
2021 - 2022 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**

August 23, 2021

Date

ARTICLE 5 GRIEVANCE PROCEDURE

5.1 General Provisions.

A. The University and AFSCME encourage informal resolution of employee complaints. To that end, employees should present such complaints for review and discussion as soon as possible to the University representative who has authority to address the complaint. Such review and discussions should be held with a view to reaching an understanding which will resolve the complaint in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure prescribed by this Article. If the complaint is not resolved by such informal discussion, the employee may proceed to file a grievance consistent with the provisions of this Article.

B. "Grievance" means a dispute filed with the University's Management Representative ("Step 1"), using Appendix C of this Agreement concerning the interpretation or application of a specific provision of this Agreement, except as exclusions are noted. The filing or pendency of any grievance under the provisions of this Article shall in no way impede or delay the right of the University to take the action complained of; subject, however, to the final disposition of the grievance.

C. "Grievant" means an employee or group of employees who has/have filed a grievance in a dispute over a provision of this Agreement which confers rights upon the employee. AFSCME may file a grievance in a dispute over a provision of this Agreement which confers rights upon AFSCME.


D. The resolution of a grievance prior to its appeal in writing to Step 3 shall not establish a precedent binding on the University or AFSCME.

E. All grievances must be filed within twenty (20) days following the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of the event if that date is later. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.

F. The University shall not retaliate against any employee who participates in the procedures set forth in this Article.

G. If a Step 1 grievance meeting is held or requires reasonable travel time during the working hours of the grievant or any required participant, such person shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

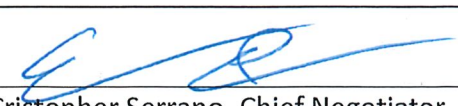
H. Each grievance and arbitration notice must be submitted in writing on the appropriate form attached to this Agreement as Appendices C, D and E, respectively, and with all required attachments as noted on each Appendix. Appendices C, D and E must be signed by the grievant. One (1) Appendix C, D or E may be filed in a grievance with more than one (1) grievant; provided that the respective Appendix bears the signatures of all grievants. All grievance forms shall be dated when the grievance is received. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, an AFSCME representative may sign such forms for the grievant.


Tracey Pearson, Chief Negotiator

Date

7/14/21

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Christopher Serrano, Chief Negotiator

Date

7/14/21

5.2 Representation.

A. A grievant who decides to use this grievance procedure shall, prior to the Step 1 meeting, choose whether to be represented by AFSCME. Where AFSCME representation is requested by a grievant, the grievance representative shall be selected by AFSCME from the list referenced in Section 4.2A, provided that the selection of an AFSCME local union president or Steward/AFSCME Employee Representative must be from the same local chapter as the grievant. AFSCME may reach agreement with the Director, Human Resources for Employee and Labor Relations at any step of the grievance process, and such agreement shall be binding on the grievant.

B. When an AFSCME local union president or Steward/AFSCME Employee Representative is selected to represent a grievant, he/she may be allowed a reasonable amount of time off with pay to investigate the grievance and to represent the grievant at any step of the grievance procedure which is held during regular work hours, subject to the following limitations:

1. The AFSCME local union president or Steward/AFSCME Employee Representative will not be allowed time off with pay to investigate his/her own grievance.

2. Time spent by the AFSCME local union president or Steward/AFSCME Employee Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

3. Such time off with pay shall be subject to prior approval by the AFSCME local union president's or Steward/AFSCME Employee Representative's immediate supervisor; however, approval of such time off will not be withheld unless it impedes the operations of the unit to which the AFSCME local union president or Steward/AFSCME Employee Representative is regularly assigned.

4. The parties agree to limit their discussion about the merits of the grievance to the issues identified in Appendix C in a respectful and courteous manner.

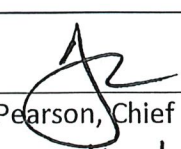
C. If the grievant is not represented by AFSCME, the Management Representative shall timely notify AFSCME such that AFSCME is given reasonable opportunity to be present at meetings called for the resolution of the grievance. The processing of the grievance and any resolution will be in accordance with the procedures established in this Agreement.

