

established position, have elected individual health insurance coverage with UCF, and both the employee and the domestic partner must complete a Domestic Partnership Declaration form and attest that:

- (1) They are at least 18 years of age and are mentally competent to consent to a contract.
- (2) They are not legally married to anyone else and are not related.
- (3) They have shared financial responsibilities for at least the past six months.
- (4) The non-employee domestic partner is not employed or is not eligible for health

benefits through his or her employer.

(d) Coverage. Health insurance coverage is in effect for the domestic partner and coverage shall be maintained during any period for which the domestic partner health insurance stipend is paid.

(e) Effective Date. Employees who enroll and are approved by Human Resources-Benefits by the 15th day of any month following ratification of this contract will have an effective date for the stipend beginning with the first pay date in the month following approval.

(f) Additional Provisions. The university will also consider such same-sex domestic partnerships in Family Medical Leaves, Family Sick Leave and Bereavement Leave policies and procedures.

## **Article 25 (TA 10/5/2012, no changes from white (handshake) book)**

### **ARTICLE 25**

#### ***UFF INSURANCE DEDUCTION***

The University agrees to provide one payroll deduction per employee per pay period for the UFF voluntary economic services programs. It is understood that all such programs and deductions will meet requirements of State and University rules and regulations. The UFF shall provide the University with a written report by July 31 of each year regarding any program requiring payroll deduction. This report shall include the name of the common remitter company, a list of the provider companies that are to receive remittances, the appropriate contact people for the common remitter and associated provider companies, and addresses and phone numbers.

## **Article 26 (TA 10/5/2012, no changes from white (handshake) book)**

### **ARTICLE 26**

#### ***PAYROLL DEDUCTION***

**26.1 Policy.** Pursuant to the provisions of Section 447.303, Florida Statutes, 2006, the Board and the UFF hereby agree to the following procedure for the deduction and remittance of the UFF membership dues and other UFF deductions.

#### **26.2 Deductions.**

(a) As long as the UFF is the certified bargaining agent for employees at the University, the Board shall deduct, biweekly and without unreasonable interruption (provided the employee has funds

available), the UFF membership dues in an amount established by the UFF and certified in writing by the UFF President to the Board, and to make other UFF deductions in an amount authorized by an employee, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix "B" to this Agreement.

(b) Deductions shall be made biweekly, and without unreasonable interruption (provided the employee has funds available), beginning with the first full-pay period commencing at least seven (7) days following receipt of authorization by the university.

(c) The UFF shall give written notice to the Board of any changes in its dues at least forty-five (45) days prior to the effective date of any such changes.

### **26.3 Remittance.**

(a) The dues and other authorized deductions shall be remitted by the Board to the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period.

(b) Accompanying each remittance shall be a list containing at least the following information for each of the employees from whose salaries such deductions were made:

- (1) Name of the employee
- (2) Name of employee's department/unit
- (3) Biweekly salary of the employee
- (4) Pay period end date
- (5) Deduction code used by the University
- (6) Amounts deducted from the employee's salary.

(c) This list shall be provided in electronic format, compatible with standard consumer spreadsheet software.

### **26.4 Termination of Deduction.**

(a) The Board's responsibility for deducting dues and other authorized deductions from an employee's salary shall terminate automatically upon either:

- (1) thirty (30) days written notice from the employee to the Board, the Human Resources office, and to the UFF revoking that employee's prior deduction authorization, or
- (2) the transfer of the authorizing employee out of the bargaining unit.

(b) Consistent with the provisions of Article 8, the Board or representative shall notify the local UFF Chapter when it proposes to reclassify an employee to a classification that is not contained in the bargaining unit.

**26.5 Reinstatement of Deduction.** The Board or representative shall reinstate dues deductions for employees who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status, or who participate in the Phased Retirement Program, upon commencement of full- or part-time employment at the University.

**26.6 Indemnification.** The UFF assumes responsibility for (1) all claims against the Board, including the cost of defending such actions, arising from the Board's compliance with this Article, and for (2) all monies deducted under this Article and remitted to the UFF. The UFF shall promptly refund to the Board excess monies received under this Article.

**26.7 Exceptions.** The Board will not deduct any UFF fines, penalties, or special assessments from the pay of any employee, nor is the Board obligated to provide more than two payroll deduction fields (effective January 13, 2005) for the purpose of making the deductions described in this Article.

**26.8 Termination of Agreement.** The Board's responsibilities under this Article shall terminate automatically upon (1) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.

## **Article 27 (TA 10/5/2012, no changes from white (handshake) book)**

### **ARTICLE 27**

#### ***MAINTENANCE OF BENEFITS***

No employee may be required or coerced to waive the benefits provided by the terms of this Agreement. No employee shall, as a result of the establishment of a level of rights or benefits in this Agreement, suffer a loss or diminution of any such rights or benefits for which otherwise eligible.

## **Article 28 (TA 10/5/2012, no changes from white (handshake) book)**

### **ARTICLE 28**

#### ***MISCELLANEOUS PROVISIONS***

**28.1 No Strike or Lockout.** The University agrees that there will be no lockout at the University during the term of this Agreement. The UFF agrees that there will be no strike by it or by any employees during the term of this Agreement.

**28.2 Class Titles.**

(a) Whenever the University creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify the UFF. Further, if the University revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify the UFF of such new designation. Within ten (10) days following such notification, the UFF may request a meeting with the president or president's representative for the purpose of discussing the designation. If, following such discussion, the UFF disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.

(b) An employee may request a review of the appropriateness of the employee's classification by the appropriate University office. In case of disagreement with the results of the review, the matter shall be discussed in accordance with Article 2, Consultation, but shall not be subject to Article 20, Grievance Procedure.

**28.3 Titles and Headings.** The titles of articles and headings that precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.