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

December 2011 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 three Collective Bargaining Agreements for the Operational Services Unit, the Administrative and Clerical Unit, and the Other Professional Unit employees respectively, and

WHEREAS, The parties are desirous of implementing a winter break leave policy for December 2011.

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 2011 Winter Break policy, AFSCME agrees to FSU implementing the winter break leave for covered employees as follows:

   December 26, 2011  Regular Holiday
   December 27, 2011  Winter Break Holiday
   December 28, 2011  Winter Break Holiday
   December 29, 2011  Winter Break Holiday
   December 30, 2011  Winter Break Holiday
   January 2, 2012    Regular Holiday

The University will be closed from Monday, December 26, 2011, through Monday, January 2, 2012. The Christmas Holiday will be observed on Monday, December 26, 2011, and the New Year's Holiday will be observed on Monday, January 2, 2012. If an employee is required to work on these days, they will receive up to eight hours of special compensatory leave per day for working on these regular holidays. Employees who have a work schedule other than Monday through Friday will be allowed winter break holiday leave on Saturday, December 24, 2011, Sunday, December 25, 2011, Saturday, December 31, 2011, and/or Sunday, January 1, 2012, so that they receive an equal amount of holiday leave during the above winter break. The University will reopen for business on Tuesday, January 3, 2012.

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, 2012. Employees will be required to use the time before June 30, 2012, or lose it. Unlike other compensatory leave, there will be no “cash out” except as noted herein.

For FSU:

Renisha Gibbs, Chief Negotiator

9/19/11

Date

For AFSCME:

Theodore Pye, Sr., Chief Negotiator

9/19/11

Date
5. For Central Utility Plant employees with the working title of Senior HVAC Operator or HVAC Operator who work rotating shifts, if their department head is unable to approve the use of winter break compensatory leave by June 30, 2012, 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

Date 9/19/11

For AFSCME:

Theodore Pye, Sr., Chief Negotiator

Date 9-19-11