D. AFSCME shall not be bound by a grievance decision in a grievance in which the grievant chose not to be represented by AFSCME.

5.3 Procedures.

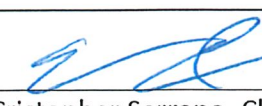
A. Step 1.

1. The Management Representative shall schedule a meeting between the grievant, the grievant's Steward/AFSCME Employee Representative, grievant's supervisor, and any other appropriate individual within fifteen (15) days following receipt of the grievance. The grievant shall have the right to present any evidence in support of the grievance at this meeting. If the meeting does not result in resolution of the grievance, the Management Representative will proceed with processing the grievance and issuing a written decision, stating the reasons therefore, to the grievant's Steward/AFSCME Employee Representative within thirty (30) days following the conclusion of the


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meeting, unless an extension has been granted. If an extension was granted, the decision shall be issued by the agreed upon date. A copy of the decision and documents referenced in the decision shall be sent to the grievant and to the AFSCME local union president if grievant elected not to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

2. Where practicable, the Management Representative shall make available to the grievant or grievant's Steward/AFSCME Employee Representative, documentation referenced in the Step 1 decision prior to its issuance. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents.

3. In the absence of an agreement to extend the period for issuing the Step 1 decision, the grievant may proceed to Step 2 if the grievant's Steward/AFSCME Employee Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 1 meeting.

B. Step 2.

1. If the grievance is not resolved at Step 1, the grievant may file a written request for review with the Assistant Vice President of Human Resources or his/her designee, on a Request of Step 1 Decision form, as set forth in Appendix D of this Agreement, within fourteen (14) days following receipt of the Step 1 decision by grievant's Steward/AFSCME Employee Representative. The Assistant Vice President of Human Resources, or his/her designee, and the grievant's Steward/AFSCME Employee Representative shall schedule a meeting in Tallahassee for the purpose of reviewing the matter no sooner than seven (7) and no later than fifteen (15) days following receipt of the request for review.

2. The Assistant Vice President of Human Resources, or his/her designee, shall issue a written decision, stating the reasons therefore, to the grievant's Steward/AFSCME Employee Representative within thirty (30) days following the conclusion of the meeting. In the absence of an agreement to extend the period for issuing the Step 2 decision, AFSCME may proceed to Step 3 if the Steward/AFSCME Employee Representative has not received the written decision by the end of the 30th day following the conclusion of the Step 2 meeting. A copy of the decision shall be sent to the grievant and to AFSCME if the grievant elected not to be represented by AFSCME. The decision shall be transmitted by personal delivery with written documentation of receipt or by certified mail, return receipt requested.

3. In lieu of filing a request for review at Step 2, the grievant and the University may agree to participate in a mediation conference. The mediation conference must be concluded within thirty (30) days of the agreement to mediate. The costs of the mediation shall be evenly split by the parties.


C. Step 3 - Arbitration.

1. If the grievance is not resolved at Step 2, or at mediation, AFSCME may appeal the decision to Arbitration on a Request for Arbitration Form within fourteen (14) days after receipt of the decision. The arbitration shall normally be scheduled within forty-five (45) days of receipt of the


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Notice of Arbitration form or, if applicable, the conclusion of mediation.

2. The University and AFSCME may, by written agreement, submit related grievances for hearing before the same arbitrator.

3. Selection of Arbitrator.

a. Within sixty (60) days after ratification of this Agreement, the University and AFSCME shall select an Arbitration Panel. The panel shall have five (5) members who are mutually selected by the University and AFSCME to serve for the term of this Agreement. If agreement is not reached on one (1) or more of the five (5) arbitrators, either party may request the Federal Mediation and Conciliation Service to provide a list of fifteen (15) arbitrators. The University and AFSCME shall select the arbitrator(s) by alternately striking from a list until the required number of names remain. The party to strike first shall be determined by the flip of a coin.

b. Within thirty (30) days after the University's receipt of a notice of arbitration, the parties shall select an arbitrator to hear the case by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a coin. By mutual agreement, the parties may select an arbitrator who is not a member of the Arbitration Panel.

