
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FLORIDA STATE UNIVERSITY

and

**Florida Nurses Association,
Office & Professional Employees International
Union, Local 713, AFL-CIO**

Professional Health Care Unit

2017 - 2020

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AGREEMENT

This AGREEMENT is between the Florida State University Board of Trustees (hereinafter referred to as the University), and the Florida Nurses Association, Office & Professional Employees International Union, Local 713, AFL-CIO (hereinafter referred to as the FNA), representing the employees in the Professional Health Care Unit; and

WHEREAS, it is recognized by the University and the FNA that the public policy of the State and the Association, and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between public employers and their employees, both collectively and individually; and to establish a procedure for the resolution of differences; and to establish the terms and conditions of employment; and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the public employer; and both the University and its employees agree that they share a duty to provide health care to the Citizens of Florida; and

WHEREAS, it is recognized by the University and FNA that terms and conditions of employment of employees are contained in this Agreement and in the University Regulations; and

WHEREAS, the above language is a statement of intent, and therefore not subject to the grievance procedure as outlined in Article 5;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the University and the FNA do agree as follows:

ARTICLE 1
RECOGNITION

1.1 Inclusions.

A. The University hereby recognizes the FNA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Professional Health Care Unit as defined in Certification No. 1467 issued on March 4, 2004, clarified on September 13, 2007, and amended to reflect a change in affiliation on March 19, 2014, by the Florida Public Employees Relations Commission.

B. This Agreement includes all full-time and part-time employees in the classifications and positions listed in Appendix A of this Agreement, except as specifically excluded pursuant to Section 1.2.

1.2 Exclusions. This Agreement specifically excludes employees in positions designated with managerial, confidential, temporary, or emergency status, and all persons paid from Other Personal Services (OPS) funds.

1.3 New Classes and Positions.

A. When the University establishes a new University Support Personnel System (herein after referred to as USPS) health care classification, the University shall notify the FNA regarding the bargaining unit status of the class.

B. When a new position is created in a classification that is included in the bargaining unit, and the University determines that the position should be excluded from the unit due to its managerial or confidential status, the University shall notify the local FNA president of such determination.

ARTICLE 2 DEFINITIONS

The terms used in this Agreement are defined as follows:

2.1 "Chief Administrative Officer" means the President of the University, or his/her representative.

2.2 "Days" means calendar days, excluding any day observed as a State or University holiday.

2.3 "Employee" means a member of the bargaining unit as it is described in Article 1.

2.4 "FNA Employee Representative" means an employee who has been designated by the FNA to investigate grievances and to represent grievants at Step 1 when the FNA has been selected as the employee's representative.

2.5 "Regular Status" is earned by an employee in a class, after successfully completing the specified probationary period for that class, which provides the employee with rights to remain in the class or to appeal adverse action taken against the employee while serving in the class.

2.6 "Executive Director of the Florida Nurses Association" includes his/her representative.

2.7 "University" means the Florida State University Board of Trustees.

ARTICLE 3
NON-DISCRIMINATION

3.1 Non-Discrimination Policy - State and Federal Law.

A. The University and the FNA shall not discriminate against any employee based upon race, creed, color, sex, religion, national origin, age, disability, genetic information, veterans' status, marital status, sexual orientation, gender identity, gender expression, or any other legally protected group status, nor shall the University or the FNA abridge any employee rights related to union activity granted under Chapter 447, Florida Statutes.

B. Sexual harassment is a form of sex discrimination and on June 19, 1986, the United States Supreme Court, in *Meritor Savings Bank v. Vinson*, approved the following definition of sexual harassment (29 CFR 1604.11a) in the employment context:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

3.2 Affirmative Action Program.

The FNA agrees to support the University's affirmative action programs.

ARTICLE 4
EMPLOYEE REPRESENTATION AND FNA ACTIVITIES

4.1 Policy. The Executive Director of the FNA shall be responsible for all decisions relating to employee representation and FNA activities covered by the Agreement.

4.2 Designation and Selection of Representatives.

A. The Executive Director of the FNA shall annually furnish to the University, a list of FNA Employee Representatives and FNA Staff Representatives who are designated to assist in processing grievances. This list shall include the name, address, and telephone number of each FNA Employee Representative and FNA Staff Representative. The University will not recognize any person as an FNA Employee Representative or FNA Staff Representative whose name does not appear on the list.

B. No more than three (3) employees at the University may be designated as FNA Employee Representatives.

4.3 Representative Access.

A. FNA Employee Representatives and FNA Staff Representatives shall have access to the premises of the University in accordance with policies regarding public access to University property and 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 shall be limited to the working hours of the employee with whom the representative wishes to speak. Such access and investigation shall not impede University operations.

