



Collective Bargaining Agreement

Between the

**Florida Agricultural and Mechanical University
Board of Trustees**

and the

**Florida Public Employees Council 79
American Federation of State,
County and Municipal Employees
AFL-CIO**

October 1, 2010 - June 30, 2013

TABLE OF CONTENTS

Preamble.....	1
Article 1 – Recognition.....	2
Article 2 – Definitions.....	3
Article 3 – Reserved.....	4
Article 4 – Nondiscrimination.....	5
Article 5 – AFSCME Activities.....	6
Article 6 – Grievance Procedure.....	9
Article 7 – Just Cause and Disciplinary Actions.....	13
Article 8 – Layoff and Recall.....	14
Article 9 – Change In Assignment.....	17
Article 10 – Method of Filing Vacancies.....	18
Article 11 – Classification Review.....	19
Article 12 – Personnel Records.....	20
Article 13 – Health and Safety.....	21
Article 14 – Performance Evaluations.....	22
Article 15 – Hours of Work.....	23
Article 16 – On-Call and Call-Back.....	24
Article 17 – Leaves of Absence / Holidays.....	25
Article 18 – Learning Opportunities.....	26
Article 19 – Contracting Out.....	27
Article 20 – AFSCME Deductions.....	28
Article 21 – Reserved.....	29
Article 22 – Reserved.....	30
Article 23 – Wages.....	31
Article 24 – Benefits.....	32
Article 25 – No Strike.....	33
Article 26 – Savings Clause.....	34
Article 27 – Management Rights.....	35
Article 28 – Totality of Agreement.....	36
Article 29 – Reserved.....	37
Article 30 – Duration.....	38
Letter of Agreement.....	39
Appendix A – Unit Members.....	40
Appendix B – AFSCME Dues Authorization Form.....	49
Appendix C – Grievance Form.....	50
Appendix D – Request for Review of Step 1 Decision.....	52
Appendix E – Notice of Arbitration.....	54
Signature Page.....	55

PREAMBLE

This Agreement is between the Board of Trustees, Florida A&M University as the designee of the Florida Board of Governors, hereinafter called the Board, and the Florida Public Employees Council 79, affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called AFSCME; and

WHEREAS, It is recognized by the Board and AFSCME that the public policy of the State and the purpose of *Part II, Chapter 447, Florida Statutes*, is to provide statutory implementation of *Section 6, Article 1 of the Constitution of the State of Florida*, and to promote harmonious and cooperative relationships between State government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State government; and

WHEREAS, it is recognized by the Board and AFSCME that terms and conditions of employment of employees are contained in this Agreement and in the Trustees and Florida Board of Governors Employment Rules; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedures as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Board and AFSCME do agree as follows:

ARTICLE 1 RECOGNITION

1.1 Inclusions.

A. The Board hereby recognizes AFSCME as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Florida A&M University unit defined in Certification Order 1801 issued by the Florida Public Employees Relations Commission.

B. This Agreement includes all full-time and part-time employees in the classifications and positions listed in Appendix A of this Agreement, except for those individuals filling full-time and part-time positions excluded pursuant to Section 1.2.

1.2 Exclusions. This Agreement specifically excludes persons in positions designated with managerial, confidential, temporary or emergency status, and all persons paid from Other Personal Services (OPS) funds.

1.3 Positions or Classes - Unit Designation.

A. When a position is included in a bargaining unit, and the University determines that the position should be excluded from the unit due to its managerial or confidential status, the University shall notify the local AFSCME president of such determination. AFSCME shall notify the University, in writing, within thirty (30) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the position, it may request that the Florida Public Employees Relations Commission to resolve the dispute of unit placement.

B. When the Board establishes a new USPS classification or revises an existing classification so that its bargaining unit designation is changed, the Board shall notify AFSCME regarding the bargaining unit status of the class. AFSCME shall notify the Board, in writing, within thirty (30) days of receipt of the notice, of any comments it has regarding the bargaining unit designation or of its desire to discuss such designation. If, following such discussion, AFSCME disagrees with the bargaining unit designation of the class, it may request that the Florida Public Employees Relations Commission resolve the dispute through unit clarification proceedings.

ARTICLE 2 DEFINITIONS

The terms used in this Agreement are defined as follows:

- 2.1 "AFSCME Staff Representative" means an individual employed by AFSCME and designated by AFSCME to represent employees pursuant to this Agreement.
- 2.2 "Board of Trustees" or "Board" means the body established in the Florida Constitution, acting directly or through its chief administrative officer, the President, or through its other employees.
- 2.3 "State University System" or "SUS" means the system of 10 State universities and the College.
- 2.4 "President" means the chief administrative officer of the University or her representatives.
- 2.5 "Chief Administrative Officer" means the President, or the President's representatives.
- 2.6 "Days" means calendar days, excluding any day observed as a State holiday.
- 2.7 "Employee" means a member of a bargaining unit described in Article 1.
- 2.8 "Steward/AFSCME Employee Representative" means an employee who has been designated by AFSCME to investigate grievances and to represent grievant in grievances which have been properly filed under Article 6 of this Agreement, when AFSCME has been selected as the employee's representative.
- 2.9 "Management Representative" means individuals designated to hear grievances on behalf of a University.
- 2.10 "Position" means a position in a classification included in a bargaining unit described in Article 1.
- 2.11 "President of Council 79" includes his/her representatives.
- 2.12 "University" means Florida Agricultural and Mechanical University.
- 2.13 "Permanent Status" means the employment status achieved by an employee in a class after successfully completing the probationary period for that class, which provides the employee with rights to remain in the class or to appeal adverse action taken against the employee while serving in the class.

**ARTICLE 3
RESERVED**

ARTICLE 4 NONDISCRIMINATION

4.1 Each employee has the right to a work environment free from unlawful discrimination and harassment. Neither the Board nor AFSCME shall discriminate against or harass any employee based upon race, color, sex, religion, national origin, age, veteran status, disability, or marital status, nor shall the Board or AFSCME abridge any employee rights related to AFSCME activity granted under Chapter 447, *Florida Statutes*.

(a) Sexual harassment is a prohibited form of sex discrimination. In *Mertor Savings Bank v. Vinson*, 106 S.Ct. 2399 (1986), the United States Supreme Court defined sexual harassment (29 CFR 1604.11a) in the employment context as including:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

(b) Employees are required to report immediately unlawful discrimination or harassment to appropriate administrators. Appropriate administrators include, but are not limited to, the employee's immediate supervisor and the next level supervisor, or administrators in the University's office of equal opportunity.

4.2 Employees may avail themselves of the provisions of the Whistleblower's Act, (*Section 112.3187, Florida Statutes*).

4.3 AFSCME agrees to support the University's affirmative action efforts. University affirmative action efforts shall not be subject to review under the provisions of Article 6, *Grievance Procedure*.

4.4 The local AFSCME president shall be provided, upon written request and without cost, a copy of the University's Affirmative Action Plan and any subsequent amendments.

ARTICLE 8 AFSCME ACTIVITIES

5.1 **Policy.** The President of Council 79 shall be responsible for all decisions relating to employee representation activities covered by this Agreement and will handle those AFSCME activities which require action by or coordination with the University System Chancellor. The University will initiate contact with the President of Council 79 concerning matters which require action by, or coordination with, Council 79.

5.2 **Designation and Selection of Representatives.**

A. The President of Council 79 shall annually furnish to the Board, no later than July 1, a list of Stewards/AFSCME Employee Representatives, Local AFSCME Presidents, and AFSCME Staff representatives. This list shall include the social security number, class title, bargaining unit, and the name of each Steward/AFSCME Employee Representative and Local AFSCME President and the address and phone number of the AFSCME Staff Representatives. AFSCME shall notify the Board, in writing, of any changes to the Steward/AFSCME Employee Representative, Local AFSCME President, and AFSCME Staff Representatives list within fourteen (14) days of implementation of such changes. The Board and the University will not recognize any person as a Steward/AFSCME Employee Representative, Local AFSCME President, or AFSCME Staff Representative whose name does not appear on the list.

