
2022 - 2023 Supplemental Agreement to

Collective Bargaining Agreement

between

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 Florida State University



**Richard McCullough
President, Florida State University**

8/18/22

Date

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.

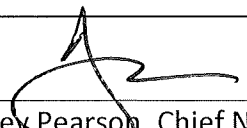
1.2 Exclusions. This Agreement specifically excludes persons in positions designated with managerial, confidential, temporary or emergency status, and all persons paid from Other Personal Services (OPS) funds.

1.3 Positions or Classes -- Unit Designation.

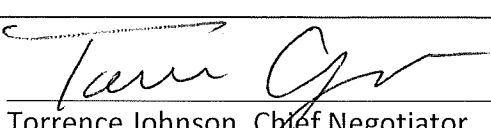
A. When a position is included in the bargaining unit, and the University determines the position should be excluded from the unit due to its managerial or confidential status, the University shall notify the AFSCME local union president of such determination. AFSCME shall notify the University, in writing, 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.

T.A.


Tracey Pearson, Chief Negotiator

7/21/22
Date


Torrence Johnson, Chief Negotiator

7/21/22
Date

ARTICLE 20 WAGES

20.1 For Fiscal Year 2022 - 2023, the University will implement a salary increase as follows:

A. Each eligible in-unit employee, as defined herein, shall receive a 35% salary increase to the employee's June 30, 2022, base rate of pay, effective September 462, 2022, or within two pay periods of ratification, whichever is later. Each eligible part-time employee shall receive a salary increase prorated based on the full-time equivalency of their position.

B. "Eligible employee" refers to an employee who, at a minimum, has received an overall "Satisfactory" performance evaluation rating, or, if no evaluation has been done, is meeting their required performance standards. If an ineligible employee achieves performance standards subsequent to the salary increase date, but on or before June 30, 2023, the employee shall receive the salary increase. The increase will become effective the next pay period after the employee becomes eligible, but not retroactively.

C. To receive the salary increase, an eligible employee must be employed on or before January 3, 2022, and must be in active payroll status on September 451, 2022.

D. An employee not in active payroll status on September 451, 2022, but who returns to pay status before June 30, 2023, will receive the increase at that time, as long as they meet all eligibility requirements outlined above.


E. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund will receive the salary increase 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 implement a minimum wage pay adjustment to bring each in-unit employee's annualized salary to a minimum of \$31,320.00, effective September 3016, 2022. The pay adjustment will be based on the employee's base rate of pay as of September 2915, 2022.

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.

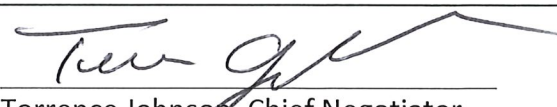
20.5 Complaints with respect to the distribution of salary increases or additives under this shall be grievable, but only to Step 24.



Tracey Pearson, Chief Negotiator
7/22/22

Date

T.A.



Torrence Johnson, Chief Negotiator
7/22/22

Date

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.

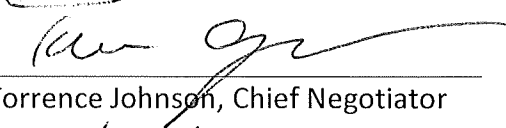
B. In addition, fees may be charged retired employees for the following, and/or access granted to them on a space available basis:

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.


Tracey Pearson, Chief Negotiator

7/21/22
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