2014-2015
Supplemental Agreement to the

2013-2016 Collective Bargaining Agreement

between

Florida State University

and

The United Faculty of Florida
Article 8

APPOINTMENT

8.6 Fixed-term Multi-Year Appointments. A fixed-term multi-year appointment (MYA) is an appointment of contingent duration, consisting of an initial multi-year fixed-term that is extendible as described below in Section 8.6(a).

(f) Faculty members on MYAs funded through contracts and grants may have their appointments curtailed should funding become unavailable in the contract or grant from which the faculty member's salary is funded. The early curtailment shall be effective on the same date that the funding ceases on the contract or grant. In cases where the granting agency reduces or redirects funding, funding is reduced or redirected, early curtailment of the MYA shall not occur prior to the date funding is reduced or redirected. Early curtailment of the MYA, but shall be effective once only after decisions have been made as to how to accommodate for accommodating the changes in the contract or grant changes. In instances where contract and grant curtailed funding becomes available again, or increases, discretion will be given to the principal investigator or other administrator with authority over the new funding source to reinstate the faculty member with the same rank and MYA that he or she held prior to the early curtailment. In instances where curtailed funding becomes available again and is not otherwise redirected, the faculty member shall be reinstated at the same position classification she or he held at the time of the curtailment, so long as of no more than one year has not elapsed since the curtailment of the faculty member's previous MYA. However, in instances where funding becomes available again and the faculty member is referenced by name and title in the proposal budget of the new/renewed contract or grant and the title is one that normally carries an MYA, the faculty member will always be granted an MYA in that rank, regardless of the time interval since the curtailment of the previous MYA.

In the case that an early curtailment of an MYA is due to related funding changes by a granting agency, the department/university and the faculty member may agree in writing to provide "bridge" funding from a temporary supplemental alternative funding source for a specified amount of time. This agreement, however, between the university and the faculty member, shall be in writing and shall not grant rights to the continued funding from the temporary supplemental funding source, absent an express written agreement between the department and the faculty member beyond the specified amount of time.

Approved: [Signature]
For the Florida State University Board of Trustees

Date: 05/14/14

Approved: [Signature]
For the United Faculty of Florida

Date: 5/14/2014
Article 10

PERFORMANCE EVALUATIONS

10.4 Merit Evaluations.
(a) The determination of meritorious performance for the distribution of funds
allocated for merit-based salary increases pursuant to Article 23 shall be according to
each department/unit’s faculty evaluation criteria and procedures developed pursuant to
this section, which must be consistent with the criteria for faculty evaluation specified
elsewhere in this Article. All faculty members will be reviewed for merit.

(b) These criteria and procedures may include any refinements of the methods for the
distribution of salary increase funds that are permitted by Article 23 and are based on the
annual performance evaluation.

(c) Merit distribution criteria must:
   (1) Define meritorious performance as “performance that meets or
       exceeds the expectations for the position classification and department/unit.”
   (2) May permit, but not mandate, a merit pay award for all members of the
department/unit.
   (3) Must establish distinctive levels of merit reflecting the differences in
       performance.
Article 23

SALARIES

23.1 Policy.
(a) The Board and the UFF agree that salary is an important positive factor in the recruitment and retention of strong researchers and teachers, and that a salary increase can be a powerful positive incentive for meritorious performance.

(b) Merit-based salary increases and bonuses are based on the duties assigned pursuant to Article 9 and the faculty evaluation criteria and procedures established by departments/units pursuant to Article 10.

(c) The President shall, in his or her annual budget request, request the Board of Governors to seek from the Florida Legislature recurring funds to be allocated toward meritorious performance, correcting market inequities within the faculty, and raising average FSU faculty salaries to the national average for top 25 public research universities with very high research activity as reflected in the most recent Oklahoma State University survey and similar sources as appropriate. The distribution of any salary increase funds obtained by the University shall be collectively bargained by the BOT and UFF.