B. The FNA shall have the right to use University facilities for meetings on the same basis as they are available to other University-related organizations.

4.4 Consultation.

A. Consultation with Director, Human Resources for Employee and Labor Relations. Meetings between the Director, Human Resources for Employee and Labor Relations or the Director's representatives and up to three (3) representatives of the FNA, or such other number as the parties may agree, shall be held, upon the advance request of either party, to discuss matters pertinent to the implementation or administration of this Agreement or any other mutually agreeable matters. Actions by the University or its representatives affecting any other terms and conditions of employment of employees may also be raised in consultation. The meetings shall be held on a mutually convenient date in Tallahassee unless the parties agree to another location. 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 University and the FNA understand and agree that such meetings shall not constitute or be used for the

purpose of collective bargaining.

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.

4.5 Bulletin Boards.

A. The University agrees to designate a portion of existing bulletin boards on each floor of the Health and Wellness Center for use by FNA as provided by Section 4.5 B. of this Article.

B. The materials posted on the boards shall be related only to FNA matters and shall not contain anything reflecting adversely on the University or any of its officers or employees, nor shall any posted material violate or have the effect of violating any law, rule, or regulation.

C. Posted material must be dated and bear the signature of the FNA's authorized representative.

4.6 Employee Information and Regulations Provided.

A. Upon written request of the FNA, the University will, on a semi-annual basis, provide a list of employees with the employee name, work address, classification title, gross salary, and date of hire for each employee.

B. The University shall ensure that a copy of its personnel regulations and policies are available on the University's website. Department policies and procedures shall be maintained within the department and made available to employees upon request.

C. At least 21 days prior to the adoption or amendment of any University personnel regulation which will change the terms and conditions of employment for employees, the University will provide notice to the FNA 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 the FNA may provide comments, concerns, or suggested revisions. The FNA may provide written comments, concerns, or suggested revisions to the University contact person within 10 days of receipt of the notice. The University will consider and respond in writing to the comments, concerns, and suggestions of the FNA within 10 days of their receipt by the University; such response will include the reasons for rejecting any suggested revisions. The FNA may also use the consultation process described in Section 4.4 to discuss the proposed revisions to a University personnel regulation; however, the FNA must request such consultation within 10 days of receipt of notice of the proposed regulation revision.

D. University Health Services will provide the FNA with access to written policies and procedures that affect the employees covered by this Agreement. The University will provide notice to the FNA of any proposed policy changes at least fourteen (14) days prior to the adoption or amendment of these policies. The FNA may offer comments, concerns and suggestions to the proposed changes and may request a consultation meeting to discuss the proposed changes.

4.7 Negotiations.

A. The FNA agrees that all collective bargaining is to be conducted with University representatives designated for that purpose by the President. Negotiating meetings shall be held in Tallahassee. There shall be no negotiation by the FNA at any other level.

B. The FNA may designate in writing no more than three (3) employees to serve on its Negotiation Committee and not more than two (2) employees to serve as alternates for Committee members who are unable to attend a negotiating session. The selection or attendance of any employee shall not impede the operations of the work unit.

4.8 Leave for Negotiating and Other FNA Activities.

A. For each round of negotiations, each Committee member shall be granted time off with pay to attend negotiating sessions with the University. No Committee member shall be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. Committee members shall not be reimbursed by the University for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

B. An alternate who is not substituting for an absent Committee member 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.

C. Employees shall have the right to request annual or compensatory leave for the purpose of attending FNA conventions, conferences, meetings, and negotiating sessions. When such requests are denied, the supervisor shall provide such denial in writing.

4.9 Labor Management Team. A joint committee shall be established for the purpose of discussing matters of mutual concern that are not subject to bargaining. The committee shall include three (3) Employee Representatives and three (3) Management Representatives along with an Employee and Labor Relations Representative. The parties may mutually agree to additional representatives. If there are agenda items to be discussed, a meeting may be held once in the fall semester and/or once in the spring semester at mutually agreeable dates and times. The FNA shall submit the items to be discussed to the Director of University Health Services. A written agenda of the meeting shall be prepared by the Director or his/her designee and distributed to the committee members at least five (5) days prior to the meeting. Minutes of the meeting shall be prepared by the Employee Representatives and distributed to the committee members within seven (7) days of the meeting. The meeting shall be limited to two (2) hours. The time in attendance in such meetings shall be counted as time worked.

4.10 Orientation packets for new employees covered by this Agreement shall include a one-page letter/fact sheet prepared by the Union and reviewed and approved by the University.

ARTICLE 5
GRIEVANCE PROCEDURE

5.1 Policy.

A. The University and the FNA encourage the 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 discussion 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. All grievances must be filed within fourteen (14) days of the act or omission giving rise to the grievance or the date on which the employee knew or reasonably should have known of such act or omission if that date is later.

