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# **Collective Bargaining Agreement**

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**between**

**FLORIDA STATE UNIVERSITY**

**and**

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

**Operational Services Unit  
Administrative and Clerical Unit  
Other Professional Unit**

**2017 - 2020**

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## **PREAMBLE**

This Agreement is between the Florida State University Board of Trustees, hereinafter called the University, 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 University 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 public employers and their employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the public employer; and

WHEREAS, it is recognized by the University and AFSCME that terms and conditions of employment of employees are contained in this Agreement and in the University Regulations; and

WHEREAS, the above language is a statement of intent and, therefore, not subject to the grievance procedure as outlined in Article 5;

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

## **ARTICLE 1 RECOGNITION**

### 1.1 Inclusions.

A. The University 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 Operational Services (Certification No. 1421), Bargaining Unit, as defined in the certifications issued on September 9, 2003, and clarified on February 4, 2008; the Administrative and Clerical (Certification No. 1604) Bargaining Unit, as defined in the certification issued on June 14, 2006; and the Other Professional (Certification No. 1602) Bargaining Unit as defined in the certification issued on June 14, 2006 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 the bargaining unit, and the University determines the position should be excluded from the unit due to its managerial or confidential status, the University shall notify the AFSCME local union 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 resolve the dispute of unit placement.

B. When the University establishes a new USPS classification or revises an existing classification so that its bargaining unit designation is changed, the University shall notify AFSCME regarding the bargaining unit status of the class. 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 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 "Chief Administrative Officer" means the President of the University or his/her representatives.
- 2.3 "Days" means calendar days, excluding any day observed as a State or University holiday.
- 2.4 "Employee" means a member of the bargaining unit described in Article 1.
- 2.5 "Steward/AFSCME Employee Representative" means an employee who has been designated by AFSCME to investigate grievances and to represent grievants in grievances which have been properly filed under Article 5 of this Agreement, when AFSCME has been selected as the employee's representative.
- 2.6 "Management Representative" means an individual designated to hear grievances on behalf of the University.
- 2.7 "Regular Status" is earned by an employee in a class, after successfully completing the specified 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. Once attained in any USPS class, regular status is retained throughout continuous employment in the USPS.
- 2.8 "Position" means a position in a classification included in the bargaining unit described in Article 1.
- 2.9 "President of Council 79" includes his/her representatives.
- 2.10 "University" means the Florida State University Board of Trustees.
- 2.11 "USPS" means the University Support Personnel System of the Florida State University.
- 2.12 "AFSCME local union president" means a person who has been designated by AFSCME as the local union president. If the AFSCME local union president is not an employee, as defined herein, he or she may not receive pay for time spent in investigation, travel, representation of members, attending meetings, or similar activities as provided in this Agreement.

### **ARTICLE 3 NONDISCRIMINATION**

3.1 The University and AFSCME shall not discriminate against any employee based upon race, creed, color, sex, religion, national origin, age, veterans' status, genetic information, disability, marital status, sexual orientation, gender identity, gender expression, or any other legally protected group status; nor shall the University 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 *Meritor 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 to appropriate administrators. Appropriate administrators include, but are not limited to, the employee's immediate supervisor and the next level supervisor, and/or administrators in the University's Office Equal Opportunity and Compliance. Any perceived or observed sex discrimination or sexual misconduct shall also be reported as indicated by University Policy.

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

3.3 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 5, Grievance Procedure.

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

## **ARTICLE 4 AFSCME ACTIVITIES**

4.1 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 Director, Human Resources for Employee and Labor Relations. The Director, Human Resources for Employee and Labor Relations will initiate contact with the President of Council 79 concerning matters which require action by, or coordination with, Council 79.

4.2 Designation and Selection of Representatives.

A. The President of Council 79 shall annually furnish to the University, no later than July 1, a list of Stewards/AFSCME Employee Representatives, the AFSCME local union president, and AFSCME Staff Representatives. This list shall include the name, address and phone number of each Steward/AFSCME Employee Representative, AFSCME local union president, and AFSCME Staff Representatives. AFSCME shall notify the University, in writing, of any changes to the Steward/AFSCME Employee Representative, AFSCME local union president, and AFSCME Staff Representatives list. The University will not recognize any person as a Steward/AFSCME Employee Representative, AFSCME local union 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 three (3) 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 AFSCME local union president, unless there have been no changes in the list from the preceding year.

4.3 Representative Access.

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

B. Stewards/AFSCME Employee Representatives, AFSCME local union president, 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.

4.4 Printed Agreements. The University and AFSCME shall equally split the cost of printing the bargaining agreement.

4.5 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 office 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.