B. The President of Council 79 shall be authorized to designate employees to serve as Stewards/AFSCME Employee Representatives with no more than ten (10) employees designated at the University.

C. The University shall annually furnish no later than July 1 a list of Step 1 management representatives by name, title, and campus mailing address to the local AFSCME President, unless there have been no changes in the list from the preceding year. The Board shall annually furnish no later than July 1 a list of Step 1 and 2 management representatives by name and title to the President of Council 79, unless there have been no changes in the list from the preceding year.

5.3 **Representative Access.**

A. Representatives of AFSCME shall have access to the premises of the University in accordance with policies regarding public access to State property.

B. Stewards/AFSCME Employee Representatives, Local AFSCME Presidents, and AFSCME Staff Representatives may request access to premises not available to the public under University policies. Such requests shall indicate the premises to be visited, the employees with whom the representative wishes to speak, the grievance being investigated, and the approximate length of time the representative will require such access. Permission for such access for the purpose of investigating an employee's grievance shall not be unreasonably denied and such access and investigation shall not impede University operations.

C. AFSCME shall have the right to use University facilities for meetings on the same basis as they are available to other University-related organizations.

D. The University may establish an account into which AFSCME may deposit funds that would be used to reimburse the University for services provided.

5.4 **Printed Agreements.** The Board will provide AFSCME a maximum of one thousand (1,000) copies of the Agreement at no cost to AFSCME. For any copies in excess of this number, AFSCME shall bear one-half the cost of printing.

5.5 **Bulletin Boards.**

A. Where University-controlled bulletin boards are available, the University agrees to provide space on such bulletin boards for AFSCME use. Where bulletin boards are not available, the University agrees to provide wall space for AFSCME-purchased bulletin boards. The University shall make a reasonable effort to make such space available and accessible to employees.

B. The Materials posted on the boards shall be restricted only to AFSCME matters. No

material shall be posted which is derogatory to any person or organization, or which constitutes election campaign material for or against any person or organization or faction thereof, except that election material relating to AFSCME elections may be posted on such boards. No materials may be posted to any painted walls within the University.

C. Posting must be dated and approved by the local AFSCME President.

5.6 Rules, Regulations and Agendas.

A. The Board shall provide AFSCME with a copy of the following documents:

1. Agendas and minutes of the meetings of the Board of Trustees; and
2. Board of Trustees regulations or rules published under the Administrative

Procedures Act.

B. The University shall provide the Local AFSCME President with a copy of its personnel rules published under the Administrative Procedures Act and all other personnel rules, regulations and policies affecting University employees.

C. Prior to the adoption or amendment of any University personnel regulation which will change the terms and conditions of employment for employees, the University will provide notice to AFSCME of its intended action, including a copy of the proposed rule or regulation, a brief explanation of the purpose and effect of the proposed rule or regulation, and the name of a person at the University to whom AFSCME may provide comments, concerns, or suggested revisions. AFSCME may provide written comments, concerns, or suggested revisions to the University contact person within 10 days of receipt of the notice. The University will consider and respond in writing to the comments, concerns, and suggestions of AFSCME within 10 days of their receipt by the University; such response will include the reasons for rejecting any suggested revisions. AFSCME may also use the consultation process described in Section 5.7 to discuss the proposed revisions to a University personnel rule or regulation, however, AFSCME must request such consultation within 10 days of receipt of notice of the proposed rule or regulation revision. Nothing in Section 5.6C precludes or limits the Board's constitutional authority to promulgate regulations or AFSCME's right to bargain over rules or regulations that are related to or impact on an appropriate subject at bargaining.

5.7 Consultation.

A. Consultation with Chief Administrative Officer. The Chief Administrative Officer shall meet with local AFSCME representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment unique to the University, or any other mutually agreeable matters. The meetings shall be held on a mutually convenient date. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting if it wishes to discuss specific issues. The parties understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining. When AFSCME is the party requesting a consultation, AFSCME shall notify the Director of Personnel Relations of the proposed consultation, who will notify the Chief Administrative Officer.

B. If a consultation meeting is held during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose.

C. Written recommendations developed through the University consultation meetings shall be submitted to the Chief Administrative Officer and the President of Council 79.

D. Consultation with Director of Employee Relations. The Director of Employee Relations shall meet with the local AFSCME representatives to discuss matters pertinent to the implementation or administration of this agreement or any other mutually agreeable matter such meetings will be held on a mutually convenient date. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The other party shall also submit a written list of agenda items in advance of the meeting. Any employee participant who attends during their working hours shall be excused without loss of pay. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

5.8 Negotiations.

A. Parties and Location.

1. AFSCME agrees that all collective bargaining is to be conducted with Board representatives designated for that purpose by the Board. There shall be no negotiations by AFSCME at any other level.

B. AFSCME Committee. AFSCME shall designate in writing not more than five (5) employees to serve as its Negotiation Committee. In the event that an employee designated as a Committee member is unable to attend AFSCME negotiations, AFSCME may send an alternate Committee member from the University.

C. Negotiation Leave.

1. For each round of negotiations, the Committee member and alternate substituting for an absent Committee member shall be granted paid negotiation leave for the purpose of attending negotiating sessions with the Board.

2. No Committee member or alternate shall be credited for more than eight (8) hours for any day of negotiations, nor shall the time in attendance at such negotiating sessions be counted as hours worked for the purpose of computing compensatory time or overtime.

5.9 Leave for Negotiating and Other AFSCME Activities.

A. An AFSCME member who is not substituting for absent Committee members shall have the right to request unpaid leave or accrued annual or compensatory leave for the purpose of attending negotiating sessions. Such leave shall not impede the operations of the University or be unreasonably denied.

B. Employees shall have the right to request leave for the purpose of attending AFSCME conventions, conferences, meetings, and negotiating sessions. When such requests are denied, the supervisor shall provide such denial in writing.

5.10 Employee Lists.

Upon request of the President of AFSCME Council 79, the University will, on a quarterly basis, provide the Union with an electronic list giving the name, home address on file, classification title, and gross salary for each employee in the AFSCME bargaining unit. The list will be prepared on the basis of the latest information on file at the time the list is prepared. Where employee lists are fully available at no cost to other entities, they shall be made available to AFSCME at no cost. Where such the list is made available for a fee, AFSCME shall bear the actual cost of the list or the fee charged to the public, whichever is less.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 General Provisions.

A. The Board and AFSCME encourage informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the University representative who has authority to address the complaint. Such review and discussions should be held with a view to reaching an understanding that will resolve the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article. If the complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provisions of this Article.

B. "Grievance" means a dispute filed with the University's Management Representative ("Step 1 or Step 2"), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. The filing or pendency of any grievance under the provisions of this Article shall in no way impede or delay the right of the Board or University to take the action complained of, subject, however, to the final disposition of the grievance.

C. "Grievant" means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee. AFSCME may file a grievance in a dispute over a provision of this Agreement which confers rights upon AFSCME.

D. The resolution of a grievance prior to its appeal in writing to Step 3 shall not establish a precedent binding on the Board, the University, or AFSCME.

E. All grievances must be filed within thirty (30) days following the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of the event if that date is later. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.

F. The University and the Board shall not retaliate against any employee who participates in the procedures set forth in this Article.

G. If a Step 1 or Step 2 grievance meeting is held during the working hours of the grievant or any required participant, such person shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

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. One (1) Appendix C, D or E may be filed in a grievance with more than one (1) 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.