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. One Appendix C, D and E may be filed in grievances with more than one grievant, provided that the respective Appendix bears the signatures of all grievants. FNA may file a grievance in a dispute over a provision of this Agreement which confers rights upon FNA.

D. "Management Representative" means an individual designated to hear grievances on behalf of the University.

E. A grievant who decides to use this Grievance Procedure shall, prior to the Step 1 meeting, choose whether to be represented by the FNA. A grievant shall not be represented by an FNA Employee Representative who is in a supervisory or subordinate position to the employee at the University.

1. When the grievant has elected FNA representation, both the grievant and the FNA Employee or Staff Representative shall be notified of the Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the grievant and the FNA Representative, and any decision agreed to by the Director of Employee & Labor Relations and the FNA shall be binding on the grievant.

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

3. The FNA shall not be bound by the decision of any grievance or arbitration in which the grievant was not represented by the FNA.

F. The filing or pendency of any grievance under the provisions of this Article

shall in no way operate to impede, delay, or interfere with the right of the University to take the action it proposes, subject to the final disposition of the grievance.

G. The resolution of a grievance prior to its appeal in writing to Step 2 shall not establish a precedent binding on the FNA or the University.

H. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.

I. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

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

K. 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 shall be signed by the grievant. 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 FNA Employee Representative or FNA Staff Representative may sign such forms for the grievant.

5.2 Procedures.

A. Step 1.

1. The Management Representative shall schedule a meeting between the grievant, the grievant's FNA Employee Representative or FNA Staff Representative, grievant's supervisor, or other appropriate individuals no sooner than seven (7) days and no later than 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 FNA Employee Representative or FNA Staff Representative within thirty (30) days following the conclusion of the 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 shall be sent to the grievant and to the local FNA chapter if grievant elected not to be represented by the FNA. The decision shall be transmitted by personal delivery with written documentation of receipt, by certified mail, return receipt requested, or by electronic mail

2. Where practicable, the Management Representative shall make available to the grievant or grievant's FNA Employee Representative or FNA Staff 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. In advance of the Step 1 meeting, the grievant shall have the right, upon written request, to a copy of documents identified as relevant to the grievance.

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 FNA Employee

Representative or FNA Staff 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 satisfactorily resolved at Step 1, the grievant may file a written request for review with the Chief Human Resources Officer or his/her designee, on a Request for Review 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 FNA Employee Representative or FNA Staff Representative. The Chief Human Resources Officer or his/her designee, and the grievant's FNA Staff 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 Chief Human Resources Officer or his/her designee shall issue a written decision, stating the reasons therefore, to the grievant's FNA Staff 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, the FNA may proceed to Step 3 if the FNA Staff 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 the FNA if the grievant elected not to be represented by the FNA. The decision shall be transmitted by personal delivery with written documentation of receipt, by certified mail, return receipt requested, or by electronic mail.

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, the FNA Staff Representative may appeal to arbitration on a Notice of Arbitration form, as set forth in Appendix E of this Agreement, within fourteen (14) days after receipt of the decision or after the mediation conference has been concluded. If, at the initial written step, the FNA refused to represent the grievant because the grievant was not a dues-paying member of the FNA, the grievant may appeal the grievance to arbitration. The arbitration shall normally be scheduled within forty-five (45) days of receipt of the Notice of Arbitration form or, if applicable, the conclusion of mediation.

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

3. The arbitrator shall be one person from a panel of five (5) permanent arbitrators, selected by the University and the FNA to serve for any case or cases submitted. If agreement is not reached on one or more of the five (5) arbitrators within sixty (60) days following the signing of the Agreement or its effective date, whichever is later, either party may request the Federal Mediation and Conciliation Service to provide a list of fifteen (15) arbitrators. The University and the FNA shall select the arbitrator(s) by alternately striking from the list until the required numbers of names remain. The party to strike first shall be determined by the flip of a coin.

4. Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a conference call with the arbitrator. The arbitrator shall have ten (10) days from the conference call to render a decision on arbitrability. If the issue is judged to be arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of Section 5.2.C.3.

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, the FNA, 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 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 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 issue(s) 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 rules 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 effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement.

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

a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his/her regular rate of pay, and such back pay 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 fourteen (14) days prior to the filing of the grievance; and

b. The award shall not exceed the actual loss to the grievant, will not include punitive damages, overtime, on-call, or other speculative compensation which might have been earned, and will be reduced by the amount of wages earned from other sources and/or unemployment compensation received by the employee during the period of time affected by the award.

8. The reasonable fees and expenses of the arbitrator shall be borne

solely by the party who fails to prevail in the hearing. 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.