4. Arbitration hearings shall be held at times and locations agreed to by the University and AFSCME, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration shall be held in the City of Tallahassee.

5. The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his/her jurisdiction and authority under this Agreement, the decision shall be final and binding on the University, AFSCME, the grievant(s), and the employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

a. The arbitrator shall issue his/her decision not later than forty-five (45) days from the date of the closing of the hearing or from the deadline for the submission of briefs, whichever is later.

b. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.


c. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

d. The arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement.

6. The arbitrator shall be without power or authority to make any decisions:


a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering, or ignoring in any way the terms of this Agreement or the provisions of applicable law or regulations having the force and effect of law; or

b. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, applicable law, and regulations having the force and


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effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement; or

c. Which have the effect of restricting the discretion of a Chief Administrative Officer as otherwise granted by law or the Regulations of the University unless such authority is modified by this Agreement; or

d. That are based solely upon a University past practice or policy unless such University practice or policy is contrary to law, the University Employment Regulation or this Agreement.

7. The arbitrator's award may include a monetary award to the grievant(s); however, the following limitations shall apply to such monetary awards:

a. The award shall not exceed the amount of pay the employee would have earned at his/her regular rate of pay and shall not include overtime, on-call, or any other speculative compensation which might have been earned;

b. The award shall not exceed the actual loss to the grievant, and shall be reduced by replacement compensation received by the employee during the period of time affected by the award; and

c. The award shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration, and in no event more than twenty (20) days prior to the filing of the grievance.

8. The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. If the arbitrator fashions an award in such a manner that the grievance is sustained in part and denied in part, the parties will evenly split the arbitrator's fee and expenses. AFSCME will not be responsible for costs of an arbitration to which it was not a party. Where a grievant is not represented by AFSCME, such grievant will be responsible for all fees, expenses, and costs associated with the arbitration to the same extent that AFSCME would have been responsible, if AFSCME had been a party to the arbitration.


5.4 Time Limits.

A. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

B. Failure, at any Step of this procedure, to communicate the decision on a grievance within the specified time limit shall permit the grievant's representative to proceed to the next Step.


C. Claims of either an untimely filing or untimely appeal shall be made at the Step in question.

D. The number of days indicated at each Step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any Step of this procedure may be extended by written agreement.


Tracey Pearson, Chief Negotiator

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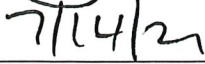

E. In the event that any action falls due on a Saturday, Sunday, State or University, or Federal holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

F. If no action is taken by AFSCME at any step of this procedure for a period of sixty (60) days, the grievance shall be deemed waived and dismissed.

5.5 Exceptions.

A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit AFSCME or an employee to process a grievance (1) on behalf of any employee without his/her consent, or (2) with respect to any matter which is at the same time the subject of an action which has been filed by a grievant in any other forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while the grievance is in progress when such filing becomes necessary to meet federal filing deadlines pursuant to 42 U.S.C. Section 2000e et seq.

B. An employee who has not attained regular status can file only non-disciplinary grievances under this Agreement, which may be processed only at Step 1 without further appeal.

 _____ Tracey Pearson, Chief Negotiator	T.A.  _____ Christopher Serrano, Chief Negotiator
 _____ Date	 _____ Date

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.

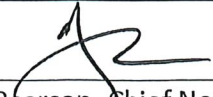

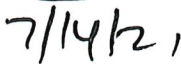

B. Oral reprimands shall not be grievable under the provisions of this Agreement. Oral reprimands shall not be used as progressive discipline in later disciplinary actions provided the employee has maintained a discipline-free work record for at least one (1) year. Such oral reprimands shall be marked "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 during an investigatory interview, which are meetings that may reasonably be expected to result in disciplinary action, or a predetermination conference, the representative shall be granted paid administrative leave for the time in attendance at such meetings.

 _____ Tracey Pearson, Chief Negotiator	T.A.  _____ Christopher Serrano, Chief Negotiator
 _____ Date	 _____ Date

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.




