

V. Approval of Collective Bargaining Agreements



Florida Agricultural and Mechanical University
Board of Trustees
ACTION ITEM

Governance Committee

Date: November 9, 2016

Agenda Item: AFSCME Collective Bargaining Agreement

Item Origination and Authorization

Policy _____ Award of Bid _____ Budget Amendment _____ Change Order _____
Resolution _____ Contract _____ Grant _____ Other _____

Action of Board

Approved _____ Approved w/ Conditions _____ Disapproved _____ Continued _____ Withdrawn _____

Subject: AFSCME Collective Bargaining Agreement

Rationale: The AFSCME Union and the University have reached a tentative agreement and seek ratification of the agreement.

Attachments: Tentative Agreement

Recommendation: Recommend Governance Committee approve agreement, and submit for inclusion on consent agenda for full Board of Trustees ratification vote.

Florida Agricultural and Mechanical University
Board of Trustees
and the
American Federation of State County and
Municipal Employees

The parties agree to the following:

WAGE INCREASES 2016-2017

WHEREAS, the University and AFSCME agree to the following wage increase for 2016-2017;

Following ratification of this Agreement by both Parties, all AFSCME members employed on that date will receive a two percent (2%) recurring wage increase to their base pay; and

Upon ratification of this Agreement by both Parties, all AFSCME members employed on that date will receive a one-time, nonrecurring bonus payment equal to one percent (1%) of their base annual pay.

**ARTICLE 7
JUST CAUSE AND DISCIPLINARY ACTIONS**

7.1 Policy. The University and AFSCME endorse the principle of progressive discipline. However, depending on the severity of the infraction, disciplinary action may be taken including termination at the discretion of the University. 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.

7.2 Just Cause. Disciplinary actions administered to permanent status employees may be taken only for just cause.

7.3 Grievability.

A. Suspensions, demotions, reductions in base pay, and terminations administered to permanent status employees are subject to Article 6, 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 two (2) years. 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 6 but only through Step 2. Written reprimands shall not be used as a basis for 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 placed in a sealed envelope and marked "Invalid in accordance with Section 7.3(C)" any time after that two (2) year period upon written request of the employee.

D. Neither the University's policies and procedures, nor disciplinary guidelines, are grievable except to the extent that they are allegedly applied arbitrarily and capriciously.

7.4 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, and during predetermination conferences.

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 5 and 6.

7.5 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. The author of such document shall be responsible for providing the copy to the employee.

ALL OTHER ARTICLES REMAIN STATUS QUO

IN WITNESS THEREOF, the parties have set their signatures this ___ day of October, 2016.

FOR THE FLORIDA A&M UNIVERSITY
BOARD OF TRUSTEES:

FOR THE AMERICAN FEDERATION OF
STATE COUNTY AND MUNICIPAL
EMPLOYEES

Larry Robinson, Ph.D.
Interim President

Andre Madtes
Negotiator
AFSCME

Andre Madtes T/A
10/31/2016

Robert E. Larkin III
Chief Negotiator

Colleen Washington
President AFSCME
FAMU Chapter



**Florida Agricultural and Mechanical University
Board of Trustees
ACTION ITEM**

Governance Committee

Date: November 9, 2016

Agenda Item: PBA Collective Bargaining Agreement

Item Origination and Authorization

Policy _____ Award of Bid _____ Budget Amendment _____ Change Order _____
 Resolution _____ Contract _____ Grant _____ Other _____

Action of Board

Approved _____ Approved w/ Conditions _____ Disapproved _____ Continued _____ Withdrawn _____

Subject: PBA Collective Bargaining Agreement

Rationale: The PBA Union and the University have reached a tentative agreement and seek ratification of the agreement.

Attachments: Tentative Agreement

Recommendation: Recommend Governance Committee approve agreement, and submit for inclusion on consent agenda for full Board of Trustees ratification vote.