9. The FNA will not be responsible for costs of an arbitration to which it was not a party.

5.3 Time Limits.

A. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance. Failure at any Step of this procedure to submit a grievance to the next Step within the specified time limits shall be deemed to be acceptance of the decision at that Step.

B. Failure at any Step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant, or the FNA where appropriate, to proceed to the next Step.

C. The time limits specified in any Step of this procedure may be extended, in any specific instance, by written agreement.

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

E. In the event that any action falls due on a Saturday, Sunday, or holiday (as referred to in Section 2.3), 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 the FNA at any Step of this procedure for a period of sixty days, the grievance shall be deemed waived and dismissed.

5.4 Exceptions.

A. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the FNA 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 another forum, administrative or judicial. As an exception to this provision, a grievant may file an EEOC charge while a 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. Any employee who has not attained regular status can file only non-disciplinary grievances under this Agreement, which may be processed only to Step 1 as provided in this Article.

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 2.

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" at any time after the two (2) year discipline free period, and, upon the written request of the employee. Written reprimands shall not be used as progressive discipline regardless of whether the reprimand has been marked invalid or not, if the two-year discipline-free period has passed.

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 oral reprimands shall be marked "invalid" at any time after the one (1) year discipline free period, and, upon the written request of the employee. Oral reprimands shall not be used as progressive discipline regardless of whether the reprimand has been marked invalid or not, if the one-year discipline-free period has passed.

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 7
LAYOFFS AND RECALL

7.1 Layoffs. The University will only lay off employees if there is a business need to do so. Examples of business need include, but are not limited to, reallocation of resources; reorganization of programs or functions; curtailment or abolishment of programs or functions; shortage of work; or a material change of duties. In the event of a layoff of employees, a determination of which employees to retain and separate would be based on business needs and the qualifications of the employees in the department in which the layoff occurs.

7.2 Recall. When a vacancy occurs in the job classification in which the employee was laid off or a new position is established, a laid off employee shall be recalled within one-year of his/her layoff provided the employee meets the qualifications of the position. Employees who are re-employed after a layoff in a position in the class from which they were laid off and in which they had attained regular status shall be re-employed with regular status.

7.3 Grievability. The layoff of a regular status employee and an employee's recall rights would be grievable up to Step 3 of the Grievance Procedure. The issue at arbitration would be whether there was a legitimate business need to lay off the employee or if recall was in accordance with Section 7.2 of this Agreement.

ARTICLE 8
METHOD OF FILLING VACANCIES

The filling of vacant positions should be used to provide career mobility for employees and should be based on the relative merit and aptitude of the applicants. The University shall fill a vacant position with the applicant who, in its judgment, is most qualified to perform the duties as described in the class specification, position description, and other documents describing the position. Employees who have attained regular status shall be eligible for the provisions of this Article. The only issue to be addressed in a grievance regarding this provision is whether the University exercised its judgment in an arbitrary and capricious manner.

ARTICLE 9
CLASSIFICATION REVIEW

9.1 Review of Assigned Additional Duties. When an employee alleges that the employee is being regularly required to perform duties which are not included in the employee's position description, and the duties assigned are not included in the class specification to which the position is allocated the employee may request a review by Human Resources. The employee has the right to FNA representation at any meeting held with the employee as part of the review process.

9.2 Work In A Higher Classification. An employee who is designated by the appropriate supervisor to temporarily perform a major portion of duties of a position in a higher classification than the employee's current classification shall receive a pay increase for the period of time such duties are assigned consistent with University procedures, provided such duties are performed for a period of more than twenty-two (22) workdays within any six (6) consecutive months.

9.3 An employee may appeal through Step 1 of the grievance procedure the assignment of duties which the employee alleges jeopardizes the employee's professional license.

9.4 The University agrees to consult with the FNA on any proposed changes to the classification system that affect bargaining unit employees.

ARTICLE 10
PERSONNEL RECORDS

10.1 There shall be only one official personnel file for each employee, which shall be maintained in the central Human Resources office of the University unless a different location is approved by the Director, Human Resources for Employee and Labor Relations. Duplicate personnel files may be established and maintained within the University. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file.

10.2 An employee has the right to review his/her own official personnel file at reasonable times under the supervision of the designated records custodian and may attach a concise statement in response to any item therein.

10.3 No evaluative material shall be placed in an employee's official personnel file without the employee being provided a copy and the opportunity to acknowledge receipt. The employee will have the right to respond to any such material filed, and their response will be attached to the file copy.

ARTICLE 11
SAFETY

11.1 The University shall make every reasonable effort to provide employees a safe and healthy working environment. The University and the FNA agree to work cooperatively toward reducing job-related injuries and Workers Compensation costs by encouraging improved safety measures.