6.2 Representation.

A. A grievant who decides to use this grievance procedure shall, prior to the Step 1 meeting, choose whether to be represented by AFSCME. Where AFSCME representation is requested by a grievant, the grievance representative shall be selected by AFSCME from the list referenced in Section 5.2A, provided that the selection of an AFSCME President or Steward/AFSCME Employee Representative must be from the same local chapter as the grievant. AFSCME may reach agreement with the Chief Administrative Officer at any step of the grievance process, and such agreement shall be binding on the grievant.

B. When an AFSCME President or Steward/AFSCME Employee Representative is selected to represent a grievant, he/she may be allowed a reasonable amount of time off with pay to investigate the grievance and to represent the grievant at any Step of the grievance procedure which is held during regular work hours, subject to the following limitations:

1. The AFSCME President or Steward/AFSCME Employee Representative will not be allowed time off with pay to investigate his/her own grievance.

2. Time spent by the AFSCME President or Steward/AFSCME Employee Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

3. Such time off with pay shall be subject to prior approval by the AFSCME President's or Steward/AFSCME Employee Representative's immediate supervisor; however, approval of such time off will not be withheld unless it impedes the operations of the unit to which the AFSCME President or Steward/AFSCME Employee Representative is regularly assigned.

C. If the grievant is not represented by AFSCME, the Management Representative shall timely notify AFSCME such that AFSCME is given reasonable opportunity to be present at meetings called for the resolution of the grievance. The processing of the grievance and any resolution will be in accordance with the procedures established in this Agreement.

D. AFSCME shall not be bound by a grievance decision in a grievance in which the grievant chose not to be represented by AFSCME.

6.3 Procedures.

A. Step 1.

1. The Step 1 Management Representative shall schedule a meeting between the grievant, the grievant's Steward/AFSCME Employee Representative, grievant's supervisor, and any other appropriate individual within fifteen (15) days following receipt of the grievance if no postponement is requested, or receipt of written notice that the grievant wishes to proceed with the Step 1 meeting if a postponement was previously requested. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Step 1 Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons therefor, to grievant's Steward/AFSCME Employee Representative within thirty (30) days following the conclusion of the meeting, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision and documents referenced in the decision shall be sent to the grievant and to the Local AFSCME President if grievant elected not to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

2. Where practicable, the Step 1 Management Representative shall make available to the grievant or grievant's Steward/AFSCME Employee Representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. In advance of the Step 1 meeting, the grievant or the grievant's Steward/AFSCME Employee Representative shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

3. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Steward/AFSCME Employee Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting.

B. Step 2.

1. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the Step 2 Management Representative within thirty (30) days following receipt of the Step 1 decision by grievant's Steward/AFSCME Employee Representative. The Step 1 Management Representative and grievant's AFSCME Staff Representative shall schedule a meeting for the purpose of reviewing the matter within fifteen (15) days following receipt of the request for review.

2. The Step 2 Management Representative shall issue a written decision, stating the reasons therefor, to grievant's AFSCME Staff Representative within thirty (30) days following the conclusion of the meeting. In the absence of an agreement to extend the period for issuing the Step 2 decision, AFSCME may proceed to Step 3 if the AFSCME Staff Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to AFSCME if the grievant elected not to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

C. Step 3 - Arbitration.

1. If the grievance is not resolved at Step 2, AFSCME may appeal the

decision to Arbitration on a Request for Arbitration Form within thirty (30) days after receipt of the decision.

2. The Board and AFSCME may, by written agreement, submit related grievances for hearing before the same arbitrator.

3. Selection of Arbitrator.

a. Within sixty days after ratification of this Agreement, the Board and AFSCME shall select an Arbitration Panel. The panel shall have eleven (11) members who are mutually selected by the Board and AFSCME to serve for the term of this Agreement. If agreement is not reached on one or more of the arbitrators, the remaining arbitrators shall be selected by alternately striking from a list until the required number of names remains. Each party appointing an equal number of persons shall compile the list. The party to strike first shall be determined by the flip of a coin.

b. Within thirty (30) days after the Board's receipt of a notice of arbitration, the parties shall select an arbitrator to hear the case by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a coin. By mutual agreement, the parties may select an arbitrator who is not a member of the Arbitration Panel.

4. Arbitration hearings shall be held at the University.

5. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the Board, AFSCME, the grievant(s), and the employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

a. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearing or from the deadline for the submission of briefs, whichever is later.

b. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.

c. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

d. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.

6. The arbitrator shall be without power or authority to make any decisions:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement or the provisions of applicable law or rules or regulations having the force and effect of law; or

b. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement; or

c. Which have the effect of restricting the discretion of a Chief Administrative Officer as otherwise granted by law or the Rules of the Board of Trustees or the University unless such authority is modified by this Agreement; or

d. That are based solely upon University past practice or policy unless such University practice or policy is contrary to law, the Employment Rules or this Agreement.

7. The arbitrator's award may include a monetary award to the grievant(s); however, the following limitations shall apply to such monetary awards:

a. The award shall not exceed the amount of pay the employee would have earned at his/her regular rate of pay and shall not include overtime, on-call, or any other speculative compensation that might have been earned;

b. The award shall not exceed the actual loss to the grievant, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award; and

c. The award shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than thirty (30) days prior to the filing of the grievance.

8. The fees and expenses of the arbitrator shall be borne equally by the parties.

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.

6.4 Time Limits.

A. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

B. Failure, at any Step of this procedure, to communicate the decision on a grievance within the specified time limit shall permit the grievant's representative to proceed to the next Step.

C. Claims of either an untimely filing or untimely appeal shall be made at the Step in question.

D. The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any Step of this procedure may be extended by written agreement.

E. In the event that any action falls due on a Saturday, Sunday, or State or Federal holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

6.5 Exceptions.

A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit AFSCME or an employee to process a grievance (1) in behalf of any employee without his/her consent, or (2) with respect to any matter which is at the same time the subject of an action which has been filed by a grievant in any other forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2000e et seq.

B. An employee who has not attained permanent status can file only non-disciplinary grievances under this Agreement, which may be processed only at Step 1 without further appeal.

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. Supervisors shall provide privacy to the extent practicable when administering reprimands or conducting disciplinary actions.

7.2 Just Cause. Disciplinary actions administered to permanent status employees may be taken only for just cause.

7.3 Grievability.

A. Suspensions, demotions, reductions in base pay, and terminations administered to permanent status employees are subject to Article 6, Grievance Procedure.

B. Written reprimands shall be subject to the grievance procedure in Article 6 but only through Step 2. Written reprimands shall not be used as a basis for later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least two (2) consecutive years. Such written reprimands shall be placed in a sealed envelope and marked "invalid in accordance with Section 7.3(C)" any time after that two (2) year period upon written request of the employee.

C. Neither the University's policies and procedures, nor disciplinary guidelines, are grievable except to the extent that they are allegedly applied arbitrarily and capriciously.

7.4 AFSCME Representation.

A. The employee has a right, upon request, to AFSCME representation during investigatory questioning that may reasonably be expected to result in disciplinary action, and during predetermination conferences.

B. When an AFSCME representative is selected to assist an employee, the representative may be allowed a reasonable amount of time off for this purpose, subject to the limitations provided in Articles 5 and 6.

7.5 Disciplinary Entries in Personnel Files. An employee shall be furnished with a copy of disciplinary entries placed in their official personnel file and shall be permitted to respond, and a copy of the response shall be placed in that file. The author of such document shall be responsible for providing the copy to the employee.

**ARTICLE 8
LAYOFF AND RECALL**

8.1 Layoffs.

A. When an employee is to be laid off, the University shall implement such layoff in accordance with the procedures set forth below. When circumstances permit, the University shall notify the local AFSCME President at least thirty (30) days in advance of a layoff. Employees are to be informed of layoff as soon as practicable. Where circumstances permit, all employees are to be provided at least 30 calendar days notices. However, a USPS employee with permanent status shall be given no less than 14 calendar days notice of layoff or in lieu thereof, two weeks pay at the employee's current regular hourly rate, or a combination of notice and pay. A notice of layoff shall be sent to the employee by certified mail, return receipt requested, or delivered in person to the employee with verification of delivery.