23.2 Categories of Salary Increases.
(a) Increases to faculty salaries may be awarded in the following categories:
   (1) Promotion increases, pursuant to Section 23.3;
   (2) Sustained Performance Increases, pursuant to 23.4;
   (3) Merit Salary increases/bonuses, pursuant to Section 23.5;
   (4) Market equity increases, pursuant to Section 23.6;
   (5) Awards, pursuant to Section 23.7;
   (6) Legislative increases/bonuses, pursuant to Section 23.8;
   (7) Administrative discretionary increases, pursuant to Section 23.9;
   (8) Other payments, pursuant to Section 23.10.

(b) Faculty base salaries shall only be modified as provided in this Article and for changes between 9- and 12-month appointments as provided in Article 8.5(a).

23.3 Promotion.
(a) For fiscal year 2013-2014 promotion increases will be 12% granted pursuant to Article 14 in the amount of twelve percent (12%) added to the base salary in recognition of promotion to the ranks of Associate in ____, Associate Professor, Associate Curator, Associate Scholar/Scientist/Engineer, and Associate University Librarian in the amount of fifteen percent (15%) added to the base salary in recognition of promotion to the one of the ranks of Professor, Curator, Scholar/Scientist/Engineer, Research

Signature: Susannah Miller
Date: 08/27/14
Title: Chief Negotiator

Signature: Irene Padavic
Date: 8/27/14
Title: Co-Chief Negotiator

Signature: Scott Hanns
Date: 8/27/2014
Title: Co-Chief Negotiator

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Associate or University Librarian. Promotional increases were implemented on August 8, 2013.

(b) For fiscal year 2014-2015 promotion increases will be granted pursuant to Article 14 in the amount of twelve percent (12%) added to the base salary in recognition of promotion to the ranks of Associate Professor, Associate Curator, Teaching Faculty II, Teaching Support Faculty Instructional Specialist II, Research Faculty II, Associate in Research, and Associate University Librarian and in the amount of fifteen percent (15%) added to the base salary in recognition of promotion to the one of the ranks of Professor, Curator, Teaching Faculty III, Teaching Support Faculty Instructional Specialist III, Research Faculty III, Senior Research Associate or University Librarian. Promotional increases were shall be implemented with an effective date on August 8, 2014.

23.4. Sustained Performance Increases.

(a) Sustained performance increases are designed to recognize the high quality performance of eligible senior faculty who have continued to contribute substantially to the University in their assigned areas of teaching, scholarship/creative activity, and service.

(b) For fiscal year 2013-2014, full professors and eminent scholars who have been in rank for seven years and who have been rated as “Satisfactory” on their most recent sustained performance evaluation conducted in accordance with Article 10.8 shall receive a 3% increase to base salary. Those faculty members who have received an SPI are not eligible for another SPI until they receive their next satisfactory sustained performance evaluation. Full professors who received an SPP award in fiscal year 2010-2011 are not eligible for a sustained performance increase during the 2013-2014 fiscal year. Full professors and eminent scholars who have not received a sustained performance evaluation within the past seven years must receive one, pursuant to Article 10.8, in order to be eligible for a sustained performance increase. Sustained performance increases shall be implemented with an effective date of August 8, 2013.

(c) For fiscal year 2014-2015:

(1) Full professors and eminent scholars who have been working at FSU for seven years after their promotion to top rank and who have been rated above “Official Concern” on their most recent sustained performance evaluation conducted in accordance with Article 10.8 shall receive a 63% increase to base salary. Full professors who received an SPP award in fiscal year 2010-2011 or Full professors who received an SPI award in fiscal year 2012-2013 or 2013-2014 are not eligible for a sustained performance increase during the 2014-2015 fiscal year. Faculty members who have not received a sustained performance evaluation within the past seven years must receive one, pursuant to Article 10.8, in order to be eligible for a sustained performance increase.
Sustained performance increases shall be implemented with an effective date of August 8, 2014.