11.2 When an employee believes that a condition exists at the University which is a violation of an established health or safety rule, or which is a hazard to persons or property, such condition shall be reported immediately to the appropriate supervisor, who shall investigate the report promptly and make a reasonable effort to take appropriate action to correct the condition.

11.3 Complaints which arise under this section shall be grievable, but only to Step 1 of the grievance procedure of Article 5.

ARTICLE 12
PERFORMANCE EVALUATIONS

12.1 Performance Evaluations.

A. An employee shall ordinarily be evaluated by his/her immediate supervisor. If the immediate supervisor is not available to evaluate the employee, the Chief Administrative Officer may designate another evaluator for this purpose. The employee shall be provided with written notification of such designation. The evaluator is primarily responsible for the timely evaluation of the employee.

B. The employee shall be provided with information regarding the basis of the evaluation.

C. The evaluation shall be discussed with the employee, who shall be given the opportunity to respond.

12.2 Peer Review and Chart Audits. Issues identified during Peer Review and Chart Audits will be discussed with the employee. A timely corrective action plan shall be developed by the supervisor, with the employee having the opportunity for input. Such corrective action plans shall be considered in the employee's performance evaluation if the corrective action plan has not been met.

12.3 Failure to Meet Performance Standards.

A. Where an employee who has attained regular status in the class does not meet performance standards, the University shall develop a Performance Improvement Plan (PIP) intended to assist the employee to correct performance deficiencies. The employee is ultimately responsible for correcting any performance deficiencies.

B. Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards.

C. The employee may be removed from his/her class after receipt of the PIP if immediate and sustained improvement in performance is not made.

12.4 Grievability. An employee with regular status in the class who receives a performance evaluation of Below Performance Standards may grieve the evaluation up to Step 2. The review of the grievance shall be solely to determine whether the performance evaluation was done in an arbitrary or capricious manner. Grievance reviewers shall not substitute their judgements regarding an employee's performance for that of the evaluator.

**ARTICLE 13
HOURS OF WORK**

13.1 Workweek. In cases where the University has approved an altered schedule such as the compressed workweek, the altered schedule shall be considered normal for the employee(s) involved after a one (1) year period and will not be changed without considering alternatives and providing at least thirty (30) calendar days notice to the employee(s).

13.2 Overtime.

A. The University is responsible for arranging the work schedule to minimize overtime. The assignment of overtime shall not be made on the basis of favoritism.

B. Upon agreement of the employee and the University, non-exempt employees shall receive either compensatory leave or cash payment for overtime. If agreement cannot be reached, the University shall make cash payment for overtime worked. Cash payments shall be made annually, in December.

C. Work beyond the normal workweek shall be recognized in accordance with the provisions of the federal Fair Labor Standards Act.

13.3 Rest Periods.

A. Whenever practicable, employees' daily work schedules will provide for a fifteen (15) minute rest period during each one-half work shift. The rest period shall be scheduled whenever possible at the middle of such a one-half shift. The University, however, shall vary the scheduling of such period when the demands of work so require. No supervisor shall unreasonably deny an employee a rest period as provided herein.

B. An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival or early departure from work.

13.4 Work Schedule.

A. Except in emergency situations, normal work schedules showing the employees' shifts, workdays, and hours will be posted on the schedule website no less than ten (10) days in advance, and will reflect at least a one (1) month schedule. With the prior approval of the supervisor(s) and provided there is no penalty to the University, employees may agree to exchange days or shifts on a temporary basis.

B. The University will make a good faith effort to equalize required shift rotation and weekend work among employees in the same functional unit whenever this can be accomplished without interfering with efficient operations.

C. When an employee's shift has been changed, the University will make a good faith effort to schedule the employee to be off work for a minimum of two (2) shifts.

D. Except in emergencies, employees will not be required to work more than two different shifts in a workweek.

E. The University will attempt to grant at least two (2) weekends off per month.

F. The standard work schedule may be adjusted for the purpose of allowing alternative hours of work, which are mutually beneficial to all parties. A Pilot project may be developed allowing for an alternative schedule for a period of up to six (6) months. After the pilot project has concluded, both parties shall meet to discuss and evaluate whether the alternative schedule is mutually beneficial. Such request for consideration of an alternative schedule will be approved if the Director of University Health Services determines that the schedule is mutually beneficial. If such request is denied, the University will consult with the FNA if requested within fourteen (14) days of the request being denied.

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 and fifty cents (\$1.50) 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 hour of the employee's hourly base rate of pay for the first 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.

ARTICLE 15
LEAVE

15.1 Leaves. Employees may be granted leave as provided in University Regulations FSU-4.0015.

15.2 Leave to Supplement Workers' Compensation Benefits. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with University Regulations FSU-4.0015 (18).