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

#### 4.6 Employment Regulations

A. The University shall provide the AFSCME local union president with a copy of its Regulations.

B. At least twenty-one (21) days prior to the adoption or amendment of any University 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 Regulation, a brief explanation of the purpose and effect of the proposed 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 ten (10) days of receipt of the notice. The University will consider and respond in writing to the comments, concerns, and suggestions of AFSCME within ten (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 4.7 to discuss the proposed revisions to a University Regulation; however, AFSCME must request such consultation within ten (10) days of receipt of notice of the proposed Regulation revision.

#### 4.7 Consultation.

A. Consultation with Director, Human Resources for Employee and Labor Relations. The Director, Human Resources for Employee and Labor Relations or designee shall meet with up to three (3) local AFSCME employee representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment, 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, Human Resources for Employee and Labor Relations of the proposed consultation, who will coordinate scheduling the consultation meeting. Consultation meetings shall be limited to one meeting per semester during the fall and spring semesters. An accurate record of the proceedings of such meeting shall be maintained.

B. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

#### 4.8. Negotiations.

A. Parties and Location.

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

2. Negotiations shall normally be held in Tallahassee, Florida.

B. AFSCME Committee. AFSCME shall designate in writing not more than three (3) 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 designate an alternate Committee member from the University.

C. Negotiation Leave.

1. For each round of negotiations, each Committee member and alternate substituting for an absent Committee member shall be granted paid negotiation administrative leave for the purpose of attending negotiating sessions with the University, to include up to thirty (30) minutes of travel time to and thirty (30) minutes of travel time from the negotiation site.

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.

3. The University shall not reimburse the Committee member or alternate for travel, meals, lodging, or any other expense incurred while on paid negotiation leave pay.

4. AFSCME Negotiation Committee members and alternates shall have the right to request annual or compensatory leave for the purpose of attending negotiation team meetings scheduled at times other than during the scheduled bargaining sessions. When such requests are denied, the supervisor shall provide such denial in writing.

4.9 Leave for Negotiating and Other AFSCME Activities.

A. Alternates who are 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 annual or compensatory 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.

4.10 Bargaining Unit Lists

A. Upon request of AFSCME Council 79, and no more than quarterly, the University will provide the union a list of all bargaining unit members, including designation of new hires since the last bargaining list provided, at no cost to the union. The data will include the employees' names, home addresses, home/personal telephone numbers, work telephone numbers, email addresses, work locations, and classification titles. The union may request additional information, but the University is only required to provide information that is readily available. The information shall be given to the union electronically as a Microsoft Excel spreadsheet.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

### **5.1 General Provisions.**

A. The University 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 which 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"), 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 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 University or AFSCME.

E. All grievances must be filed within twenty (20) 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 shall not retaliate against any employee who participates in the procedures set forth in this Article.

G. If a Step 1 grievance meeting is held or requires reasonable travel time 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 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, D 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.

### **5.2 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 4.2A, provided that the selection of an AFSCME local union president or Steward/AFSCME Employee Representative must be from the same local chapter as the grievant. AFSCME may reach agreement with the Director, Human Resources for Employee and Labor Relations at any step of the grievance process, and such agreement shall be binding on the grievant.

B. When an AFSCME local union 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 local union 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 local union 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 local union 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 local union president or Steward/AFSCME Employee Representative is regularly assigned.

4. The parties agree to limit their discussion about the merits of the grievance to the issues identified in Appendix C in a respectful and courteous manner.

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.

### 5.3 Procedures.

#### A. Step 1.

1. The 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. 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 Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons therefore, to the 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 AFSCME local union 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 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.

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 resolved at Step 1, the grievant may file a written request for review with the Assistant Vice President of Human Resources or his/her designee, on a Request of Step 1 Decision form, as set forth in Appendix D of this Agreement, within fourteen (14) days following receipt of the Step 1 decision by grievant's Steward/AFSCME Employee Representative. The Assistant Vice President of Human Resources, or his/her designee, and the grievant's Steward/AFSCME Employee Representative shall schedule a meeting in Tallahassee for the purpose

of reviewing the matter no sooner than seven (7) and no later than fifteen (15) days following receipt of the request for review.

2. The Assistant Vice President of Human Resources, or his/her designee, shall issue a written decision, stating the reasons therefore, to the grievant's Steward/AFSCME Employee 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 Steward/AFSCME Employee Representative has not received the written decision by the end of the 30<sup>th</sup> 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.

3. In lieu of filing a request for review at Step 2, the grievant and the University may agree to participate in a mediation conference. The mediation conference must be concluded within thirty (30) days of the agreement to mediate. The costs of the mediation shall be evenly split by the parties.

C. Step 3 - Arbitration.

1. If the grievance is not resolved at Step 2, or at mediation, AFSCME may appeal the decision to Arbitration on a Request for Arbitration Form within fourteen (14) days after receipt of the decision. The arbitration shall normally be scheduled within forty-five (45) days of receipt of the Notice of Arbitration form or, if applicable, the conclusion of mediation.