(d) For fiscal year 2014-2015, Research Faculty III, Teaching Faculty III, Senior Research Associate, Teaching Support Faculty III, University Librarians, and Curators who have been working at FSU for seven years or more after their promotion to top rank or equivalent and who have received above “Official Concern” rating in each of the previous seven years annual evaluations shall receive a 3% increase to base salary. Faculty members who have not received a performance evaluation for the most recent of the past seven years must receive one in order to be eligible for a sustained performance increase. Sustained performance increases shall be implemented with an effective date of August 8, 2014.

23.5. Merit Salary Increases / Bonuses. For fiscal year 2013-2014, the amount allocated for recurring merit salary increases shall be 1.7% distributed as outlined below. For fiscal year 2014-2015, the amount allocated for recurring merit salary increases shall be 4.25% distributed as outlined below.

(a) Eligibility.
   (1) Nine-month faculty members must have been employed by the University in a salaried position on or before May 67, 2013-2014 and be in active payroll status on August 8, 20132014, in order to be eligible.
   (2) Twelve-month faculty members must have been employed by the University on or before June 30, 2013-2014 and be in active payroll status on August 8, 20132014, in order to be eligible.

(b) Performance Increases.
   (1) For fiscal year 2013-2014, in recognition of their high level of performance, eligible faculty members will receive a recurring 1.1% performance-based pay increase. These increases will be considered implemented on October 1, 2013. These amounts shall be prorated for part-time faculty members.
   (2) Faculty members must have received an overall annual evaluation of “satisfactory” for calendar year 2012 performance in order to be eligible.
   (3) For fiscal year 2014-2015, in recognition of their high level of performance, eligible faculty members will receive a recurring $1500 performance-based pay increase. These increases shall be implemented on October 17, 2014. These amounts shall be prorated for part-time faculty members.
   (4) Faculty members must have received an overall annual evaluation of at least “meets FSU’s high expectations” for calendar year 2013 performance in order to be eligible.

(c) Performance Bonuses.
   (1) For fiscal year 2014-2015, eligible faculty members will receive a one-time
performance bonus. These bonuses will be reflected in the faculty member's December 12, 2014 paycheck. These amounts shall be prorated for part-time faculty members.

(2) The amount of the performance bonuses will be determined by calculating the difference in F&G funded salaries between the dates of August 8, 2014, and the effective date of the Performance Increases outlined in Section 23.5(b), and shall be equally distributed in lump sum bonuses among eligible faculty members, regardless of funding source.

(c) Departmental Merit.

(1) For fiscal year 2013-2014, the amount allocated for recurring departmental merit increases shall be a total of one-half of one percent (0.5%) of the in-unit salary base, to be distributed based on the Spring 2013 Annual Merit Evaluation and in compliance with the provisions below. Departmental merit increases will be implemented on October 25, 2013.

a. The distribution of departmental merit shall be made in accordance with the Department/Unit Faculty Evaluation Criteria and Procedures developed pursuant to Article 10.4 (Merit Evaluations).

b. All department plans and lists are subject to approval by the appropriate dean and the provost, who have the authority to reject plans that do not comply with Article 10.4.

(2) For Fiscal Year 2014-2015, the amount allocated for recurring departmental merit increases shall be a total of three-fourths of one and fifty-five hundredths percent (3.751,55%) of the in-unit salary base, to be distributed based on the Spring 2014 department/unit Annual Merit Evaluation and in compliance with the provisions below. Departmental merit increases shall be implemented on November 7, 2014.

a. Eligibility.

i. Nine-month faculty members must be employed by the University in a salaried position on or before May 67, 2014 and be in active payroll status on August 78, 2014, in order to be eligible.

ii. Twelve-month faculty members must be employed by the University on or before June 30, 2014 and be in active payroll status on August 78, 2014, in order to be eligible.

iii. The determination regarding eligibility for departmental merit shall be made in accordance with the Department/Unit Faculty Evaluation Criteria and Procedures developed pursuant to Article 10.4 (Merit Evaluations).

iv. All department plans and lists are subject to approval by the appropriate dean and the provost, who have the authority to reject plans that do not comply with Article 10.4.

