2011 - 2014 Collective Bargaining Agreement

between

The Florida State University

and

Florida Public Employees Council 79
American Federation of State, County, and Municipal Employees (AFSCME)
AFL-CIO
Operational Services, Administrative and Clerical, and Other Professional Units

Approved for the Florida State University

\[\text{Signature}\]
Eric J. Barron
President, Florida State University

\[12-21-12\]
Date
2012-2013 Supplement to

2011 - 2014 Collective Bargaining Agreement

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Florida Public Employees Council 79
American Federation of State, County, and Municipal Employees (AFSCME)
AFL-CIO
Operational Services, Administrative and Clerical, and Other Professional Units
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.

[Signatures]

Renisha Gibbs  
Date

T.A.  

Alma Gonzalez  
Date
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 Police Technician, Police Technician Manager, Security Guard, and Sr. Security Guard classifications, which shall not exceed eight-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, 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.

Renisha Gibbs
(01) 10/10
Date

T.A.

Alma Gonzales
(07) 10/12
Date
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 20
WAGES

20.1 The University and AFSCME agree that any general salary increases that the Florida Legislature includes for University employees and any University pay adjustments in Fiscal Year 2011-2012, 2012-2013 will be implemented for bargaining unit employees for Fiscal Year 2011-2012/2012-2013.

20.2 If funds are available, the University may award merit or market adjustments to individual employees. Consideration for such adjustments will include based on established University criteria the following objective eligibility criteria:
   A. An "eligible" employee's performance must be at least "Above Performance Standards," as evidenced by his or her most recent performance evaluation;
   B. An "eligible" employee shall not have received any official disciplinary action in the past year, nor be on a Performance Improvement Plan (PIP), and
   C. An "eligible" employee must have attained regular status in the University system.

20.3 If funds are available, the University may award non-recurring bonuses to individual and/or all bargaining unit employees. Consideration for such bonuses will include the following objective eligibility criteria:
   A. An "eligible" employee's performance must be at least "Above Performance Standards," as evidenced by his or her most recent performance evaluation;
   B. An "eligible" employee shall not have received any official disciplinary action in the past year, nor be on a Performance Improvement Plan (PIP), and
   C. An "eligible" employee must have attained regular status in the University system.

20.4 Complaints with respect to the distribution of salary increases or additives under this Article shall be grievable, but only to Step 1.

[Signatures]
Renisha Gibbs
Date 10/10/12

T.A.
Agma Gonzalez
Date 10/10/12
MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND AFSCME, Public Employees Council 79

December 2012 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 2012.

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 2012 Winter Break policy, AFSCME agrees to FSU implementing the winter break leave for covered employees as follows:

   Monday, December 24, 2012         Winter Break Holiday
   Tuesday, December 25, 2012        Regular Holiday
   Wednesday, December 26, 2012      Winter Break Holiday
   Thursday, December 27, 2012       Winter Break Holiday
   Friday, December 28, 2012         Winter Break Holiday
   Monday, December 31, 2012         Winter Break Holiday
   Tuesday, January 1, 2013          Regular Holiday

The University will be closed from Monday, December 24, 2012, through Tuesday, January 1, 2013. The Christmas Holiday will be observed on Tuesday, December 25, 2012, and the New Year’s Holiday will be observed on Tuesday, January 1, 2013. 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 winter break holiday leave at an equivalent rate for Saturday, December 22, 2012; Sunday, December 23, 2012; December 29, 2012; and/or Sunday, December 30, 2012. The University will reopen for business on Wednesday, January 2, 2013.

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, 2013. Employees will be required to use the time before June 30, 2013, or lose it. Unlike other compensatory leave, there will be no “cash out” except as noted herein.

For FSU:

[Signature]

Renisha Gibbs, Chief Negotiator

[Date]

For AFSCME:

[Signature]

Alma Gonzalez, Chief Negotiator

[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, 2013, 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

10/11/12

Date

For AFSCME:

Alma Gonzalez, Chief Negotiator

Doug Martin

10/10/12

Date