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

3. Selection of Arbitrator.

a. Within sixty (60) days after ratification of this Agreement, the University and AFSCME shall select an Arbitration Panel. The panel shall have five (5) members who are mutually selected by the University and AFSCME to serve for the term of this Agreement. If agreement is not reached on one (1) or more of the five (5) arbitrators, either party may request the Federal Mediation and Conciliation Service to provide a list of fifteen (15) arbitrators. The University and AFSCME shall select the arbitrator(s) by alternately striking from a list until the required number of names remain. The party to strike first shall be determined by the flip of a coin.

b. Within thirty (30) days after the University'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 times and locations agreed to by the University and AFSCME, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration shall be held in the City of Tallahassee.

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 University, 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 forty-five (45) 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 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 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 Regulations of the University unless such authority is modified by this Agreement; or

d. That are based solely upon a University past practice or policy unless such University practice or policy is contrary to law, the University Employment Regulation 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 which 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 twenty (20) days prior to the filing of the grievance.

8. The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator's fee and expenses. 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.

#### 5.4 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, State or University, or Federal holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

F. If no action is taken by AFSCME at any step of this procedure for a period of sixty (60) days, the grievance shall be deemed waived and dismissed.

#### 5.5 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) on 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 regular status can file only non-disciplinary grievances under this Agreement, which may be processed only at Step 1 without further appeal.

## **ARTICLE 6 JUST CAUSE AND DISCIPLINARY ACTIONS**

6.1 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.

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

6.3 Grievability.

A. Suspensions, demotions except those due to reclassification, reductions in base pay, and dismissals administered to regular status employees are subject to Article 5, Grievance Procedure.

B. Oral reprimands shall not be grievable under the provisions of this Agreement. Oral reprimands shall not be used as progressive discipline in later disciplinary actions provided the employee has maintained a discipline-free work record for at least one (1) year. Such oral reprimands shall be marked "Invalid for future disciplinary actions due to a one (1) year discipline-free work period" any time after the one (1) year period upon written request of the employee.

C. Written reprimands shall be subject to the grievance procedure in Article 5 but only through Step 1. Written reprimands shall not be used as progressive discipline in 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 marked "Invalid for future disciplinary actions due to a two (2) year discipline-free work period" any time after the two (2) year period upon written request of the employee.

6.4 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. Upon such a request being made, such meeting shall be delayed for no more than three (3) business days to allow the employee to attain such representation. However, this time frame may be extended by mutual agreement of the parties.

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 4 and 5.

6.5 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.



## **ARTICLE 7 LAYOFFS AND RECALL**

7.1 Layoffs. The University will only lay off employees if there is a business need to do so. Examples of business need include, but are not limited to, adverse financial circumstances; reallocation of resources; reorganization of programs or functions; curtailment or abolishment of programs or functions; shortage of work; or a material change of duties. In the event of a layoff of employees, a determination of which employees to retain and which employees to separate would be based on business needs and the qualifications of the employees in the department in which the layoff occurs. No employee with regular status shall be subject to layoff until such time as all temporary or probationary employees have been terminated. Unless seniority in the classification is followed, the layoff of a regular status employee would be grievable. The issue at arbitration would be whether there was a legitimate business need to lay off the individual employee, including the qualifications and seniority of the employee in comparison to other employees.

7.2 Recall. When a vacancy occurs or a new position is established within the layoff department, a laid off employee who is not otherwise employed in an equivalent position shall be recalled within one (1) year of his/her layoff provided the employee meets the special qualifications and/or relevant experience required for the vacant or new position. The employer shall compile a call-back list to be kept in the Human Resources department. Employees who are re-employed after a layoff in a position in the class from which they were laid off and in which they had attained regular status shall be re-employed with regular status.

## **ARTICLE 8 CHANGE IN ASSIGNMENT**

### **8.1 Procedure.**

A. An employee with regular 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.

**8.2 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, a reassignment greater than fifty (50) miles, 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 9  
METHOD OF FILLING VACANCIES**

9.1 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.

9.2 Procedures.

A. Employees who have attained regular 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 (2) of its employees who are eligible under this Section and who have met the advertised requirements for the position, provided at least two (2) have applied. If only one (1) 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 5, but only through Step 1. The only issue to be addressed by such grievance is whether the University exercised its judgment in an arbitrary and capricious manner.

## **ARTICLE 10 CLASSIFICATION REVIEW**

10.1 Classification Changes. When the University 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 University, 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. The University agrees to consult with AFSCME on any proposed changes to the classification system that affects bargaining unit employees.

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

10.3 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.

10.4 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 request a classification review by Human Resources. If the classification review results in a reclassification, any pay adjustment shall be effective on the date of that decision.