(d) Deans’ Merit.

(1) For fiscal year 2013-2014, the amount allocated for recurring dean’s merit increases shall be a total of 0.1% of the in-unit salary base and will be implemented
on October 25, 2013.

a. The deans shall distribute these increases to in-unit faculty members to recognize meritorious performance (including differential departmental performance) to department chairs, faculty members who report directly to deans, and other faculty members.

(2) For fiscal year 2014-2015, the amount allocated for recurring dean’s merit increases shall be a total of 0.575.2% of the in-unit salary base and will be implemented on November 7, 2014.

a. The deans shall distribute these increases to in-unit faculty members to recognize meritorious performance (including differential departmental performance) to department chairs, faculty members who report directly to deans, and other faculty members.

(e) Deans’ Merit Bonus. For fiscal year 2013-2014, non-recurring merit bonuses shall be awarded proportionately in each department/unit in the amount of $600 to 35% of in-unit faculty in each department/unit in June 2014. The determination of the recipients will be made by deans/directors, and will take into account department/unit merit ratings from Spring 2013.

23.6. Market Equity. Not applicable. For Fiscal Year 2014-2015, the university shall commit .50% of the total faculty base salary towards correcting inversion, compression, and market equity. During this academic year, the university shall apply current salary data to the 2007 Report of the Joint Study Group, “Market Equity and FSU Faculty Salaries” to updated values. These funds shall be distributed with an effective date that takes place after the conclusion of the update of the 2007 “Market Equity and FSU Faculty Salaries” report and a distribution method has been determined and agreed upon by the parties.

23.7. Awards.

(a) The Board may provide stipends in supplement of base salary and one-time bonuses for the following awards:

(1) University Teaching Awards;
(2) University Advising Awards;
(3) Robert O. Lawton Distinguished Professor;
(4) Developing Scholar Awards;
(5) Distinguished Research Professor;
(6) Graduate Faculty Mentor Awards;
(7) Superior Liberal Studies Honors Teaching Awards;
(8) Foundation Awards for Faculty Recognition;
(9) Distinguished University Scholar Awards;
(10) Honors Thesis Mentor Awards;
(11) Post-doc Faculty Mentor Awards;
(12) Compensation may be provided with newly established awards, subject to
collective bargaining.

(b) At the end of each academic year, the Board shall provide the UFF with a complete list, in a mutually agreeable electronic format, of all awards made under this section during the previous twelve (12) month period. For each such increase, the list shall provide the name and classification/rank of the individual receiving the award, the nature of the award (stipend or one-time bonus), the name of the award, and the amount of the award.

(c) Each year, at the same time as the Board provides the list described in (b) above, the Board shall provide the UFF with copies of the selection criteria and procedures for all awards named in said list.

23.8 Legislative Increases/Bonuses.

(a) Competitive pay adjustments fiscal year 2013-2014. Legislation providing for recurring increases of $1000 for faculty members paid more than $40,000 annual salary rate as of September 30, 2013 and recurring increases of $1400 for faculty members paid $40,000 or less annual salary rate as of September 30, 2013 will be implemented on October 1, 2013. The amounts shall be prorated for part-time faculty members.

(b) Merit Bonuses for Fiscal year 2013-2014 will be distributed in accordance with 23.5(e) Deans’ Merit Bonus.

(c) If the Legislature appropriates any funds for salary increases or bonuses, the disposition of those funds shall be subject to negotiation between the BOT and the UFF.

23.9 Administrative Discretionary Increases.

(a) For fiscal years 2013-2014 and 2014-2015, the University may provide salary increases beyond the increases specified above under this section not to exceed one percent (1%) of the total salary rate of faculty members who are in an employment relationship with the University on the first day of May immediately preceding the beginning of the fiscal year for the circumstances listed in 23.9:

(b) For fiscal year 2014-2015, the University may provide salary increases beyond the increases specified above under this section not to exceed one percent (0.5%) of the total salary rate of faculty members who are in an employment relationship with the University on the first day of May immediately preceding the beginning of the fiscal year for the circumstances listed in 23.9:

(1) Counter-offers made in response to verified written offers from comparable or aspirational educational and research institutions.

