2012-2013 Supplement to

2011- 2014 Collective Bargaining Agreement

between

The Florida State University

and

Florida Nurses Association, Inc.
Professional Healthcare Unit

Approved for The Florida State University

[Signature]
Eric Barron
President, The Florida State University

11-19-12
Date
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ARTICLE 6
JUST CAUSE AND DISCIPLINARY ACTION

6.1 Policy. The University and the FNA 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. An employee who has not attained regular status shall not have access to the grievance procedure in Article 5 when disciplined.

6.3 Grievability.
A. Suspensions, demotions (except those due to reclassification), reductions in base pay, and dismissals are subject to Article 5, Grievance Procedure.
B. Written Reprimands.
   1. Written reprimands shall be subject to the grievance procedures in Article 5, but only through Step 42.
   2. Written 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) consecutive years. Such written reprimands shall be marked "invalid for future disciplinary actions due to a 2 year discipline-free work period" at any time after the two (2) year period, upon written request of the employee.
C. Oral Reprimands.
   1. Oral reprimands shall be subject to the grievance procedures in Article 5, but only through Step 1.
   2. 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 records shall be marked "invalid for future disciplinary actions due to a 1 year discipline-free work period" at any time after the one (1) year period, upon the written request of the employee.
D. Each employee shall be furnished a copy of all disciplinary actions placed in the employee's official personnel file and shall be permitted to respond thereto.
E. An employee may request that an FNA Employee Representative or FNA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee; or during a predetermination conference in which suspension, dismissal, disciplinary demotion, or reduction in base pay of the employee is being considered. 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, unless additional time has been approved by management based on extenuating circumstances.
ARTICLE 14
ON-CALL ASSIGNMENT

14.1 On-Call Assignment. On-call assignment shall be defined as any time when appropriate management has instructed the employee, in writing, to remain available to work during an off-duty period. An employee who is so instructed shall be required to leave work where the employee may be reached by telephone or by other electronic signaling device in order to be available to return to a work location on short notice to perform assigned duties as required.

14.2 On-Call Payment.
   A. On-call is not compensable for purposes of computing overtime; however, travel time to and from work when called back is compensable time.
   B. An employee who is required to be on call shall be compensated by payment of a fee in an amount of a minimum of one dollar ($1.00) per hour for each hour such employee is required to be on-call. If an on-call period is less than one (1) hour, the employee shall be paid for one hour.
   C. An employee who is required to be on-call on a Saturday, Sunday, or holiday will be compensated by payment of a fee in an amount equal to one-fourth \((1/4)\) of the employee’s hourly base rate of pay for the first hour each hour such employee is required to be available. Any additional hours of on-call will be compensated by a fee in an amount equal to one-fourth \((1/4)\) of the employee’s hourly base rate of pay.
18.1 For Fiscal Year 2011—2012, 2012-2013, the University and FNA agree that any general salary increases that the Florida Legislature includes for University employees in Fiscal Year 2012-2013 will be implemented for bargaining unit employees for Fiscal Year 2012-2013, if funds are available, will implement a 3% pay adjustment, as follows:

A. Each eligible employee, as defined herein, shall receive a 3% pay adjustment based upon the employee's August 8, 2011, base rate of pay, effective August 8, 2011, or upon ratification. Each eligible part-time employee shall receive a pay adjustment prorated based on the full-time equivalency of his or her position.

B. To receive a pay adjustment, the employee must be employed by FSU in a salaried position on or before June 30, 2011, and be in active payroll status on August 8, 2011.

C. An "eligible" employee must have received a satisfactory evaluation, or, if no evaluation has been done, meet his/her required performance standards. If an ineligible employee achieves performance standards subsequent to the pay adjustment effective date, but on or before the end of the fiscal year, the employee shall receive a pay adjustment. Such delayed payments shall be effective on the date the employee becomes eligible.

D. An employee not in active payroll status on or before August 8, 2011, but who returns to pay status before June 30, 2012, will receive pay adjustment at that time, as long as s/he meets all the eligibility requirements outlined above.

18.2 For Fiscal Year 2012-2013, the University and FNA agree that unit employees will receive any across-the-board non-recurring bonuses implemented by the University, if funds are available.

18.3 The University and FNA agree that if any across-the-board increases are implemented for other collective bargaining units for Fiscal Year 2012-2013, the parties will reopen negotiations for Fiscal Year 2012-2013, Article 18 Wages.

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

18.5 If funds are available, the University may award non-recurring bonuses to individuals and/or all bargaining unit employees based on established University criteria.

18.6 Complaints with respect to the implementation of the pay adjustments under this Article shall not be grievable.

Renisha Gibbs
7/19/12

T.A. Don Slesnick
7/15/12