## **ARTICLE 11 PERSONNEL RECORDS**

### 11.1 Use of Personnel Files.

A. There shall be only one (1) official personnel file for each employee, which shall be maintained by the central Human Resources office of the University unless a different location is approved by the Director, Human Resources for Employee and Labor Relations. 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 which 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.

### 11.2 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 Director, Human Resources for Employee and Labor Relations, 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 will be removed from 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 12 HEALTH AND SAFETY**

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

12.2 Safety Committee. The AFSCME local union president will appoint one (1) employee to serve on a University-wide safety committee.

12.3 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 which poses an immediate and serious threat to the employee's physical well-being.

D. The University will not ordinarily require employees to continuously perform repetitive keyboard motions at a video display terminal 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 13 PERFORMANCE EVALUATIONS**

### **13.1 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 which 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 on an annual basis will make a good faith effort to offer employees and supervisors with training in performance evaluation techniques.

### **13.2 Failure to Meet Performance Standards.**

A. Where an employee who has attained regular status in the class does not meet performance standards, the University shall develop a Performance Improvement Plan (PIP) intended to assist the employee to correct performance deficiencies. The employee is ultimately responsible for correcting any 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 which rates the employee as not meeting performance standards.

C. The employee may be removed from his/her class after receipt of the PIP if immediate and sustained improvement in performance is not made.

### **13.3 Grievability. Performance evaluations shall be subject to Article 5, Grievance Procedure, to the extent provided in this Section:**

A. An employee with regular status in the class who receives a performance evaluation of below performance standards may grieve the evaluation but only through Step 1. 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 regular status in the class who is demoted or dismissed for an evaluation of below performance standards may grieve the demotion or dismissal pursuant to the provisions of Section 6.3A.

## **ARTICLE 14 HOURS OF WORK**

### **14.1 Workday/Workweek.**

A. The normal workweek for each full-time employee shall be forty (40) hours. The University may establish an alternate work schedule for represented employees in the Policy Technician, Police Technician Manager, Security Guard, and Sr. Security Guard classifications, which shall not exceed eighty-four (84) hours in a fourteen (14) day work cycle. Prior to implementing such an alternate work schedule, the University shall provide thirty (30) calendar days' notice to the affected employee(s).

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.

### **14.2 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 the federal Fair Labor Standards Act.

C. Upon agreement of the employee and the University, non-exempt employees may elect each pay period either compensatory leave or cash payment for overtime. If agreement cannot be reached, the University shall make cash payment for overtime worked.

### **14.3 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 from a day shift to a night shift (or vice versa), 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.

### **14.4 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 some positions have a work location assignment that requires coverage for a full eight (8) 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 15**  
**ON-CALL AND CALL-BACK**

15.1 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, the 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.

15.2 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 employee's hourly base rate of pay 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 (1) 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.

15.3 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 16**  
**LEAVES OF ABSENCE/HOLIDAYS**

16.1 Leaves. Employees may be granted leaves of absence as provided in University Regulations FSU-4.0015.

16.2 Leave to Supplement Workers' Compensation Benefits. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with University Regulations FSU-4.0015(18).

## **ARTICLE 17 LEARNING OPPORTUNITIES**

17.1 Policy. The University and AFSCME recognize the importance of employee career development in order to provide for employee training, which will improve productivity.

A. The University will make reasonable efforts to continue existing training and development programs and to develop new programs where the University considers such programs to be necessary.

B. The University will make good faith efforts to provide newly-hired employees with an orientation period to explain procedures, policies, standards and performance expectations of the employee, and to provide in-service development programs for employees. The University will also provide information to increase employee awareness of sexual harassment.

C. Where Supplemental Vocational Training Programs are available through State community colleges, the University shall make a reasonable effort to use this resource to provide training opportunities.

D. In accordance with the University's established policies and procedures, an employee may be allowed work time for the purpose of attending short courses, institutes, and workshops which will improve performance in their current position with the approval of the supervisor.

E. The University may assign employees to attend training and development courses.

F. The University shall provide reasonable written notice to AFSCME when discontinuing a career development program which includes a salary increase component.

17.2 Tuition Free Course Program. The University is encouraged to accommodate employees seeking to take courses under any tuition free course program, including providing flexible work schedules to accommodate such course enrollment whenever practicable.

17.3 Changes in Technology/Equipment. The University will consider the effect on current employees when contemplating changing technology or equipment. The University will make reasonable efforts to provide training to current employees in the use of new technology or equipment when such changes are made. Nothing herein obligates the University to maintain current classifications, positions, or employees.

17.4 GED Programs. Where GED programs exist, the University shall make reasonable efforts to provide employees with flexible work schedules to accommodate participation in such programs.