(2) Endowed/named chairs at the time they are awarded.

(3) Extraordinary accomplishments recognized by the national or international academic or professional community or recognition internal to the University, that are substantially beyond the minimum performance criteria for the top departmental merit category as approved by the faculty according to Article 10.
(4) Equity adjustments to correct salary inversions and compression relative to rank and history of annual performance evaluations. For tenured or tenure-earning faculty members, equity adjustments shall follow the principles set forth in the Market Equity and FSU Faculty Salaries Report of the Joint Study Group, dated January 24, 2007, and, for all faculty members, will be based on written criteria and procedures published by the dean of each college/unit and provided to the UFF Chapter at least 45 days before implementation.

(5) Increased duties and responsibilities. A salary increase may be awarded to a faculty member for a substantial increase in duties or responsibilities, such as service as a department chair or an analogous responsibility.

(6) Recognition for Distinguished Faculty. This category is designated to recognize exceptional performance of faculty members. The University may provide salary increases to faculty members for extraordinary performance. For faculty members in tenured or tenure-seeking positions, the University may assign the title of “Assistant/Associate Professor with Distinction” or “Distinguished Professor” to the recipients of these increases. For faculty members in “Specialized Faculty” positions, the University may assign the words “With Distinction” after the title that they currently hold.

(7) Notice shall be given of any discretionary increases that are approved by the administration but fall outside of the categories listed above or are to be effective after June 30, 2015. The UFF will have 15 days from the date of receipt to object to the increase. If an objection is made, the increase shall not be implemented.

(b) Within thirty (30) days after the effective date, or as soon as practicable, the University shall provide to the UFF a written notification of each Administrative Discretionary Increase. The notification shall state the name of the faculty member, the rank and discipline of the faculty member, the amount of the increase and the reason for the increase. The report shall include the following supporting evidence:

(1) For counter-offers, a copy of the verified written offer.

(2) For endowed/named chairs, a copy of the criteria and procedures for the award of the chair.

(3) For extraordinary accomplishments, an explanation of how the accomplishments exceed the minimum criteria for the top merit category of the department/unit; or in instances where the extraordinary accomplishment is an external award or similar, the specific external award or alternative criteria which is considered “prestigious” or “highly prestigious.”

(4) For equity adjustments, the salaries and history of annual accomplishments of the group(s) relative to which the inequity is to be corrected.

(5) For increased duties and responsibilities, the signed annual Assignments of Responsibilities for the year preceding the change and the new one reflecting the increased duties and responsibilities.

(6) For recognition of distinction, the specific external award or alternative criteria which justifies the designation of “Distinguished” or “with Distinction.”

Susannah Miller  
Chief Negotiator  
FSU - BOT  
Date

Irene Padavic  
Co-Chief Negotiator  
UFF – FSU Chapter  
Date

Scott Hannahs  
Co-Chief Negotiator  
UFF – FSU Chapter  
Date
(c) Any court-ordered or court-approved salary increase or any salary increase to settle a legitimate broad-based employment dispute shall not be subject to the terms and limitations of this section.

(d) With the exception of section 23.9(a)(7), the discretion to grant all other salary increases authorized by this section shall cease on June 30, 2015, and shall not survive such expiration as part of the status quo.

(e) All documents provided to the UFF under section 23.9 shall be in electronic format and delivered to two representatives designated by the UFF.

23.10 Other Payments. Not applicable.

23.11 Report to Faculty Members. All faculty members shall receive notice of their salary increase on the Appendix G form or by an amended employment contract within two weeks of the effective date or as soon thereafter as practicable. Faculty members may review their pay histories by accessing the myFSU portal, opening the “Human Resources” link, and then opening the “Compensation History” link.

