MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND THE FLORIDA NURSES ASSOCIATION, INC.
PROFESSIONAL HEALTH CARE UNIT

December 2012 Winter Break Leave

WHEREAS, Florida State University Board of Trustees (hereinafter FSU) and the Florida Nurses Association, Inc. (hereinafter FNA) are parties to the Collective Bargaining Agreement for the Professional Health Care 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, FNA 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 these days, they will receive up to eight hours of special compensatory leave per day for working on these regular holidays. 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 FNA 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.

5. The Parties agree that this winter break and any prior winter breaks will not set a precedent.

6. 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

Date

For FNA:  

Jeannie M. Demshar, Chief Negotiator

Date