ARTICLE 16
TRAINING AND EDUCATION

16.1 Professional Education.

A. In accordance with the University's established policies and procedures, an employee may be allowed time worked for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position, as provided below.

B. In addition to the time which may be allowed under paragraph 16.1 A. above, employees who are required, either by statute or by the official class specification, to meet mandatory continuing education requirements to renew current licensures in order to remain eligible to perform assigned duties, shall be granted at least two (2) days of time worked per fiscal year toward the fulfillment of such continuing education requirements. The course selection is at the employee's discretion and may not always be directly related to the employee's currently assigned duties, but the scheduling of such time worked is subject to the approval of the employee's supervisor.

16.2 Tuition-Free Course Program. The University is encouraged to accommodate employees seeking to take courses under any tuition-free course program, including providing flexible work schedules to accommodate such course enrollment whenever practicable.

16.3 Work Schedule. The University will make a good faith effort, in accordance with clinic scheduling requirements, to arrange a flexible work schedule for the employee who is seeking to further his/her education at an accredited institution of higher learning by taking course work which will improve the performance of official duties and improve the quality of public service.

16.4 Staff Development Funding.

A. Staff development provides opportunities for all employees to maintain and advance their skills and knowledge as it pertains to the performance of their job duties and employment with University Health Services.

B. Full time employees are eligible for staff development funding. Part time employees are eligible on a pro rated basis. The funding for full-time and part-time employees will be pro rated based on the employee's date of hire within the fiscal year.

C. Programs which are only partially applicable to an employee's duties and responsibilities may be approved for staff development.

D. Directed attendance.

1. Occurs when an employee attends a program or event that is directly related to the needs of the health center or performance of his/her job.

2. Occurs when an employee is instructed to attend a developmental/educational function to enhance job performance.

3. Occurs when an employee requires additional training/education because he/she has been assigned new duties and responsibilities.

4. Expenses connected to directed attendance may not be considered staff development expenses and may not be deducted from staff development allocations.

5. Directed attendance must be approved by the Director of University Health Services.

E. Allocation of Resources.

1. RN \$2000/5 days per fiscal year.

2. ARNP and RN supervisors \$2500/6 days per fiscal year.

If training is required by the employer, it will be funded by the University. This will not include training required to maintain the professional license, except as addressed in Section 16.4 E.

16.5 On-line Courses. An employee may be granted time worked to participate in on-line courses for either professional education under Article 16.1 or staff development under Article 16.4. Such participation must be requested by the employee at least 14 days in advance to allow for scheduling of the workforce. If approved, such time shall count towards the allowable days of time worked for professional education and staff development under this Article.

ARTICLE 17
DIFFERENTIAL PAY

An employee in a class that has been approved to receive shift differential, or covering a shift for an employee assigned to such a position, will receive a shift differential of 15% of the employee's base rate of pay for any scheduled evening and night hours worked (5:00 p.m. to 6:00 a.m.), and/or for any scheduled hours worked on Saturdays.

ARTICLE 18
WAGES

- 18.1 For Fiscal Year 2017-2018, the University will implement salary increases as follows:
- A. Each eligible in-unit employee, as defined herein, shall receive a 1.0% pay adjustment to the employee's June 30, 2017, base rate of pay, within two full pay periods after notification of ratification. Each eligible part-time employee shall receive a pay adjustment prorated based on the full-time equivalency of his or her position.
 - B. "Eligible employee" refers to an employee in regular status who, at minimum, has received a "Satisfactory" performance evaluation, or, if no evaluation has been done, is meeting his/her required performance standards.
 - C. To receive a pay adjustment, an eligible employee must be employed on or before January 1, 2017, and be in active payroll status on the date prior to implementation.
 - D. An employee not in active payroll status on the date prior to implementation, but who returns to pay status before June 30, 2018, will receive the pay adjustment at that time, as long as s/he meets all eligibility requirements outlined above.
 - E. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund will receive the pay adjustment 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.
- 18.2 The University will distribute merit increases on or before October 6, 2017, to eligible employees after the implementation of the 1% pay adjustment, whichever is later:
- A. Each eligible in-unit employee with an Above Satisfactory evaluation rating as of July 10, 2017, will receive a \$350.00 pay adjustment to the employee's base rate of pay.
 - B. Each eligible in-unit employee with an Exemplary evaluation rating as of July 10, 2017, will receive a \$700.00 pay adjustment to the employee's base rate of pay.
 - C. To receive a merit increase, an eligible employee must be employed on or before January 1, 2017; have no official University disciplinary action on file; and must not have received a merit increase in the 6 months prior to the effective date of the increase.
- 18.3 Each eligible in-unit employee in the classification of Advanced Registered Nurse Practitioner shall receive an equity pay adjustment on or before October 20, 2017, or after the implementation of the 1% pay adjustment and merit increase, whichever is later:
- A. Employees with a base rate of pay of less than \$81,000 will receive an increase to their annual base rate of pay equal to \$81,000.
 - B. Employees continuously employed by the University for fourteen (14) years with a base rate of pay of less than \$82,000 will receive an increase to their annual base rate of pay equal to \$82,000.
- 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.

