agent for a unit of employees at the University of Central Florida;

WHEREAS the parties seek a prompt and fair resolution of all employee grievances;

WHEREAS legislation enacted in 2023 limited the matters that may be grieved through the arbitration step (Step 3) in Article 20 of the UCF BOT – UFF Collective Bargaining Agreement (CBA);

WHEREAS the parties agree to pilot an additional, optional stage in the grievance process that provides the [Step 2 Reviewer¹ university’s representative](#) with an independent [assessment](#)view of the matter being grieved prior to the issuance of the Step 2 (or university-level) decision;

The parties hereby agree to the following terms:

- Except for this MOU, the grievance process will proceed as outlined in Article 20 of the current CBA. This document does not in any way expand upon the limitations of the current CBA. If [any of](#) the terms of this MOU are not met, the grievance process will proceed [only](#) as outlined in Article 20 of the current CBA.
- Within 30 days of the ratification of this MOU, the UFF shall notify the University of at least six in-unit employees who may serve on an internal advisory panel (“IAP”). This list of IAP-eligible employees must be updated by the UFF President or designee between September 1 and September 10 of each year following ratification of the MOU until the expiration of this MOU.
- Within seven days following the Step 2 grievance meeting and before the issuance of a Step 2 decision, either the [Step 2 Reviewer university representative](#) or the grievant (or grievant’s representative) 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.

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.

- 39 • When an IAP review is requested, the UFF shall appoint two employees from the group
40 of at least six IAP-eligible, in-unit employees and the university shall select a non-unit
41 faculty member with an administrative role besides the Step 2 Reviewer to serve on the
42 IAP within three days.
- 43 • Having timely received the names of two IAP-eligible, in-unit employees appointed by
44 the UFF, the university will then appoint a non-unit administrator to serve on the IAP
45 within three days.
- 46 • The IAP members selected by the UFF and by the university shall not be from the same
47 department/unit as the grievant and shall not have a conflict of interest in the matter or
48 with the grievant whenever possible.
- 49 • The IAP shall have access to the grievance filing and, if applicable, the written Step 1
50 decision. The IAP may request additional materials of interest from the university
51 representative and Step 2 Reviewer.
- 52 • Within fourteen days of the appointment of the full IAP, the IAP shall provide the Step 2
53 Reviewer and the university representative a PDF file with its written, non-binding
54 findings and recommendations, including:
 - 55 ○ A list of each of the specific articles/sections of the CBA that the grievant alleged
56 were violated, and the IAP's conclusions regarding each of those allegations.
 - 57 ○ If the IAP concludes there was a violation, the IAP's recommendations as to
58 what, if any, appropriate remedy(ies) should be extended to the grievant.
 - 59 ○ If any of the sections of Article 16 (Letters of Counsel, Disciplinary Action, and
60 Job Abandonment) were alleged to be violated, and only if the IAP has a finding
61 of a violation of any sections therein, recommendations as to what, if any,
62 disciplinary action(s) are appropriate.
- 63 • The Step 2 Reviewer/university representative shall issue a written Step 2 decision within
64 thirty days of the Step 2 meeting or within thirty days of receipt of the IAP's findings and
65 recommendations, whichever occurs later.
 - 66 ○ The written IAP review shall be included as an appendix to the written Step 2
67 decision.

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69 This MOU shall be in force until August 31, 2027, or until the parties mutually agree to
70 vacate the MOU, whichever occurs earlier.
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Commented [CR1]: This point is no longer needed with the proposed change to the previous point.

Commented [CR2]: BOT would consider "whenever practicable" as an acceptable alternative. Both sides should recognize that there may be infrequent instances where complete elimination of all perceived conflicts of interest is not possible or practicable.

Commented [CR3]: The BOT prefers the language as proposed here. UFF has proposed that the MOU should remain in force "until a new CBA has been ratified." BOT assumes that UFF is referring to a new full-book CBA for 2027-2030, and BOT would consider UFF's suggested language only if the same clause would apply in A23 to the university's authority to issue ADIs.

Charles H. Reilly, BOT Representative

Robert Cassanello, UFF Representative