Tracey Pearson, Chief Negotiator

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ARTICLE 20 WAGES

20.1 For Fiscal Year 2021-2022, the University will implement a minimum wage pay adjustment to bring ~~eligible~~ in-unit salaried employees' annualized base rate of pay up to a minimum of \$25,056.00, effective September 17, 2021. Such increases will be based on an eligible in-unit employee's annual base rate of pay as of September 16, 2021.

20.2 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 ~~\$750.00~~ 3.0% of the employee's annual base rate of pay, subject to applicable taxes and withholding. The bonus shall be received, on or about November 19, 2021, or the within two pay periods after ratification, whichever is later. The minimum of such bonus will be \$2,000.00.

B. Each eligible part-time employee shall receive the one-time non-recurring bonus based on the full-time equivalency of their 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 their required performance standards. If an ineligible employee achieves performance standards subsequent to the bonus implementation date, but on or before June 30, 2022, 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 April 30, 2021; be in active payroll status on October 29, 2021; ~~and have no disciplinary action on file since July 1, 2020.~~



E. An employee not in active payroll status on October 29, 2021, but who returns to pay status before June 30, 2022, will receive the one-time non-recurring bonus at that time, as long as they meet 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.

20.3 If funds are available, the University may award 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 article shall ~~not be grievable~~ be grievable to Step 1.

 Tracey Pearson, Chief Negotiator 7/14/21 Date	T.A.	 Christopher Serrano, Chief Negotiator 7/14/21 Date
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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.

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7/14/21
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Cristopher Serrano, Chief Negotiator

7/14/21
Date

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

Thanksgiving 2021 Fall Holiday and Winter Break Leave 2021

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 a Collective Bargaining Agreement for the Operational Services Unit, the Administrative and Clerical Unit, and the Other Professional Unit employees, and

WHEREAS, The parties are desirous of implementing a holiday leave policy for Thanksgiving 2021 and Winter Break 2021.

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, Florida Statutes.
2. With regard to the holiday and winter break leave, AFSCME agrees to FSU implementing the following schedule for covered employees as follows:

2021 Thanksgiving Holiday Schedule	
Wednesday, November 24, 2021	Fall Break Holiday
Thursday, November 25, 2021	University Holiday
Friday, November 26, 2021	University Holiday

2021 Winter Break & Holiday Schedule	
Friday, December 24, 2021	University Holiday
Monday, December 27, 2021	Winter Break Holiday
Tuesday, December 28, 2021	Winter Break Holiday
Wednesday, December 29, 2021	Winter Break Holiday
Thursday, December 30, 2021	Winter Break Holiday
Friday, December 31, 2021	University Holiday

The University will be closed on the days designated above. If an employee is required to work on the fall break holiday, a regular University holiday, or a 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 straight time compensatory leave at an equivalent rate for non-traditional workdays during the holiday

or winter break week provided they have worked the required number of regular hours for that holiday or winter break week.

3. Compensatory leave earned over the Thanksgiving holiday will be paid out in December 2021 unless retained or used before the last day of the pay period for which the compensatory payout occurs. Employees who are considered essential and required to work during winter break will receive winter break compensatory leave to be used before June 30, 2022. Employees will be required to use the time before June 30, 2022, or lose it. Unlike other compensatory leave, there will be no "cash out" option for winter break compensatory leave.
4. For Central Utility Plant employees with the working title of Plant Supervisor, Senior Plant Operator or Plant Operator who work rotating shifts, if their department head is unable to approve the use of winter break compensatory leave by June 30, 2022, the unused winter break compensatory leave will be paid out at the employee's straight time rate of pay during the annual compensatory leave payout that occurs in early December 2022 provided that winter break compensatory leave has been used prior to the use of any annual leave.
5. The Fall Break Holiday and Winter Break Leave are defined as leave taken during the designated period without the use of accrued leave, including accrued vacation or sick leave.
6. 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.
7. The Parties agree that this Memorandum of Agreement will not set a precedent for future agreements.
8. 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:

DocuSigned by:

Tracey Pearson

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Tracey Pearson, Chief Negotiator

8/20/2021 | 1:58 PM EDT

Date

For AFSCME:

DocuSigned by:

Cris Serrano

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Cristopher Serrano, Chief Negotiator

8/20/2021 | 1:43 PM EDT

Date