ARTICLE 19
BENEFITS

19.1 Current Employees.

A. State Employee Health Insurance Program. The University and the FNA 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 Programs (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 12, 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.

19.2 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 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.

ARTICLE 20 DUES DEDUCTIONS

20.1 Deductions and Remittance.

A. During the term of this Agreement, the University will deduct FNA dues and other authorized deductions in an amount established by the FNA and certified in writing by the Executive Director of the FNA to the University, from an employee's pay for those employees who individually make such a request on the deduction form provided by the FNA and included as Appendix B of this Agreement. Such deductions will be made by the University when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the University.

B. Where an employee has been suspended or dismissed and subsequently returned to work with full or partial back pay, the University shall deduct the FNA membership dues that are owing for the period for which the employee receives back pay. Dues deduction will be resumed for such employees and those employees who return from leave.

C. The FNA shall advise the University of any increase in dues or other authorized deductions in writing at least thirty (30) days prior to its effective date.

D. This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

E. The University will not be required to process Dues Deductions Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the University more than sixty (60) days following the date of the employee's signature.

F. Deductions of dues and/or other authorized deductions, shall be remitted exclusively to the Executive Director of the FNA by the University within thirty (30) days after the deductions are made, or as soon as practical thereafter, along with a list containing the names of the employees for whom the remittance is made.

20.2 Insufficient Pay for Deduction. In the event an employee's salary earnings within any pay period are not sufficient to cover dues and any other authorized deductions, it will be the responsibility of the FNA to collect its dues and uniform assessments for that pay period directly from the employee.

20.3 Termination of Deduction. Deductions for FNA dues and other authorized deductions shall continue until either: (1) revoked by the employee by providing the University with thirty (30) days written notice that the employee is terminating the prior check off authorization, (2) revoked pursuant to Section 447.507, Florida Statutes, (3) the termination of employment, or (4) the transfer, promotion, or demotion of the employee out of the bargaining unit. If these deductions are continued when any of the above situations occur, the FNA shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

20.4 Indemnification. The FNA shall indemnify, defend, and hold the University, the State of Florida, and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the University, the State, or their officials, agents, and employees in complying with this Article. The FNA shall promptly refund to the University any funds received in accordance with this Article which are in excess of the amount of dues and other authorized deductions which the University has agreed to deduct.

20.5 Exceptions. The University will not deduct any Association fines, penalties, or special assessments from the pay of any employee.

ARTICLE 21
REPLACEMENT OF PERSONAL PROPERTY

21.1 Policy.

A. An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription eye wear, or such other items of personal property as have been given prior approval by the University as being required by the employee to adequately perform the duties of the position, will be reimbursed as provided herein.

B. A written report must be filed detailing the circumstances under which such property was damaged or destroyed.

21.2 Specific Reimbursement Allowances and Approvals.

A. The University shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - \$75;
2. Prescription eye wear - \$200 (including any required examination);
3. Other Items - The Chief Administrative Officer shall have final authority to determine the reimbursement value of any items other than watches or prescription eye wear; and
4. Total allowable per incident - \$500.

B. Such reimbursement shall be with the approval of the Chief Administrative Officer. Approvals shall not be unreasonably withheld.

ARTICLE 22
NO STRIKE

22.1 No Strike Agreement. Neither the Association nor any of its officers or agents, nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any prohibited activities as defined in Section 447.203 (6), Florida Statutes.

22.2 Penalty. Any or all employees who violate any provision of the law prohibiting strikes, or of this Article, will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the University shall not be subject to the grievance procedure established herein.

ARTICLE 23
PREVAILING RIGHTS

23.1 All pay and benefits provisions published in the University Regulations which are not specifically provided for or modified by this Agreement or by the Legislature shall continue in effect during the term of this Agreement.

23.2 Any claim by an employee concerning the application of such provisions shall not be subject to the grievance procedure of this Agreement, but shall be subject to the method of review prescribed by the University Regulations, or other appropriate administrative or judicial remedy.