B. The notice to the employee of layoff shall include the effective date of the layoff, the reason for layoff, a statement of recall rights and any appeal/grievance rights, including applicable filing deadlines.

C. Employees may be laid off at anytime as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; curtailment or abolishment of one or more programs or functions; shortage of work; or a material change of duties.

D. The layoff unit may be at an organizational level such as a campus, division, college, school, department, area, program, or other level of organization as the University deems appropriate. The sole instance in which only one (1) employee will constitute a layoff unit is when the functions performed by the employee constitutes an area, program, or other level of organization. In designating the makeup of the layoff unit, the University may consider the special qualifications and relevant experiences required for specific positions and exclude such positions from layoff. USPS time-limited positions shall be excluded from the layoff unit.

E. A permanent status employee shall not be laid off if there are non-permanent status employees in comparable positions in the layoff unit. Those employees will be retained who, in the judgment of the University, best contribute to the mission and purpose of the University when taking into account the employee's length of continuous University service and other appropriate factors.

F. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for laid-off employees. Such effort shall be made within the University.

G. The following employees do not have layoff rights:

1. A USPS employee without permanent status in any class;
2. A USPS employee appointed to a contract and grant, auxiliary or local funds position which has been designated time-limited; and
3. OPS employees.

H. Within the layoff unit, USPS employees with permanent status in the affected class shall be ranked on a layoff list based on retention points derived from length of service and evaluations. Employees who work less than full-time shall have their retention points determined in proportion to the time worked. Layoff rights extend only to employees who meet the specific qualifications and equivalent FTE of the position regardless of their placement on the layoff list. Retention points shall be computed as follows:

1. One point for each month of continuous employment in the USPS including service in the Career Service if employed in the SUS on or before June 30, 1986;
2. One point for each month of service meeting performance standards and two points for each month of service with exemplary performance.
3. The period of leave for active military service in accordance with Chapter 115, F.S., shall count as continuous employment and shall be considered to be at the same level of performance as last evaluated.
4. Any period of service prior to July 1, 1986, not covered by an evaluation including periods of service during which no formal employee evaluation programs existed, shall be computed as meeting performance standards. After July 1, 1986, performance will be computed as previously evaluated in the absence of a current evaluation.
5. No retention points shall be granted for a month in which the employee was not on the payroll.
6. After totaling the retention points, layoff shall be in order, beginning with the employee with the fewest points.
7. When two or more employees have the same total retention points, preference for retention shall follow the order of the longest University service in the class, the longest SUS service, Veterans' preference, and as determined by the University.

I. Within seven calendar days after receiving the notice of layoff, the USPS employee shall have the right to request a change in assignment or, if not available or the employee's preference, a demotion in lieu of layoff to a position in a class in which the employee held permanent status, or to a position in a class in which the employee has not held permanent status if the employee has previously held permanent status in a higher or equal level class within the series. Appointment to positions in lieu of layoff is conditioned on the employee meeting the specific qualifications for the position.

8.2 Recall. Employees with layoff rights who are laid off shall have recall rights at the University from which laid-off as follows:

- A. USPS employees have recall rights for one year following layoff. When a vacancy exists at the University in the same class in which the employee was laid off, the employee with the highest number of retention points and who meets the special qualifications and relevant experience required for the vacant position shall be offered reemployment if the employee is not otherwise employed in an equivalent position at the University.
- B. Reemployment offers shall be made to USPS employees laid off in the order of their total retention points. If the employee held permanent status in the class at the time of the layoff, the re-employment shall be with permanent status and the total retention points computed at the time of the layoff shall be restored to the employee.
- C. An employee who refuses offer of reemployment shall forfeit further recall rights.

8.3 Employee Assistance Program. Consistent with the procedures established for the University's Employee Assistance Program, employees participating in an EAP who receive a notice of layoff may continue to participate in that program for a maximum of ninety (90) days following the layoff, or as otherwise agreed by the employee and the University.

**ARTICLE 8
CHANGE IN ASSIGNMENT**

9.1 Procedure.

A. An employee with permanent status in the current class who meets all University eligibility requirements may apply for a change in assignment to a different position in the same class or in a different class having the same pay range maximum, different work unit, or different shift at the University according to University procedures. Prior to filling a vacancy, except by demotion or internal promotion, the University shall consider all applicable change in assignment requests. When making a decision regarding the granting of a request for a change in assignment, the University shall consider appropriate factors, including, but not limited to, the applicant's length of continuous University service, performance evaluations, work-related awards and achievements, relevant work experience, and education/training.

B. All employees who were interviewed shall be notified of the University's decision.

C. Employees who are reassigned under the provisions of this Article shall not ordinarily suffer a loss of pay as a result of such reassignment.

D. Nothing contained in this Agreement shall be construed to prevent the University, at its discretion, from effecting the change in assignment of any employee according to the needs of the University and in each case, the University will take into consideration the needs and circumstances of the employee prior to taking such action.

9.2 Notice. An employee shall be given a minimum of fourteen (14) days notice prior to the University reassigning or transferring the employee. In the case of a transfer, the University will make a good faith effort to give a minimum of thirty (30) days notice. The parties agree, however, that these notice requirements shall not be required during an emergency or in other extraordinary conditions.

ARTICLE 10
METHOD OF FILLING VACANCIES

10.1 Policy.

A. The University shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification, position description, and in other documents describing the vacant position. The University shall also consider appropriate factors, including, but not limited to the applicant's length of USPS service, performance evaluations, work related awards and achievements, other relevant work experience, and education/training.

B. The filling of vacant positions should be used to provide career mobility within the USPS and should be based on the relative merit and fitness of the applicants.

10.2 Procedures.

A. Employees who have attained permanent status in their current class shall be eligible for the provisions of this Article.

B. Except where a vacant position is filled by demotion, change in assignment to a different position in the same class or in a different class having the same pay range maximum, or internal promotion, the University shall interview at least two of its employees who are eligible under this Section and who have met the advertised requirements for the position, provided at least two have applied. If only one such employee applies, the employee shall be interviewed.

C. If an employee applied for the position but was not selected, that employee may file a grievance under Article 6. The only issue to be addressed by such grievance is whether the University exercised its judgment in an arbitrary and capricious manner.

ARTICLE 11 CLASSIFICATION REVIEW

11.1 Classification Changes. When the Board determines that a revision of a class specification for positions covered by this agreement is needed, and such revision affects the collective bargaining unit designation, it shall notify AFSCME in writing of the proposed change. AFSCME shall notify the Board, in writing, within fifteen (15) days of receipt of the proposed changes, of any comments it has concerning the proposed changes or of its desire to discuss the proposed changes.

11.2 Position Description. Each employee shall be given an opportunity to review his/her position description, and the employee's signature shall acknowledge that the incumbent has made such a review and that the employee has received a copy of the current position description.

11.3 Work In a Higher Classification. An employee who is designated by the appropriate supervisor to perform temporarily a major portion of duties of a position in a higher classification than the employee's current classification shall be eligible for a pay increase for the period of time such duties are assigned, provided that such duties are performed for a period of more than twenty-two (22) workdays within any six (6) consecutive months.

11.4 Review of Assigned Duties. When an employee alleges that regularly assigned duties constituting a significant portion of the employee's work time are duties not included in the employee's position description or the class specification to which the position is assigned, the employee may make a request for a review through the Chief Administrative Officer. The decision to grant a review rests with the Chief Administrative Officer. If the complaint review meeting results in a reclassification, any pay adjustment shall be effective on the date of that decision.