23.12 Report to the UFF.

(a) No later than fifteen (15) days after a pay period in which a salary increase (including increases to base rate, awards, and bonuses) is reflected, the Board shall report to the UFF in a mutually agreed electronic format a list of all faculty salary increases reflected in that pay period.

(b) The report shall be formatted in easily readable columns and shall include:

(1) the name of each faculty member;
(2) the name of the department/unit;
(3) the rank of the faculty member;
(4) the date of promotion or appointment of the faculty member to the rank;
(5) the faculty member’s previous year’s salary rate;
(6) the amount received in each salary increase category during the previous twelve months, according to categorization of salary increases identified in this agreement;
(7) the faculty member’s new salary rate.

(c) A printed copy of each department’s portion of the report shall be placed on file in the department, available upon request to any faculty member of the department, as well as in the main library, along with the documents prescribed in Article 7.

23.13 Contract and Grant-Funded Increases.

(a) Faculty members on contracts or grants shall receive salary increases equivalent to similar faculty members on regular funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant.
(b) Nothing contained herein shall prevent faculty members whose salaries are
funded by grant agencies from being allotted raises higher than those provided to other
faculty members under this Agreement, subject to the approval of the University
President or designee. For example, market equity adjustments pursuant to 23.9(a)(4)
may be awarded to employees funded by grants.

23.14 Grievability. Unless provided for otherwise in this Article, the only issues to be
addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are
whether there is unlawful discrimination under Article 6, or whether there is incorrect
application of the provisions of one or more sections of this Article. No grievance may be
brought disputing an administrator’s or an advisory committee’s evaluative judgment of a
faculty member’s merit.

23.15 Upon request the BOT will offer assistance to faculty members who wish to
reserve salary dollars earned for time periods when they do not have an appointment with
the university by providing the appropriate calculation for deductions to the faculty
member as well as guidance on establishing personal direct deposits via the payroll
system.

23.16 Any waiver of some or all of the right to bargain over the salaries or other
compensation of bargaining unit employees contained in this Article, excluding
administrative discretionary increases pursuant to Section 23.9(a)(7), shall expire on June
30, 2015.

Susannah Miller
Chief Negotiator
FSU - BOT
08/31/14
Date

Irene Padavic
Co-Chief Negotiator
UFF - FSU Chapter
6/27/14
Date

Scott Hannahs
Co-Chief Negotiator
UFF - FSU Chapter
6/27/2014
Date
Article 30

AMENDMENT AND DURATION

30.1 Effective Date. The Agreement shall become effective on the date it is ratified by both parties and remain in effect through June 30, 2016.

(a) Renegotiations for the agreement term July 1, 2014 through June 30, 2015 shall begin no later than May 21, 2014, and shall include Articles 23 and 30 and up to two additional articles to be chosen by each party.

(b) The parties may agree to include other subjects in their renegotiations.

30.2 Amendments. In the event the Board and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

30.3 Notice. Either party may reopen articles in accordance with Section 30.1 by providing written notice by April 1st of the contract year. Notices hereunder shall be provided in writing and shall be addressed to the President of the FSU Chapter of the United Faculty of Florida and to the Board of Trustees of the Florida State University at the Human Resource Office.

30.4 Negotiations for the agreement term July 1, 2016 through June 30, 2019 shall begin no later than May 15, 2016.

(a) Parties shall inform the other party in writing by April 15, 2016 of any articles to be negotiated.

(b) Any article not listed shall be maintained unchanged in the new agreement.