17.5 Grievability. The University and AFSCME understand that nothing in this Article precludes or in any way limits or restricts the University's right to develop, implement, or otherwise manage training or apprenticeship of its employees. Therefore, any claim by an employee or AFSCME concerning this Article shall not be subject to the Grievance Procedure of this Agreement.

## **ARTICLE 18 CONTRACTING OUT**

18.1 Prior to issuing a request for proposal for contracting-out work, which will result in the layoff of employees, the University will notify the AFSCME president. The AFSCME local union president may then discuss the impact of the proposed contracting-out on affected employees by scheduling a consultation with the Director, Human Resources for Employee and Labor Relations within ten (10) days of receiving the notice.

18.2 The University shall include in the request for proposals for contracting-out such work, in addition to any other requirements to be considered, a provision which will require the proposers to offer to employ affected employee(s) having regular status for a period of sixty (60) days after the start of the contract.

18.3. The affected employees, in consultation with the AFSCME local union 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.

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

18.5 If an affected employee is laid-off as a result of the University contracting-out their work, such employee may file a grievance under Article 5. The only issue to be addressed by such grievance is whether the University complied with the provisions of this Article.

## **ARTICLE 19 AFSCME DEDUCTIONS**

### **19.1 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 University, 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 the bargaining unit 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 University in writing of any changes in its dues at least thirty (30) days prior to the effective date of such change.

**19.2 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.

**19.3 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 Human Resources office revoking that employee's prior deduction authorization, (2) the termination of employment, (3) the transfer, promotion, or demotion of the employee out of the bargaining unit.

**19.4 Indemnification.** AFSCME shall indemnify, defend, and hold the University, 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 University, 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 which are in excess of the amount of deductions which the University 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.

**19.5 Exceptions.** The University will not deduct any AFSCME fines, penalties, or special assessments from the pay of any employee.

## **ARTICLE 20 WAGES**

- 20.1 For Fiscal Year 2017 - 2018, the University will implement salary increases as follows:
- A. Each eligible in-unit employee, as defined herein, shall receive a 1.5% pay adjustment to the employee's June 30, 2017, base rate of pay, effective September 22, 2017, or upon ratification, whichever is later. Each eligible part-time employee shall receive a pay adjustment prorated based on the full-time equivalency of his or her position.
  - B. "Eligible employee" refers to an employee who, at minimum, has received a "Satisfactory" performance evaluation, or, if no evaluation has been done, is meeting his/her required performance standards. If an ineligible employee achieves performance standards subsequent to the pay adjustment implementation date, but on or before the end of the fiscal year, the employee shall receive a pay adjustment. Such delayed increase shall be effective on the date the employee becomes eligible, but not retroactively.
  - C. To receive a pay adjustment, an eligible employee must be employed on or before January 2, 2017, and be in active payroll status on September 21, 2017.
  - D. An employee not in active payroll status on or September 21, 2017, but who returns to pay status before June 30, 2018, will receive the pay adjustment at that time, as long as s/he meets all eligibility requirements outlined above. Such delayed increase shall be effective on the date the employee returns to active payroll status, not retroactively.
  - E. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund will receive the pay adjustment equivalent to employees whose salaries are funded from E&G sources, provided that such funds are available with the contract, grant, auxiliary, or local fund.
- 20.2 The University will provide funding equivalent to 1% of in-unit employees' salary base as of June 30, 2017, to be used to distribute merit increases to eligible in-unit employees. Such merit increases will be effective on or shortly after December 1, 2017, and based on the business needs of the University. To receive a merit increase, an eligible employee must be employed on or before January 1, 2016; have at least an Above Satisfactory rating on their performance evaluation as of September 8, 2017; have no official discipline since July 1, 2016; and must not have received a merit increase in the 6 months prior to the effective date of the increase.
- 20.3 If funds are available, the University may award additional merit adjustments to individual employees based on established University criteria.
- 20.4 If funds are available, the University may award market adjustments to individual employees based on established University criteria.
- 20.5 Complaints with respect to the distribution of salary increases or additives under this shall be grievable, but only to Step 1.

## **ARTICLE 21 BENEFITS**

### 21.1 Current Employees.

A. State Employee Health Insurance Program. The University 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 Program (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 the 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 6, or as evidence of a performance deficiency within the evaluation process referenced in Article 13, 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.

### 21.2 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, subject to University Regulations 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 1009.26(4), Florida Statutes.



## **ARTICLE 22 NO STRIKE**

### **22.1 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.

### **22.2 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 23**  
**PREVAILING RIGHTS**

All pay and benefits provisions published in the University Regulations which are not specifically provided for or modified by this Agreement or by the Legislature shall be in effect during the term of this Agreement. Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by the University Regulations or other appropriate administrative or judicial remedy.

