

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 university's representative with an independent **view voice** 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 the terms of this MOU are not met, the grievance process will proceed 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"). **The University shall share with UFF a list of three non-unit administrator from the colleges, schools, library or Center for Distributed Learning.** 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 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.
- When an IAP review is requested, the UFF shall appoint two employees from the group of at least six IAP-eligible, **and the University shall select one person from the non-unit administrator list. The IAP committee will serve on the IAP within three days.**

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- Having timely received the names of two IAP-eligible, in unit employees appointed by the UFF, the university will then appoint a non-unit administrator to serve on the IAP within three days.
- The IAP members selected by the UFF and by the university shall not be from the same department/unit as the grievant and shall not have a conflict of interest in the matter or with the grievant **whenever possible.**
- The IAP shall have access to the grievance filing and, if applicable, the written Step 1 decision. The IAP may request additional materials of interest from the university representative and **Step 2 Reviewer.**
- Within fourteen days of the appointment of the full IAP, the IAP shall provide the Step 2 Reviewer and the university representative a PDF file with its written, non-binding findings and recommendations, including:
 - A list of each of the specific articles/sections of the CBA that the grievant alleged were violated, and the IAP's conclusions regarding each of those allegations.
 - If the IAP concludes there was a violation, the IAP's recommendations as to what, if any, appropriate remedy(ies) should be extended to the grievant.
 - If any of the sections of Article 16 (Letters of Counsel, Disciplinary Action, and Job Abandonment) were alleged to be violated, and only if the IAP has a finding of a violation of any sections therein, recommendations as to what, if any, disciplinary action(s) are appropriate.
- The university representative 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, whichever occurs later.
 - The written IAP review shall be included as an appendix to the written Step 2 decision.

Commented [RC1]: Define Step 2 review

This MOU shall be in force until a new CBA has been ratified, or until the parties mutually agree to vacate the MOU, whichever occurs earlier.

Signed this XX day of XXX 2025.

Charles H. Reilly, BOT Representative

Robert Cassanello, UFF Representative

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