(c) Any article may be opened for negotiation at a later date by mutual agreement of the parties.
MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND
THE UNITED FACULTY OF FLORIDA – FACULTY UNIT

Domestic Partner Stipend

WHEREAS, The Florida State University Board of Trustees (hereinafter “Board”) and the United Faculty of Florida (hereinafter “UFF”) acknowledge that Florida State University (hereinafter “FSU”) does not currently offer any state-funded benefits to domestic partners of FSU employees;

WHEREAS, the Board and the UFF acknowledge that benefits offered to FSU faculty and staff are administered through the State of Florida and domestic partners are not eligible for benefits through the State of Florida;

WHEREAS, the Board and the UFF acknowledge that Florida Statute does not allow state or agency funds to be used for the cost of any part of insurance premiums that are not part of the state plan; and

WHEREAS, the Board and the UFF agree that it would be in the interest of FSU to continue offering non-state funded compensation to all eligible employees for coverage of their domestic partners for reimbursement of health insurance premiums;

NOW, THEREFORE, the Board and the UFF agree to the following:

1. The terms in the attached FSU policy entitled The Florida State University Domestic Partnership Health Insurance Stipend Program Policy shall be effective and represent the domestic partner benefits provided by FSU.

2. This memorandum of understanding shall be in effect until June 30, 2015. At that time, utilization rates and program costs during the time period in which this memorandum is in effect will be assessed. Also, at that time, this benefit will not be available to new participants until the parties reach agreement on new terms through the collective bargaining process.

For the Board: For the UFF:

Susannah Miller Irene Padavic Scott Hannahs

08/27/14 Date 8-27-14 Date 8/27/2014 Date
4-OP-C-7-K DOMESTIC PARTNER BENEFITS
POLICY

Responsible Division: Finance and Administration
Approving Official: Eric Barron
Effective Date: January 1, 2014

SPECIFIC AUTHORITY
Office of the President

I. INTRODUCTION
Florida State University (FSU) has authorized a new program to assist eligible university employees in a domestic partner relationship with paying for health insurance. This program will be effective January 1, 2014.

II. POLICY
FSU employees who meet the eligibility requirements may participate in the Domestic Partner Health Insurance Stipend (DPHIS) Program to assist in defraying the cost of health insurance for a domestic partner. For the purposes of this program, a domestic partner is defined as an individual who shares a committed, mutually dependent relationship with an FSU employee in a benefits-eligible position. FSU will provide eligible employees the lesser of: (1) a percentage of the University’s contribution for individual coverage in the plan, or (2) the actual cost of the domestic partner’s own insurance coverage. The stipend amount may be adjusted at the sole discretion of the University based on availability of program funding. The stipend will be paid to participating eligible FSU employees on a quarterly basis in arrears. FSU will provide 30 days public notice if this program is terminated, unless state or federal law causes such termination. The University understands that, in some instances, the domestic partner of benefits-eligible FSU employees may not have access to health benefits. The purpose of the Domestic Partnership Health Insurance Stipend Program is to assist domestic partners who would otherwise not have access to health benefits to obtain health insurance by defraying a portion of these costs.

A. Eligibility
For the purposes of this program, a domestic partner is defined as an individual who shares a committed, mutually dependent domestic partner relationship with an FSU employee in a benefits-eligible position.

In order to be eligible for the domestic partnership health insurance stipend, the FSU employee must be in an established benefits eligible position, have individual or family health insurance coverage with FSU, and the employee and domestic partner must jointly complete a DPHIS Application form and attest that:

1. They are each other’s sole Domestic Partner, have been each other’s Domestic Partner for a period of time and intend to remain so.

2. They are emotionally committed to one another and share joint responsibilities for their common welfare.

3. They are at least 18 years of age and are mentally competent to consent to a contract.

4. They are not related by blood closer than would bar marriage in the State of Florida.

5. They are not legally married to anyone else.

6. The non-employee domestic partner is not employed or retired from employment or, if employed or retired, does not have access to any health benefits or is not available through his or her current or previous employer or the employer from which the individual retired.

7. Health insurance coverage is in effect for the domestic partner and coverage has been maintained during any period for which the domestic health insurance stipend is paid.

8. They have registered with the Leon County Domestic Partner Registry or shall provide documentation evidencing a similar designation relating to legal rights for health care decisions such as a properly executed living will, health care surrogate or medical power of attorney.