Florida Agricultural and Mechanical University
Board of Trustees
and
The Florida Police Benevolent Association, Inc.
Law Enforcement Bargaining Unit

The Florida Agricultural and Mechanical University Board of Trustees (the "University") and the Florida Police Benevolent Association, Inc. Law Enforcement Bargaining Unit ("PBA") (hereinafter collectively referred to as the "Parties"), agree to the following:

WHEREAS, the Parties agree to the following wage increase for 2016-2017;

Following ratification of this Agreement by both Parties, all PBA members employed on that date of ratification will receive a one percent (1%) recurring wage increase to their base pay; for all PBA members who are eligible for this increase and who also were employed prior to the date of ratification of this Agreement, this increase will be retroactive to July 22, 2016, based upon each member's date of employment; and

Upon ratification of this Agreement by both Parties, all PBA members employed on or before July 1, 2016, who are employed on the date of ratification, will receive a one-time, nonrecurring bonus payment equal to one percent (1%) of their base annual pay

IN WITNESS THEREOF, the parties have set their signatures this ____ day of _____, 2016.


FOR THE FLORIDA A & M UNIVERSITY
BOARD OF TRUSTEES:

FOR THE POLICE BENEVOLENT
ASSOCIATION, INC.:

Larry Robinson, Ph.D.
Interim President



10/28/16
Hal Johnson
General Counsel
Florida Police Benevolent Association



Robert E. Larkin, III
Chief Negotiator



Florida Agricultural and Mechanical University
Board of Trustees
ACTION ITEM

Governance Committee
Date: November 9, 2016
Agenda Item: DRS Collective Bargaining Agreement

Item Origination and Authorization

Policy _____ Award of Bid _____ Budget Amendment _____ Change Order _____
Resolution _____ Contract _____ Grant _____ Other _____

Action of Board

Approved _____ Approved w/ Conditions _____ Disapproved _____ Continued _____ Withdrawn _____

Subject: UFF-FAMU-DRS Collective Bargaining Agreement

Rationale: The DRS Union and the University have reached a tentative agreement and seek ratification of the agreement.

Attachments: Tentative Agreement

Recommendation: Recommend Governance Committee approve agreement, and submit for inclusion on consent agenda for full Board of Trustees ratification vote.

Florida Agricultural and Mechanical University
Board of Trustees
and the
United Faculty of Florida
FAMU Chapter
Developmental Research School

The Florida Agricultural and Mechanical University Board of Trustees (the "University") and the United Faculty of Florida FAMU Chapter Developmental Research School ("UFF-FAMU-DRS") (hereinafter collectively referred to as the "Parties"), agree to the following:

WHEREAS, the Parties agree to the following:

The University and UFF-FAMU-DRS agree to form a joint committee to review current promotion criteria and procedure and make recommendations to revise and clarify the process in Article 14. The joint committee shall consist of two (2) University administrators and two (2) UFF-FAMU-DRS representatives. The committee shall provide its recommendations by February 1, 2017 to the Parties.

Article 7
Professional Assignments and Working Conditions

Article 7.13 DRS agrees to fund two substitutes for UFF members to attend the FEA Delegate Assembly. UFF will reimburse the DRS for the cost of a substitute for a third delegate.

Article 15
Permanent Status

This Article is deleted in its entirety and replaced with the following language:

Article 15 – RESERVED.

Article 23
Salaries

23.1 All faculty shall receive a one-time bonus of \$500 upon ratification of this agreement by the parties. The bonus will be paid to employees within 30 days after ratification of the Agreement by the parties. Each faculty member who was employed by DRS on June 8, 2016, and was subsequently re-employed for the 2016-17 school year, shall advance two steps on the salary schedule (Appendix F) effective August 9, 2016. Each faculty member who was employed by DRS on August 9, 2016, shall advance one step on the salary schedule (Appendix F) effective August 9, 2016.