**ARTICLE 24  
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 and each of its constituent departments and programs, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is the right of the University to direct their 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 25**  
**TOTALITY OF AGREEMENT**

25.1 Limitation. The University 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 University 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.

25.2 Obligation to Bargain. The University and AFSCME, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

25.3 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 26**  
**SAVINGS CLAUSE**

26.1 If any provision of this Agreement is in conflict with State or federal laws or regulations by reason of any court action or existing or subsequently enacted legislation, or if the appropriate governmental body having amendatory power to change a law, or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 447.309(3), Florida Statutes, 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 for the term of this Agreement.

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 DURATION**

### 27.1 Term.

A. This Agreement shall be effective on July 1, 2017, if ratified by both parties, or on the date it is ratified by both parties if ratification occurs after July 1, 2017, and shall remain in full force and effect through the thirtieth day of June, 2020, with the exception that the following shall be subject to renegotiation for the 2018-2019 year:

1. Wages (Article 20); and
2. Benefits (Article 21); and
3. Up to two (2) additional articles chosen by each party. Such renegotiations shall

begin on or shortly after January 2, 2018.

B. Renegotiations for the 2019-2020 year shall begin on or shortly after January 2, 2019, and shall include the following articles:

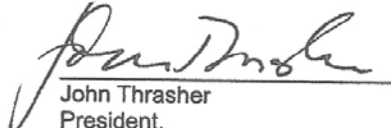
1. Wages (Article 20);
2. Benefits (Article 21) and
3. Up to one (1) additional article chosen by each party.

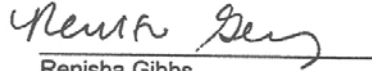
C. Negotiations for a successor Agreement shall begin on or shortly after January 2, 2020. In the event that the University and AFSCME fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

27.2. 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 University 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 permanently or temporarily assigned to such areas.

IN WITNESS THEREOF, the parties have set their signatures this 4th day of October, 2017.

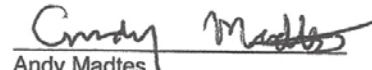
FOR FLORIDA STATE UNIVERSITY:


  
John Thrasher  
President,  
Florida State University

  
Renisha Gibbs  
Associate Vice President for  
Human Resources and Chief  
Negotiator

Dennis Bailey  
Allison Crume  
Lisa Scoles  
Tracey Pearson  
Shiffany Rawls  
Kelly McLaughlin

FOR FLORIDA PUBLIC  
EMPLOYEES COUNCIL 79,  
AMERICAN FEDERATION OF  
STATE COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-  
CIO:

  
Andy Madtes  
Executive Director,  
AFSCME, Council 79

  
Mark Jordan  
AFSCME Regional Coordinator and  
Chief Negotiator

Joanne Jacques  
Marvin Bouquette  
Walter Johnson  
Glenda Allen  
Ben Young  
Carolyn Griffin

## APPENDIX A

The parties have agreed that the following classifications are included within the bargaining unit indicated, and that this list may be amended by agreement of the parties or by order of the Florida Public Employees Relations Commission:

### OPERATIONAL SERVICES, Certification No. 1421:

All full time and part-time University Support Personnel System laborers, technicians, mechanics, operators, and service workers whose work involves fabrication, maintenance, and repair activities and/or the provision of personal and domestic services. Work is often performed outdoors and frequently involves heavy physical labor. The basic education and training requirement is graduation from high school, with practical experience in the specific area of work, although some of the skilled workers or technicians may be required to have some type of advanced technical or vocational training.

CLASS CODE	CLASS TITLE
2023	IT Operations Support Assistant
2060	IT Support Assistant
2754	Museum Preparator
3723	A V Assistant
4600	Broadcast Technician
4609	Engineering Technician
5017	Laboratory Technician
6213	Food Service Worker
6310	Printing Equipment Operator
6321	Assistant Print Shop Manager
6366	Motor Vehicle Operator
6374	Maintenance Support Worker
6394	Groundskeeper
6405	Recreational/Educational Assistant
6466	General Trades Technician
6467	Building Trades Technician
6468	Mechanical Trades Technician
6469	Specialty Trades Technician
6514	Scientific Glassblower
6526	Custodial Worker
8200	Security Guard
8401	Campus Parking Patroller



ADMINISTRATIVE AND CLERICAL UNIT, Certification No. 1604:

All full time and part-time University Support Personnel System employees whose work primarily involves the production, filing, distribution and/or examination of documents or records. Employees in this unit share similar working conditions, most notably, an office environment; work does not generally involve heavy physical labor and similar equipment is used, such as typewriters, telephones and other office equipment.