ARTICLE 12
PERSONNEL RECORDS

12.1 Use of Personnel Files.

A. There shall be only one official personnel file for each employee, which shall be maintained in the central personnel office of the University unless a different location is approved by the President. Duplicate personnel files may be established and maintained within the University. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items that are not filed in the official personnel file.

B. An employee has the right to review his/her official personnel file at reasonable times under the supervision of the designated records custodian and may attach a concise statement in response to any items therein. A copy of any derogatory material placed in the employee's official personnel file shall be sent to the employee.

12.2 Contents of Personnel Files.

A. Information in an employee's official personnel file shall refer only to matters concerning or affecting the employee's job or related to his/her University employment.

B. Where the President, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document shall be placed in a sealed envelope and marked "Invalid" within the official personnel file and duplicate personnel files.

C. Records of disciplinary action and University commendations and awards presented to an employee shall, where practicable, be placed in an employee's personnel file within sixty (60) days after the effective date of the action.

**ARTICLE 13
HEALTH AND SAFETY**

13.1 Policy. The Board shall make every reasonable effort to provide employees a safe and healthy working environment. The Board and AFSCME agree to work cooperatively toward reducing job-related injuries and Workers' compensation costs by encouraging improved safety measures.

13.2 Safety Committee. The AFSCME local union president will appoint one employee to serve on a university-wide safety committee.

13.3 Employee Health and Safety.

A. When the University requires an employee to use or wear health or safety equipment, such equipment will be provided by the University.

B. Employees shall perform their duties in a safe manner and shall comply with the University's safety guidelines/procedures. Any employee becoming aware of a work-related accident shall immediately notify the supervisor or the supervisor's designee of the area where the incident occurred.

C. When an employee believes an unsafe or unhealthy working condition exists in the work area, the employee shall immediately report the condition to the employee's supervisor. An employee may also report the condition to a University administrator at the next highest level or the University's safety officer. The University shall investigate the report, and will respond to the employee in a timely manner. Where the employee's report was in writing, the response shall be in writing. An employee acting in good faith may refuse to accept an assignment when the employee has reasonable grounds to believe an unsafe or unhealthy working condition exists in the work area that poses an immediate threat to the employee's physical well-being.

D. The University will not ordinarily require employees to continuously perform repetitive keyboard motions at a computer monitor for a period in excess of two (2) consecutive hours without an alternative work assignment or fifteen (15) minute rest period.

E. The University shall make reasonable attempts to notify affected employees of major remodeling or major construction.

ARTICLE 14 PERFORMANCE EVALUATIONS

14.1 Procedure.

A. An employee shall ordinarily be evaluated by his/her immediate supervisor who shall be held accountable for such evaluation. The evaluation may be reviewed but shall not be changed by a higher-level administrator. The immediate supervisor shall be the person regularly assigned to direct the work of the employee, or, if unavailable, the person appointed by the Chief Administrative Officer. The evaluator is primarily responsible for the timely evaluation of the employee.

B. The employee shall be provided with information regarding the basis of the evaluation and shall, upon written request, be provided a copy of any documents that were considered in completing the evaluation.

C. The evaluation shall be discussed with the employee, who shall be given the opportunity to respond.

D. The University will make a good faith effort to provide employees and supervisors with training in performance evaluation techniques.

14.2 Failure to Meet Performance Standards.

A. Where an employee who has attained permanent status in the class does not meet performance standards, the University shall develop a performance plan intended to correct performance deficiencies.

B. Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher-level concerns regarding the evaluation that rates the employee as not meeting performance standards.

C. The employee may be removed from his/her class no sooner than sixty (60) days after receipt of the improvement plan if satisfactory improvement in performance is not made.

14.3 Grievability. Performance evaluations shall be subject to Article 6, Grievance Procedure, to the extent provided in this Section:

A. An employee with permanent status in the class who receives a performance evaluation of not meeting performance standards may grieve the evaluation but only through Step 2. The review of the grievance shall be solely to determine whether the performance evaluation was done in an arbitrary or capricious manner. Grievance reviewers shall not substitute their judgments regarding an employee's performance for that of the evaluator.

B. An employee with permanent status in the class who is demoted or dismissed for an evaluation of not meeting performance standards may grieve the demotion or dismissal pursuant to the provisions of Section 7.3A.

ARTICLE 15 HOURS OF WORK

15.1 Workday/Workweek.

- A. The normal workweek for each full-time employee shall be forty (40) hours.
- B. The University retains the right to schedule its employees; however, the University will make a good faith effort, whenever practical, to provide employees with consecutive hours in the workday and consecutive days in the workweek.

15.2 Overtime.

- A. The University is responsible for arranging the work schedule to minimize overtime. The assignment of overtime shall not be made on the basis of favoritism.
- B. Work beyond the normal workweek shall be recognized in accordance with the provisions of Employment Rules and the Fair Labor Standards Act.
- C. Upon agreement of the employee and the University, non-exempt employees shall receive either compensatory leave or cash payment for overtime. If agreement cannot be reached, the University shall make cash payment for overtime worked.

15.3 Work Schedules.

- A. Where rotations are being made in the employee's regular work schedule, the new shift, workdays, and hours, will be posted no less than ten (10) days in advance, and will reflect at least a two (2) workweek schedule; however, the University will make a good faith effort to reflect a one (1) month schedule. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is not approved.
- B. Where regularly assigned work schedules are rotated, the University will make a good faith effort to equalize scheduled weekend work among employees in the same functional unit whenever this can be accomplished without interfering with efficient operations. When an employee rotates to a different shift, the employee shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment.
- C. When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the employee shall be given a minimum of ten (10) working days notice, in writing, of the proposed change. Additionally, when the change occurs, the employee shall receive a minimum of two (2) shifts off between the end of the current shift assignment and the beginning of the new shift assignment.

15.4 Rest Periods.

- A. No supervisor shall unreasonably deny an employee a fifteen (15) minute rest period during each four (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a work location assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his/her work location. In those cases, it is recognized that the employee can "rest" while the employee remains at his/her work location.
- B. An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival or early departure from work.

ARTICLE 16
ON-CALL AND CALL-BACK

16.1 On-Call Assignment.

A. "On-call" assignment shall be defined as any time when an employee is instructed in writing by management to remain available to work during an off-duty period. An employee who is so instructed shall be required to leave word where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties.

B. In an emergency or other unforeseen circumstances, a University may verbally instruct an employee to be on-call for a period of not more than twenty-four (24) consecutive hours. The employee shall not be eligible for on-call payments in excess of the period for which verbal instructions are appropriate.

16.2 On-Call Payment.

A. On-call time is not compensable for purposes of computing overtime; however, travel time to and from work when called back is compensable time.

B. When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar (\$1.00) per hour for each hour such employee is required to be on-call.

C. An employee who is required to be on-call on a Saturday, Sunday, or State holiday will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the University hourly minimum for the employee's class for each hour such employee is required to be available.

D. If an on-call period is less than one (1) hour, the employee shall be paid for one hour.

E. If an employee's immediate supervisor who is covered by this Agreement inappropriately instructs an employee that the employee is on-call, that supervisor may be held personally liable for reimbursing the University for any on-call fee which results from the inappropriate instruction.

16.3 Call-Back. If an employee is called back to perform work beyond the employee's scheduled hours of work for that day, the employee shall be credited with the greater of the actual time worked, including time to and from the employee's home to the assigned work location, or two (2) hours.

ARTICLE 17
LEAVES OF ABSENCE/HOLIDAYS

17.1 Leaves. Employees may be granted leaves of absence as provided in the University Personnel Regulations

17.2 Leave to Supplement Workers' Compensation Benefits. An Employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with the University Personnel Rules.