23.2 All faculty will be paid an annual salary in accordance with Appendix F, Faculty Salary Schedule.

UFF W
10/28/16

DRS
DRS

23.5 Supplemented Positions. Extra/supplemental pay for all extra/supplemental duty positions shall be bargained at the beginning of the fiscal year and every effort shall be made by both parties to conclude bargaining pertaining to Supplemental Pay prior to the beginning of the school year. Supplemented/extra duties shall be those set forth in Appendix G of this Agreement and shall be voluntary. Any additional supplements/extra duty positions must be bargained and agreed upon by both parties.

5. Personnel supplemented for athletics will be paid up to ten percent (10%) of their supplement for participation in post season athletic competition in the following manner: two percent (2%) will be paid for participation in each level of competition.

A. All head coaches shall have the supplement for that position adjusted by \$100.00 for each year of experience in the position of head coach at FAMU DRS, up to a maximum of \$500.00.

B. A primary assistant coach, as identified by the head coach of a varsity sports team, shall have that supplement adjusted by \$50.00 for each year in the position of primary assistant up to a maximum of \$250.00.


6. Personnel hired for the position of band director and/or choir director will automatically receive the supplement and will be expected to perform the duties described in order to retain that position. The band Director and Choral director will have will have the supplement for that position adjusted by \$100.00 for each year of experience in the position, at FAMU DRS, up to a maximum of \$500.00.

10. Teachers shall have priority in filling supplemental positions. In the event that there are no qualified teachers who have applied for the position, the Administration may fill the position with another applicant. Under no circumstances, however, shall the supplement be paid to an administrator.

11. All openings for supplements listed in Appendix G or other extra-compensated positions, with the exception of the Band and Choir Directors, will be posted on the district website at least five (5) work days prior to filling such vacancy. If no one is chosen from DRS Faculty, then the vacancy will be advertised outside DRS for an additional five (5) workdays.

- Appendix G. is attached hereto.
- The parties will not open Article 23 – Compensation until 2017 for the 2017-2018 Academic Year.

ALL OTHER ARTICLES REMAIN STATUS QUO


UFF 10/26/16

2 of 3


DRS

FLORIDA A & M UNIVERSITY
BOARD OF TRUSTEES
DEVELOPMENTAL RESEARCH SCHOOL

IN WITNESS THEREOF, the parties have set their signatures this ___ day of _____, 2016.

FOR THE FLORIDA A & M UNIVERSITY
BOARD OF TRUSTEES:

FOR THE UNITED FACULTY OF FLORIDA
FAMU DRS CHAPTER:

Larry Robinson, Ph.D.
Interim President

Tom Wazlavek
Chief Negotiator
United Faculty of Florida

Dr. Kirk Gavin, Ph.D.
FAMU DRS Interim Superintendent

Elizabeth K. Davenport
President United Faculty of Florida
FAMU Chapter

Robert E. Larkin, III
Chief Negotiator

Handwritten initials

10/28/16

APPENDIX G
FAMU DRS SUPPLEMENTS
2016-2017

Joseph Jacobs 10/31/16

GL#	Sports	Sports Activity	Amount
1	FB	Football Head Coach	\$2,200.00
2	FB	Football Head Coach Spring	\$900.00
3	FB	Football Summer Training	\$1,000.00
4	FB	Football Offensive Coordinator	\$1,200.00
5	FB	Football Defensive Coordinator	\$1,200.00
6	FB	Football Assistant Coach/Special Team Coordinator	\$1,000.00
	FB	Football Middle School Head coach	\$0.00
7	FB	Football Assistant Coach	\$800.00
8	FB	Football Assistant Coach	\$800.00
9	FB	Football Equipment Manager	\$800.00
10	FB	Football Videographer	\$800.00
		Boys Basketball	
11	BBB	Basketball Boys Head Coach	\$1,600.00
12	BBB	Basketball Boys Assistant Coach	\$1,200.00
13	BBB	Basketball Boys Head Junior Varsity Coach	\$1,200.00
14	BBB	Basketball Boys, Head Coach Middle School	\$0.00
		Boys Baseball	
15	BAB	Baseball Head Coach	\$1,600.00
16	BAB	Baseball Assistant Coach Varsity	\$1,200.00
	BAB	Middle School Baseball Head coach	0
		Boys Track	
17	TRB	Track and Field Head Coach	\$1,600.00
18	TR	Track and Field Assistant Coach	
		Girls Track	
19	TRG	Track and Field Head Coach	\$1,600.00
20	TRG	Track Assistant Coach	
21	GT	Cross Country Head coach	\$1,000.00
		Girls Basketball	
22	GBB	Basketball Girls Head Coach	\$1,600.00
23	GBB	Basketball Assistant Coach Varsity	\$1,200.00
24	GBB	Basketball Girls Head Junior Varsity Coach	\$1,200.00
		Cheerleading	
25	CHL	Cheerleading Head Varsity Coach	\$1,600.00
26	CHL	Cheerleading Sponsor	\$1,200.00
27	CHL	Cheerleading Head Junior Varsity Coach	\$0.00
28	CHL	Cheerleading Elementary	\$500.00
		Conditioning	
29	WL	Weight Room/strength & Conditioning Coach	\$1,200.00
		Softball	
30	SB	Softball Head Coach Varsity	\$1,600.00
31	SB	Softball Head Coach Junior Varsity/Varsity Assistant	\$1,200.00
		Volleyball	
32	VB	Volleyball Head Coach	\$1,600.00

10/28/16

APPENDIX G
FAMU DRS SUPPLEMENTS
2016-2017

Pats Parks 10/31/16

33	VB	Volleyball Assistant Coach	\$1,200.00
34	VB	Volleyball JV	\$0.00
Flag Football			
35	FF	Football Flag Head Coach	\$1,600.00
36	FF	Flag Football Assistant Coach	\$1,200.00
Athletic Support Systems			
37	AS	Athletic Director	\$4,000.00
38	AS	Assistant Athletic Director	\$3,000.00
39	AS	Transportation Director	\$3,000.00
40	AS	Band Director	\$1,600.00
41	AS	Dance Team/Majorettes	\$1,000.00
42	AS	Choral Director	\$1,600.00
	AS	Gym Facilities Manager	\$0.00
43	AS	Royal Court	\$1,000.00
Academics			
44	ACA	Department Chair (K-2)	\$1,000.00
45	ACA	Department Chair (3-5)	\$1,000.00
46	ACA	Department Chair P.E.	\$1,000.00
47	ACA	Department Chair (6-12 English/Language)	\$1,000.00
48	ACA	Department Chair (6-12 Math/Tech)	\$1,000.00
49	ACA	Department Chair (6-12 Science)	\$1,000.00
50	ACA	Department Chair (6-12 Social Studies)	\$1,000.00
51	ACA	Department Chair (Fine Arts/Chorus/Band/Technology)	\$1,000.00
Class & Clubs			
52	CL	Student Government	\$1,000.00
53	CL	National Honor Society	\$1,000.00
54	CL	Beta Club Sponsor	\$1,000.00
55	CL	FBLA Sponsor (Future Business Leaders of America)	\$1,000.00
56	CL	FBLA Middle School	\$0.00
57	CL	FFEA	\$1,000.00
58	CL	Art Honor Society Sponsor	\$1,000.00
59	CL	JROTC Drill Team	\$1,000.00
60	CL	Elementary Math Club (x2)	\$500.00
62	CL	Science Fair Coordinator	\$500.00
64	CL	Spelling Bee Sponsor	\$500.00
66	CL	Senior Sponsors (3)	\$1,000.00
67	CL	Junior sponsors (3)	\$1,000.00
68	CL	YEARBOOK	\$1,000.00
69	CL	SECME Club Sponsor	\$1,000.00
70	CL	4-H Club	\$500.00