CLASS CODE	CLASS TITLE
0078	Clerical Assistant
0114	Office Administrator
0186	Customer Service Representative
0189	Administrative Assistant
0294	Student Program Assistant
0711	Administrative Associate
0715	Executive Assistant
0918	Procurement Assistant
0927	Campus Service Assistant
0939	Inventory/Receiving Associate
1415	Accounting Assistant
1712	Collections Assistant
4243	Student Financial Aid Representative
4250	Program Associate
4303	Library Associate
5521	Medical Support Assistant
6077	Athletic Assistant
6301	Police Evidence Technician (Sp Risk)
8203	Senior Security Guard
8410	Police Technician

OTHER PROFESSIONAL UNIT, Certification No. 1602:

All full time and part-time University Support Personnel System employees occupying positions in classifications which meet the requirements of a "professional employee" as set forth in Section 447.203(13) (1985). Work is predominantly intellectual and varied, rather than routine and manual, and involves the constant exercise of discretion and judgment. The training and experience requirements for professional employees typically require that they must have pursued a course of study in a particular field and have acquired advanced knowledge in that field, and their job duties typically require that they be capable of applying this professional expertise in the course of performing their work.

CLASS CODE	CLASS TITLE
1328	Trainer
2033	Technical Support Analyst
2035	Network Technician
2056	Help Desk Support Technician
2111	Programmer
2731	Fine Arts Technician
2814	Fine Arts Specialist
3615	Photographer
3732	Communications and Public Affairs Associate
3757	Media Technician
3783	Publication/Graphics Artist
4245	Student Union Activities Specialist
4264	Student Financial Aid Officer
4274	Enrollment Management Representative
4275	Enrollment Management Officer
4503	Horticulturalist
4601	Broadcast Engineer
4611	Broadcast Specialist
4613	Technical/Research Designer
4691	Facilities Engineer
5033	Field Scientist
5045	Laboratory Researcher
5083	Teaching Laboratory Specialist
5121	Medical Support Technician
5127	Industrial Health and Safety Technician
5518	Health and Human Services Support Assistant
5753	Sign Language Interpreter
6582	Information Technology Services Coordinator
7233	Scientific and Research Technician
8724	Industrial Safety and Health Officer



**APPENDIX B (Continued)**

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, contributions to the AFSCME political action fund (PEOPLE) in the amount of \_\_\_\_\_, and I direct that the sum so deducted be paid over to AFSCME. Such deductions are voluntary and do not represent University support of the objectives or actions of the fund.

This authorization shall continue until either (1) revoked by me at any time upon thirty (30) days written notice to the University Human Resources office, and AFSCME; (2) my transfer or promotion out of an AFSCME 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 deductions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Name - printed

\_\_\_\_\_  
Department

This grievance was received and filed with the University by (CHECK ONE):  
\_\_\_\_ MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); or  
\_\_\_\_ PERSONAL DELIVERY. *Personal Delivery requires signature of recipient.*

Received by \_\_\_\_\_ Date \_\_\_\_\_



FLORIDA STATE UNIVERSITY AFSCME  
**APPENDIX C**  
**GRIEVANCE**

GRIEVANT NAME: \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

STEWARD/AFSCME EMPLOYEE REPRESENTATIVE

NAME: \_\_\_\_\_

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:

(APPENDIX C continued)

III. AUTHORIZATION

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

AFSCME \_\_\_\_\_

Myself \_\_\_\_\_

Other \_\_\_\_\_

I have read and understand Section 5.5A of the current Agreement between the Florida State University 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.

This grievance was received and filed with the University by (CHECK ONE):  
 MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); or  
 PERSONAL DELIVERY. *Personal Delivery requires signature of recipient.*

Received by \_\_\_\_\_ Date \_\_\_\_\_

=====

FLORIDA STATE UNIVERSITY  
AFSCME  
**APPENDIX D**  
**GRIEVANCE**  
**REQUEST FOR REVIEW OF STEP 1 DECISION OR MEDIATION**

**(CHECK ONE)**

I request a review by the Assistant Vice President of Human Resources or designee,  
pursuant to Article 5.3.B.1., or alternatively,  
 I request a mediation conference, pursuant to Article 5.3.B.3.

GRIEVANT NAME: \_\_\_\_\_

DEPT/DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

STEWARD/AFSCME EMPLOYEE REPRESENTATIVE

NAME: \_\_\_\_\_

DEPT/ DIV: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

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

DATE OF STEP 1 DECISION: \_\_\_\_\_

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

**(APPENDIX D continued)**

Provisions of Agreement allegedly violated as specified at Step 1:

I hereby request that the Assistant Vice President of Human Resources or designee review the decision issued at Step 1 or alternatively, I request for a mediation conference, for the following reasons:

REMEDY SOUGHT:

III. AUTHORIZATION

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

- AFSCME \_\_\_\_\_
- Myself \_\_\_\_\_
- Other \_\_\_\_\_

I have read and understand Section 5.5A of the current Agreement between the Florida State University and AFSCME.