17.2 Holidays. The authorized University holidays are as follows:

New Year's Day
Birthday Martin Luther King, Jr. Day, third Monday In January
Memorial Day
Independence Day
Labor Day
Veteran's Day, November 11
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

If the approved holiday falls on a Saturday, the preceding Friday is observed. If the holiday falls on a Sunday, the following Monday is observed.

In the event that the University is desirous of implementing a winter break for covered employees, it will notify the Union not less than thirty (30) days prior to the intended date.

17.4 Personal Holiday. Each full-time employee is entitled to one personal holiday each fiscal year.

ARTICLE 18
LEARNING OPPORTUNITIES

While observing the applicable statutes and regulations of the Board of Governors, the parties agree to meet and negotiate with regard to the administration and implementation of the tuition reimbursement policy.

**ARTICLE 19
CONTRACTING OUT**

19.1 Prior to issuing request for proposal for contracting-out work which will result in the layoff of employees, the University will notify the local AFSCME President. The local AFSCME President may then discuss the impact of the proposed contracting-out on affected employees by scheduling a consultation with the President or designee within ten (10) days of receiving the notice. The President of Council 79 may also request to bargain with the President or designee regarding the impact on affected employees of such contracting-out.

19.2 The University shall include in the request for proposals for contracting-out such work, in addition to any other requirements to be considered, provisions which:

A. require the proposers to offer to employ affected employee(s) having Regular status for a period of one hundred twenty (120) days after the start of the contract with equivalent pay and health care insurance, subject to termination during this period only for just cause, and provide reasonable training during this period to increase the employee's opportunity for employment beyond the one hundred twenty (120) days; and,

B. require the proposers to provide information regarding the coverage and cost of any health care insurance which will be provided to any affected employee employed by the proposer.

19.3 The Parties will continue to negotiate with regard to contract language concerning the provisions of this section.

19.4 The affected employees, in consultation with the local AFSCME President, may submit a proposal in response to the University's request for proposals. Such proposal shall be submitted in the form and manner as required for all proposers.

19.5 The University shall make reasonable efforts to place affected employees in other University positions prior to layoff. The University may provide out placement and counseling services to affected employees.

19.6 If an affected employee is laid-off as a result of the University contracting-out their work, such employee may file a grievance. The only issue to be addressed by such grievance is whether the University complied with the provisions of this Article.

**ARTICLE 20
AFSCME DEDUCTIONS**

20.1 Deductions and Remittance.

A. During the term of this Agreement, the University will deduct AFSCME membership dues in an amount established by AFSCME and certified in writing by the President of Council 79 to the Office of Human Resources, and make other deductions from employee's pay for those employees who individually make such request on the deduction authorization form provided by AFSCME included as Appendix B. Employee transfers or promotions within these bargaining units shall not require the submission of new forms.

B. The dues and other authorized deductions shall be made on the employee's regular payroll basis and shall begin with the first full pay period following receipt of the authorization form. The dues and other authorized deductions shall be remitted by the University to the AFSCME State Office within thirty (30) days after the deductions are made, or as soon thereafter as possible. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee had previously submitted a deductions authorization form.

C. AFSCME shall notify the Board in writing of any changes in its dues at least thirty (30) days prior to the effective date of such change.

20.2 Insufficient Pay for Deduction. In the event an employee's salary earnings within any pay period are not sufficient to cover dues and other authorized deductions, it will be the responsibility of AFSCME to collect its dues and other authorized deductions for that pay period directly from the employee.

20.3 Termination of Deduction. The University's responsibility for deducting dues and other authorized deductions shall terminate automatically upon either: (1) thirty (30) days written notice from the employee to the University Office of Human Resources revoking that employee's prior deduction authorization, (2) the termination of employment, or (3) the transfer, promotion, or demotion of the employee out of the bargaining unit.

20.4 Indemnification. AFSCME shall indemnify, defend, and hold the Board, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Board, the State, or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the University any funds received in accordance with this Article that are in excess of the amount of deductions that the Board has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the University within one hundred and twenty (120) days of the occurrence.

20.5 Exceptions. The Board will not deduct any AFSCME fines, penalties, or special assessments from the pay of any employee.

**ARTICLE 21
RESERVED**

**ARTICLE 22
RESERVED**

ARTICLE 23
WAGES

23.1. General Increases:

A. Each eligible employee shall receive an increase in annual salary in the amount of one thousand dollars (\$1,000.00).

B. The salary increase described at Section 23.1(A) will be effective on the second payroll period following the ratification of this Agreement.

C. To be eligible for the salary increase described at Section 23.1(A), the employee shall at a minimum be meeting their required performance standards. If an ineligible employee achieves performance standards subsequent to the effective date of the salary increase but on or before the end of the fiscal year, the employee may receive an increase, however, such an increase shall be effective on the date the employee becomes eligible but not retroactively.

23.2. Employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the President or his/her designee shall seek to have the contract or grant modified to permit such increases.

23.3 Nothing herein shall prevent the University from adjusting the pay of an employee during the term of this contract in addition to any salary increase identified at section 23.1.

ARTICLE 24 BENEFITS

24.1 Current Employees.

A. State Employee Health Insurance Program. The Board and AFSCME support legislation to provide adequate and affordable health care insurance to all employees.

B. Employee Assistance Programs. The following guidelines are applicable to the University's Employee Assistance Programs (EAP).

1. When an employee's EAP participation is designed in conjunction with the employer to improve job performance, then some limited time for participation, as described in University policy, shall be counted as time worked.

2. In requesting and being granted leave to participate in a University EAP, an employee, for the purpose of maintaining confidentiality, need reveal to their supervisor only the fact of such EAP participation.

3. Neither the fact of an employee's participation in an EAP, nor information generated by participation in the program, shall be used as a reason for discipline under Article 7, or as evidence of a performance deficiency within the evaluation process referenced in Article 14, except for information relating to an employee's failure to participate in the EAP consistent with the terms to which the employee and the University have agreed.

24.2 Retired Employees.

A. Employees who retire under the Florida Retirement System shall be eligible, upon request, to receive on the same basis as other employees the following benefits at the University from which they retired, subject to University rules and policies:

1. retired employee identification card;
2. use of the University library (i.e., public rooms, lending and research service);
- and
3. placement on designated University mailing lists.

B. In addition, fees may be charged retired employees for the following, and/or access granted to them on a space available basis:

1. use of University recreational facilities;
2. a University parking decal; and
3. course enrollment of retired employees sixty (60) years or older who meet Florida residency requirements, without payment of fees, on a space available basis, in accordance with Section 240.235(3), Florida Statutes and any regulation of the Board of Governors.

**ARTICLE 25
NO STRIKE**

25.1 No Strike.

A. During the term of this Agreement, neither AFSCME nor its officers or agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, or strike; interfere with the work and statutory functions or obligations of the State; or engage in any other activities which are prohibited in *Section 447.203(6), Florida Statutes*.

B. AFSCME agrees to notify all of its local offices and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. AFSCME further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

25.2 Remedies.

A. The University may discharge or discipline any employee who violates the provisions of this Article and AFSCME shall not use the Grievance Procedure on such employee's behalf; however, if the issue is whether the employee engaged in activities prohibited by this Article, AFSCME may elect to represent the employee in such grievance through the Grievance Procedure.

B. Nothing contained herein shall preclude the University from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 26
SAVINGS CLAUSE

26.1 If any provision of this Agreement is in conflict with the laws or regulations of the United States or of this State, then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect. This Savings Clause shall not be construed as a waiver of the right to bargain with the public employer over any law, rule or regulation over which it has amendatory power.

26.2 If any provision of this Agreement is found to have the effect of causing the University to be denied funds otherwise available through federal funding, such provision shall not be applicable, performed, or enforced.

