2019 - 2020 Supplement to

2017 - 2020 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

John Thrasher
President, Florida State University

Oct 13, 2019
Date
Collective Bargaining Agreement – Tentative Agreement

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

2019 - 2020
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.

Tracey Pearson, Chief Negotiator
Date 8/30/19

Thomas Cross, Chief Negotiator
Date 8/30/19
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

Tracey Pearson, Chief Negotiator
8/30/19

Thomas Cross, Chief Negotiator
8-30-19
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.


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 and one and a half (1.5) hours of preparation time.

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.

---

Tracey Pearson, Chief Negotiator
8/30/19

T.A.

Thomas Cross, Chief Negotiator
8-30-19
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. AFSCME may email employees at the preferred email address provided in the quarterly Bargaining Unit List.

Tracey Pearson, Chief Negotiator

8/30/19

Date

T.A.

Thomas Cross, Chief Negotiator

8/30/19

Date
ARTICLE 20
WAGES

20.1 For Fiscal Year 2019 - 2020, the University will implement a one-time non-recurring bonus for eligible in-unit employees as follows:

A. Each eligible in-unit employee, as defined herein, shall receive a one-time non-recurring bonus equal to 1.5% of the employee’s base rate of pay as of November 1, 2019, subject to applicable taxes and withholding. The bonus shall be received, on or about November 22, 2019, or upon ratification, whichever is later. The minimum of such bonus will be $500.00.

B. Each eligible part-time employee shall receive the one-time non-recurring bonus based on the full-time equivalency of his or her position.

C. “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 his/her required performance standards. If an ineligible employee achieves performance standards subsequent to the bonus implementation date, but on or before June 30, 2020, the employee shall receive the one-time non-recurring bonus.

D. To receive the one-time non-recurring bonus, an eligible employee must be employed on or before May 1, 2019; and must be in active payroll status on November 1, 2019.

E. An employee not in active payroll status on November 1, 2019, but who returns to pay status before June 30, 2020, will receive the one-time non-recurring bonus at that time, as long as he or she meets all eligibility requirements outlined above.

F. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund will receive the one-time non-recurring bonus 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 If funds are available, the University may award additional merit adjustments to individual employees based on established University criteria.

20.3 If funds are available, the University may award market adjustments to individual employees based on established University criteria.

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

---

Tracey Pearson, Chief Negotiator  
8/30/19

T.A.

Thomas Cross, Chief Negotiator  
8/30/19
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  
8/29/19  
Date

Thomas Cross, Chief Negotiator  
8-29-19  
Date