\_\_\_\_\_  
Signature of Grievant(s)

\_\_\_\_\_  
Date

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



**(APPENDIX D continued)**

A copy of the following documents must be attached to this Request at the time of its filing with the Assistant Vice President of Human Resources or designee:

1. Appendix C – Original grievance form filed with the University.
2. Step 1 Decision, if issued by the University.
3. All attachments to Step 1 Decision, as required in Section 5.3.

This request should be sent to:

FLORIDA STATE UNIVERSITY  
HUMAN RESOURCES  
6200 University Center A  
Tallahassee, Florida 32306-2410

The Step 2 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.

This grievance was received and filed with the University by (CHECK ONE):  
\_\_\_\_ MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); or  
\_\_\_\_ PERSONAL DELIVERY. *Personal Delivery requires signature of recipient.*

Received by \_\_\_\_\_ Date \_\_\_\_\_

=====

FLORIDA STATE UNIVERSITY  
AFSCME

**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 University dated \_\_\_\_\_ and received by the President of Council 79/Grievant on \_\_\_\_\_ in this grievance of:

NAME: \_\_\_\_\_ FILE NO: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of AFSCME Representative or Grievant(s)

\_\_\_\_\_  
Date

**Appendix E (Continued)**

I hereby authorize AFSCME to proceed to arbitration with my grievance. I also authorize AFSCME and the University 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:

OFFICE OF HUMAN RESOURCES  
FLORIDA STATE UNIVERSITY  
6200 University Center (A)  
Tallahassee, FL 32306-2410

**MEMORANDUM OF AGREEMENT  
BETWEEN  
FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES  
AND AFSCME, Public Employees Council 79**

**December 2017 Winter Break Leave**

**WHEREAS,** Florida State University Board of Trustees (hereinafter FSU) and the Florida Public Employees Council 79, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter AFSCME) are parties to a Collective Bargaining Agreement for the Operational Services Unit, the Administrative and Clerical Unit, and the Other Professional Unit employees, and

**WHEREAS,** The parties are desirous of implementing a winter break leave policy for December 2017.

**NOW, therefore, the Parties hereby agree as follows:**

1. FSU acknowledges the obligation to bargain wages, hours, and terms and conditions of employment pursuant to Chapter 447, F.S.
2. With regard to the December 2017 Winter Break policy, AFSCME agrees to FSU implementing the winter break leave for covered employees as follows:

Friday, December 22, 2017	Winter Break Holiday
Monday, December 25, 2017	University Holiday
Tuesday, December 26, 2017	Winter Break Holiday
Wednesday, December 27, 2017	Winter Break Holiday
Thursday, December 28, 2017	Winter Break Holiday
Friday, December 29, 2017	Winter Break Holiday
Monday, January 1, 2018	University Holiday

The University will be closed from Friday, December 22, 2017, through Monday, January 1, 2018. The Christmas Holiday will be observed on Monday, December 25, 2017, and the New Year's Holiday will be observed on Monday, January 1, 2018. If an employee is required to work on the regular holiday or winter break holiday, they will receive up to eight hours per day of straight-time compensatory leave and/or winter break compensatory leave, respectively. Employees who have a work schedule other than Monday through Friday will earn straight time compensatory leave at an equivalent rate for Saturday, December 23, 2017; Sunday, December 24, 2017; Saturday, December 30, 2017; and Sunday, December 31, 2017. The University will reopen for business on Tuesday, January 2, 2018.

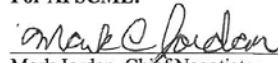
3. This Agreement should not constitute precedent for the resolution of any other disputes between the parties, nor by entering into this Agreement shall AFSCME waive or relinquish any right it may have to enforce its contract or the status quo with respect to any future disputes or controversies.
4. Employees who are considered essential and required to work during winter break will receive winter break compensatory leave to be used before June 30, 2018. Employees will be required to use the time before June 30, 2018, or lose it. Unlike other compensatory leave, there will be no "cash out" except as noted herein.
5. For Central Utility Plant employees with the working title of Plant Supervisor, Senior Plant Operator or Plant Operator who work rotating shifts, if their department head is unable to approve the use of winter break compensatory leave by June 30, 2018, the unused winter break compensatory leave will be paid out at the employee's straight time rate of pay provided that winter break compensatory leave has been used prior to the use of any annual leave.
6. The Parties agree that this winter break and any prior winter breaks will not set a precedent.
7. The Parties agree that the substance of this Memorandum of Agreement is not subject to the grievance procedure and arbitration. Any disputes shall be resolved by consultation.

**For FSU:**

  
Renisha Gibbs, Chief Negotiator

7/11/17  
Date

**For AFSCME:**

  
Mark Jordan, Chief Negotiator

7-11-17  
Date