**ARTICLE 27
MANAGEMENT RIGHTS**

AFSCME agrees that the University has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the University, set standards of services to be offered to the public, and exercise control and discretion over its organizations and operations. It is the right of the University to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

ARTICLE 26
TOTALITY OF AGREEMENT

26.1 **Limitation.** The Board and AFSCME acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the Board and AFSCME thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration. Unless expressly set forth herein, nothing in agreement shall constitute a waiver of rights under Article 1, Section 6 of the Florida Constitution or Chapter 447, Florida Statutes.

26.2 **Modifications.** Nothing herein shall preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

**ARTICLE 29
RESERVED**

ARTICLE 30 DURATION

30.1 Term.

A. This Agreement shall be effective on the date of ratification by both parties and shall remain in full force and effect through the thirtieth day of June 2013, with the exception that the following shall be subject to annual renegotiation:

1. Wages (Article 23); and

2. Up to two (2) additional articles annually chosen by each party. Such renegotiations shall begin no later than July 31, 2011 for the 2011-2012 re-opener negotiations. Such negotiations shall begin no later than July 31, 2012 for the 2012-2013 re-opener negotiations. The re-opening date may be postponed upon mutual consent of the parties.

B. Negotiations for a successor Agreement shall begin no later than April 1, 2013. In the event that the University and AFSCME fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

C. The Parties acknowledge that there is currently on-going litigation regarding the constitutionality of certain powers delegated to the local Boards of Trustees and whether the ultimate power to resolve certain issues lies with the Board of Trustees, the Legislature or the Board of Governors. Should it be determined by a Court or competent jurisdiction that the power to act upon any issues within the scope of this Agreement lies either with the Legislature or the Board of Governors, rather than with the Board of Trustees, the Parties agree that the change shall not be used to AFSCME's prejudice and that they shall immediately re-negotiate the provisions of this Agreement that are necessary to give effect to the Court's determinations.

30.2 Emergencies. If the Governor determines that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the President during the time of the declared emergency, provided that wages and benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above would apply only to those employees regularly or temporarily assigned to such areas.

LETTER OF AGREEMENT

The parties recognize and acknowledge there are currently ongoing legal proceedings which seek to clarify more specifically the powers and duties of the Florida Board of Governors and Board of Trustees of the public universities. Should it be determined by a court of competent jurisdiction that the Florida Board of Governors is either the "public employer" for purposes of Chapter 447, Florida Statutes, or a co-employer with Florida A & M University, the parties agree to jointly support all agreements reached by the parties, and to request that the Florida Board of Governors honor and ratify the terms and conditions set forth in any Agreement reached by the parties to this Letter of Agreement. By signing this Letter of Agreement, the parties hereto are not precluded from pursuing any other lawful remedies they may have to preserve and enforce any and all agreements they have reached with one another.

APPENDIX A

CLASS CODE	CLASS TITLE
2060	Computer Repair Technician
2064	Senior Computer Repair Technician
2754	Museum Preparator
3723	Audio/Visual Equipment Operator
3725	Senior Audio/Visual Equipment Operator
3781	Broadcast Specialist
3789	Television Camera Operator
3790	Broadcast Production/Program Assistant
4282	Teaching Laboratory Specialist
4600	Broadcast Engineering Technician
4605	Engineering Assistant
4609	Engineering Technician/Designer
5017	Laboratory Technician
5027	Senior Laboratory Technician
6203	Support Service Aide
6210	Chef
6212	Catering Specialist
6213	Food Service Worker
6226	Laundry Service Specialist
6227	Launderer
6306	Printing Assistant
6310	Printing Equipment Operator
6311	Senior Printing Equipment Operator
6312	Printing Production Supervisor
6321	Assistant Print Shop Manager
6330	HVAC Operator

CLASS CODE	CLASS TITLE
6331	Senior HVAC Operator
6336	Treatment Plant Operator
6339	Senior Treatment Plant Operator
6366	Motor Vehicle Operator
6367	Senior Motor Vehicle Operator
6368	Heavy Equipment Operator
6369	Senior Heavy Equipment Operator
6371	Fire Equipment Mechanic
6374	Maintenance Support Worker
6389	Laborer
6394	Groundskeeper
6395	Senior Groundskeeper
6405	Recreational/Educational Facility Specialist
6423	Locksmith
6426	Painter
6432	Carpenter
6435	Rofer
6438	Cabinet Maker
6441	Plumber
6444	Electrician
6445	Senior Electrician
6447	Mason
6450	Steamfitter
6451	Refrigeration Mechanic
6452	Senior Refrigeration Mechanic
6453	Sheet Metal Worker
6456	Welder

CLASS CODE	CLASS TITLE
6466	Maintenance Mechanic
6467	Maintenance Specialist
6468	Instrument Maker – Designer
6471	Piano Technician
6474	Sign Maker/Upholsterer
6483	Building Projects Specialist
6484	Building Construction Inspector
6486	Facilities Construction Specialist
6514	Scientific Glassblower
6516	Machinist
6520	Laboratory Machinist Specialist
6528	Custodial Worker
6527	Senior Custodial Worker
6530	Custodial Trainer
6539	Assistant Automotive Equipment Mechanic
6540	Automotive Equipment Mechanic
6552	Marine Mechanic
6556	Marine Engine Specialist
6561	Marine Assistant
6563	Assistant Marine Captain
7233	Electronic Technician
7234	Senior Electronic Technician
7401	Veterinary Hospital Technician
7404	Assistant Laboratory Animal Technician
7406	Laboratory Animal Technician
7407	Senior Laboratory Animal Technician
7417	Veterinary Care Technician

CLASS CODE	CLASS TITLE
7425	Farrier
7520	Agricultural Assistant
7521	Senior Agricultural Assistant
8200	Security Guard
8401	Campus Parking Patroller
8402	Senior Campus Parking Patroller
8700	Radiation Control Technician
8826	Building Safety Inspector
0380	Extension Program Assistant
1306	Child Care Group Leader
1310	Vocational Trainer
1311	Senior Vocational Trainer
4142	Teacher's Aide
5505	Health Support Aide
5518	Health Support Technician
5521	Senior Health Support Technician
5523	Certified Radiological Technologist
5557	Therapy Aide
5570	Ophthalmic Technologist
5578	Respiratory Care Technician
5599	Licensed Practical Nurse
5600	Senior Licensed Practical Nurse
5602	Medical Technologist
5603	Senior Medical Technologist
5625	Sterile Equipment Aide
5632	Dental Assistant
5641	Dental Hygienist

CLASS CODE	CLASS TITLE
5644	Dental Technician
5647	Senior Dental Technician
5728	Community Youth Leader
5750	Behavioral Program Specialist
5751	Senior Behavioral Program Specialist
0001	Clerical Aide
0003	Clerk
0004	Senior Clerk
0078	Clerk Typist
0090	Word Processing Operator
0093	Senior Word Processing Operator
0102	Secretary
0108	Senior Secretary
0114	Executive Secretary
0117	Senior Executive Secretary
0186	Cashier
0281	Telephone System Operator
0321	Instructional Facilities Scheduler
0705	Office Assistant
0710	Administrative Assistant
0715	Senior Administrative Assistant
0718	Office Manager
0809	Purchasing Agent
0815	Senior Purchasing Agent
0918	Storekeeper/Receiving Clerk
0921	Senior Storekeeper/Receiving Clerk
0939	Property Manager

CLASS CODE	CLASS TITLE
0942	Senior Property Manager
1415	Fiscal Assistant
1418	Senior Fiscal Assistant
1712	Financial Assistance Counselor
2001	Data Processing Operator
2013	Data Processing Control Specialist
2020	Computer Operator
2023	Senior Computer Operator
2050	Computer Support Specialist
2052	Senior Computer Support Specialist
2101	Computer Programmer
2102	Computer Programmer Analyst
2103	Senior Computer Programmer Analyst
3615	Photographer
3633	Cinematographer/Videographer
3642	Scientific Photographer
3709	Art/Publication
3721	Senior Art/Publications Production Specialist
3751	Editorial Assistant
3754	Assistant Editor
3775	Broadcast Writer/Announcer
4206	Program Assistant
4243	University Union Program Specialist
4262	Financial Aid Officer
4264	Senior Financial Aid Officer
4303	Library Technical Assistant
4304	Senior Library Technical Assistant