B. Required Documentation
The eligible FSU employee must submit documentation (such as an employer-provided handbook, benefits booklet or other documents) showing the employee’s domestic partner, if employed, is not provided health coverage or is not eligible for coverage by the available plan provided by his or her employer as attested on the DPHIS Application Form. In addition, proof of the domestic partner’s purchased health insurance coverage and premium payment must be sent to Human Resources-Benefits on a semi-annual basis by September 15 and March 15 of each year.

In addition, the following documentation must be submitted to support the domestic partner relationship for purposes of the DPHIS Program:

1. DPHIS Application Form;

2. Leon County Domestic Partnership Registration Affidavit and Leon County Domestic Partnership Certificate of Registration; or documentation evidencing a similar designation relating to legal rights for health care decisions such as a properly executed living will, health care surrogate or medical power of attorney.

3. Documentation showing the domestic partner is not currently provided health coverage from his/her employer or is not employed.

C. Recordkeeping
At FSU, benefit elections are treated with a high degree of sensitivity. Information about employee participation in the DPHIS Program will be subject to and maintained according to the same internal processes and protocols for all sensitive employee information. However, as with most information contained in employee personnel files, certain information may be accessible under Florida public records law.
MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND
THE UNITED FACULTY OF FLORIDA - FACULTY UNIT

Winter Break Leave

WHEREAS, The Florida State University Board of Trustees (hereinafter FSU-BOT) and the United Faculty of Florida (hereinafter UFF) for the Faculty Unit are desirous of implementing a winter break leave policy for December 2014;

NOW, THEREFORE, it is understood and agreed, as follows:

1. FSU-BOT acknowledges the obligation to bargain wages, hours, and other terms and conditions of employment pursuant to Chapter 447, Florida Statutes.

2. With regard to the December 2014 Winter Break policy, the UFF agrees to FSU-BOT implementing the winter break for in-unit faculty members as follows:

   December 25, 2014   Regular Holiday
   December 26, 2014   Winter Break Holiday
   December 29, 2014   Winter Break Holiday
   December 30, 2014   Winter Break Holiday
   December 31, 2014   Winter Break Holiday
   January 1, 2015     Regular Holiday
   January 2, 2015     Winter Break Holiday

3. Winter Break holidays are paid holidays. As soon as possible, faculty members shall be notified of these dates.

4. A primary goal for Winter Break is to optimize our utility management. It is the intent of the University to close down all facilities to the extent possible. Faculty should contact their supervisors, if necessary, regarding access to University facilities and resources required for their critical work and research during this time period. The University will work with faculty members to provide reasonable facilities accommodations in support of their critical work and research while balancing the University’s need for utility management.

5. This agreement regarding the December 2014 Winter Break policy, or any prior winter break policy, shall not constitute a precedent with respect to any future break leaves or for the resolution of any other disputes between the parties, nor by entering into this agreement shall the UFF waive or relinquish any right it may have to enforce its contract with respect to any future disputes.

Approved: 
Susannah C. Miller
For the Florida State University
Board of Trustees
Date: 07/30/14

Approved: 
Irene Padavic
Scott Hannahs
For the United Faculty of Florida
Date: 7-30-14 8/27/14
IN WITNESS THEREOF, the parties have set their signatures this 11th day of September, 2014.

FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

[Signature]
Garnett Stokes
Interim President,
Florida State University

[Signature]
Susannah Miller
Chief Negotiator

UNITED FACULTY OF FLORIDA

[Signature]
Jennifer Proffitt
President.
United Faculty of Florida - FSU Chapter

[Signature]
Irene Padavic
Co-Chief Negotiator

[Signature]
Scott Hannahs
Co-Chief Negotiator

[Signature]
Ed Mitchell
Executive Director.
United Faculty of Florida

Anne Blankenship
Kyle Clark
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Renisha Gibbs
Lynn Hogan
Janet Kistner
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Olivia Pope
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