CLASS CODE	CLASS TITLE
5666	Medical Records Specialist
8203	Senior Security Guard
8410	Police Service Technician
8411	Senior Police Service Technician
8412	Police Communications Operator
8413	Senior Police Communications Operator
8700	Radletion Control Technician
8726	Building Safety Inspector
1322	Training Specialist
1328	Senior Training Specialist
1601	Collections/Loan Manager
2031	Telecommunications Specialist
2033	Telecommunications Technician
2035	Senior Telecommunications Specialist
2056	Computer Support Analyst
2111	Systems Operator
2113	Senior Systems Operator
2401	Grants Assistant
2709	Archaeologist
2731	Costumer
2757	Museum Artisan
2760	Museum Operations Specialist
2796	Archivist
2814	Fine Arts Production Specialist
3109	Statistician
3120	Senior Statistician
3803	Photographic Film Developer

CLASS CODE	CLASS TITLE
3700	Art/Publications Production Specialist
3703	Graphic Artist
3708	Medical/Biological Illustrator
3726	Audio-Visual Specialist
3732	Information Specialist
3736	Senior Information Specialist
3783	Senior Broadcast Specialist
3805	Marketing Specialist
3810	Radio Sales Representative
3812	Radio Marketing Representative
3814	Radio Account Executive
3818	Senior Radio Account Representative
4245	Senior University AFSCME Program Specialist
4274	Admissions/Registrar Officer
4275	Senior Admissions/Registrar Officer
4503	Landscape Designer
4601	Broadcast Engineering Technologist
4604	Senior Broadcast Engineering Technologist
4611	Research Engineering Support Specialist
4613	Senior Research Engineering Support Specialist
4627	Senior Engineering Technician Designer
4630	Engineer
4633	Senior Engineer
4691	Construction Projects Specialist
5003	Electron Microscope Technician
5006	Senior Electron Microscope Technician
5009	Electron Microscope Manager

CLASS CODE	CLASS TITLE
5033	Biological Scientist
5035	Senior Biological Scientist
5043	Chemist
5045	Senior Chemist
5083	Senior Teaching Laboratory Specialist
5110	Geologist
5121	Research Physicist
5123	Senior Research Physicist
5125	Health Physicist
5127	Senior Health Physicist
5562	Rehabilitation Specialist
5576	Ophthalmic Photographer
5592	Psychological Aide
5753	Interpreter for Individual with Hearing Impairment
5875	Human Services Program Specialist

**APPENDIX B
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AFSCME DUES AUTHORIZATION FORM**

I authorize the University to deduct from my pay, starting with the first full pay period commencing not earlier than seven days from the date this authorization is received by the University, membership dues and other authorized deductions of the American Federation of State, County and Municipal Employees (AFSCME) as established from time to time by AFSCME in accordance with its Constitution, and as certified to the Board by AFSCME. Furthermore, I understand that such dues will be paid to AFSCME.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University personnel office; (2) my promotion out of an AFSCME represented bargaining unit; (3) termination of employment; or (4) revoked pursuant to Section 447.507, F.S.

By signing this form, I authorize the University to release my Social Security number to AFSCME in reporting dues deductions.

Signature

Date

Name (Print)

Department or Work Location

Job Classification

Home Address - Street

Home Phone

City, State Zip

Ded. Code County Class Local
For AFSCME Use Only

**APPENDIX C
GRIEVANCE FORM**

GRIEVANT

NAME: _____

UNIVERSITY: _____

DEPT/DIV: _____

OFFICE PHONE: _____

STEWARD/AFSCME EMPLOYEE REPRESENTATIVE

NAME: _____

UNIVERSITY: _____

DEPT/ DIV: _____

OFFICE PHONE: _____

OFFICE ADDRESS: _____

All University communications shall go to the Steward/AFSCME Employee Representative at the above address.

STATEMENT OF GRIEVANCE – must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations:

REMEDY SOUGHT:

III. AUTHORIZATION

I will be represented in this grievance by: (check one.- representative must sign on appropriate line):

☐ AFSCME _____
☐ Myself _____
☐ Other _____

APPENDIX C
(Continued)

I have read and understand Section 6.5A of the current Agreement between the Board of Trustees and AFSCME.

Signature of Grievant(s)

Date

(The grievance will not be processed unless signed by the grievant.)

The Step 1 decision shall be transmitted to grievant's Steward/AFSCME Employee Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. A copy of this decision shall be sent to grievant and the local AFSCME Chapter if grievant elected not to be represented by AFSCME.

**APPENDIX D
REQUEST FOR REVIEW OF STEP 1 DECISION**

GRIEVANT

NAME: _____

UNIVERSITY: _____

DEPT/DIV: _____

OFFICE PHONE: _____

AFSCME STAFF

REPRESENTATIVE NAME: _____

UNIVERSITY: _____

DEPT/ DIV: _____

OFFICE PHONE: _____

OFFICE ADDRESS: _____

All University communications should go to the grievant's AFSCME Staff Representative at the above address.

DATE OF STEP 1 DECISION: _____

DATE STEP 1 DECISION WAS RECEIVED BY GRIEVANT'S STEWARD/AFSCME EMPLOYEE REPRESENTATIVE: _____

Provisions of Agreement allegedly violated as specified at Step 1:

APPENDIX D
(Continued)

I hereby request that the Step 2 Management Representative review the decision made in connection with the attached grievance for the following reason(s):

REMEDY SOUGHT:

Signature of Grievant(s) or AFSCME Representative

Date

I am represented in this grievance by (check one - representative should sign on appropriate line):

AFSCME _____

Myself _____

Other _____

A copy of the following documents must be attached to this Request at the time of its filing with the Step 2 Management Representative:

1. Appendix C - Original grievance form filed with the University.
2. Step 1 Decision, if issued by University.
3. All attachments to Step 1 Decision, as required in Section 6.3.

The Step 2 decision shall be transmitted to grievant's AFSCME Staff Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Copies of this decision shall be sent to grievant, the Step 2 Management Representative, and to the President of Council 79 if grievant elected not to be represented by AFSCME.

This request should be sent to:

**APPENDIX E
NOTICE OF ARBITRATION**

The American Federation of State, County, and Municipal Employees (AFSCME) or Grievant (If not represented by AFSCME) hereby gives notice of Intent to proceed to arbitration in connection with the decision of the Step 2 Management Representative dated _____ and received by the President of Council 79/Grievant on _____ in this grievance of:

NAME: _____

FAMU FILE NO: _____

The following statement of issue(s) before the Arbitrator is proposed:

Signature of AFSCME Representative or Grievant(s)

Date

I hereby authorize AFSCME to proceed to arbitration with my grievance. I also authorize AFSCME and the Board of Trustees or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

Signature of Grievant(s) (if represented by AFSCME)

Date

(This request for arbitration will not be processed unless signed by grievant.)

This notice should be sent to:

IN WITNESS WHEREOF, the parties have set their signatures this ____ day of October, 2010 this agreement having been ratified by Florida Public Employees Council 79 and the Florida Agricultural Mechanical University Board of Trustees.

FLORIDA PUBLIC EMPLOYEES COUNCIL 79

Jeanette D. Weiner
Jeanette D. Weiner
President

Ed Faye
Ed Faye
Chairman

FLORIDA A & M UNIVERSITY

James H. Anderson
Dr. James Anderson
President

Michael R. Hatcher
Michael R. Hatcher
Vice President

James M. Knight
James M. Knight
Vice President