ARTICLE 24
MANAGEMENT RIGHTS

The FNA agrees that the University has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of the University and each of its constituent departments and programs, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is the right of the University to direct their employees, take disciplinary action for proper cause, and relieve their employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement; provided, however, that the exercise of such rights shall not preclude an employee from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

ARTICLE 25
ENTIRE AGREEMENT

25.1 The University and the FNA acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters subject to collective bargaining, and that all of the understandings and agreements arrived at by the University and the FNA thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration. The University and the FNA during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to, or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

25.2 Modifications. Nothing herein shall preclude the University or the FNA from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

ARTICLE 26
SAVINGS CLAUSE

If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

**ARTICLE 27
DURATION**

27.1 This Agreement shall be effective on July 1, 2017, if ratified by both parties, or on the date it is ratified by both parties if ratification occurs after July 1, 2017, and shall remain in full force and effect through the thirtieth day of June 2020, with the exception that the following shall be subject to renegotiation for the 2018-2019 year:

- A. Wages (Article 18); and
- B. Benefits (Article 19).
- C. Up to two (2) additional articles may be chosen by each party.

Such renegotiations shall begin on or shortly after March 1, 2018, unless decided otherwise by mutual agreement.

27.2 Renegotiations for the 2019-2020 year shall begin on or shortly after March 1, 2019, unless decided otherwise by mutual agreement and shall include the following articles:

- A. Wages (Article 18); and
- B. Benefits (Article 19).
- C. One (1) additional article may be chosen by each party.
- D. One (1) additional article may be chosen by each party, upon mutual agreement.

27.3 Negotiations for a successor Agreement shall begin on or shortly after March 1, 2020, unless decided otherwise by mutual agreement. In the event that the University and the FNA fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may agree in writing to extend this Agreement for any period of time.

27.4 Emergencies. If the Governor determines that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the University during the time of the declared emergency, provided that wages and benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above would apply only to those employees permanently or temporarily assigned to such areas.

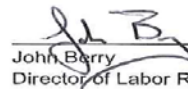
IN WITNESS THEREOF, the parties have set their signatures this 24th day of August, 2017.

FOR FLORIDA STATE UNIVERSITY:

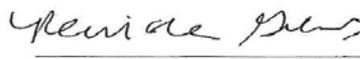


John Thrasher
President
Florida State University

FOR FLORIDA NURSES ASSOCIATION
Office & Professional Employees
International Union, Local 713, AFL-CIO:



John Barry
Director of Labor Relations and
Government Affairs
Florida Nurses Association



Renisha Gibbs
Associate Vice President, Human Resources
and Chief Negotiator



Don Slesnick
Chief Negotiator
Florida Nurses Association

Amy Magnuson
Allison Crume
Scott Otte
Ashlee Shafer
Lisa Scoles
Tracey Pearson
Kelly McLaughlin
Julie Ritter

Alice Laxton
Lane Curington
Debra Cole

APPENDIX A

The parties have agreed that the following class codes are included within the Professional Health Care Unit, and that this list may be amended by agreement of the parties or by order of the Florida Public Employees Relations Commission:

PROFESSIONAL HEALTH CARE, CERTIFICATION NO. 1467:

All full-time and part-time University employees occupying positions in classifications which meet the requirements of a "professional employee" as set forth in Section 447.203(13), Florida Statutes (1985), and whose work consists of the delivery of professional health care services to patients or clients through universities.

Also includes all full-time and part-time University employees in classifications which meet the requirements of a "professional employee" as set forth in Section 447.203(13), Florida Statutes (1987), and whose work requires them to spend a majority of their time performing duties of a supervisory nature for other professional health care employees included in this unit.

Class Code/Class Title

5292	Registered Nurse
5297	Advanced Registered Nurse Practitioner

APPENDIX B

FLORIDA NURSES ASSOCIATION
P.O. Box 6905, Orlando, Florida 32853
1235 E. Concord St., Orlando, Florida 32803
(407) 896-3261

FLORIDA STATE UNIVERSITY

DUES CHECKOFF AUTHORIZATION

I, _____
(Full Name - Print) (Social Security Number)

direct the University, to deduct from my regular bi-weekly or monthly salary the membership dues and uniform assessments, if any, as established from time to time by the employee organization certified to represent the bargaining unit indicated below.

The University is directed to begin the deduction that is appropriate for the option selected below with the first pay period following the date this authorization form is received by the University and to continue said deduction until: 1) revoked by me at any time upon thirty (30) days written notice to my employing university, 2) my transfer, promotion, or demotion out of this bargaining unit, 3) the termination of my employment, or 4) revoked pursuant to Section 447.507, Florida Statutes. The deductions made pursuant to this authorization shall be transmitted to the employee organization certified to represent this unit.

PROFESSIONAL HEALTH CARE UNIT (Check One Only)
PAYROLL DEDUCTION CODE FNAEU OPTION: A B C D E
() () () () ()

MY SIGNATURE HEREON IS AUTHORIZATION FOR THE FLORIDA STATE UNIVERSITY TO RELEASE MY SOCIAL SECURITY NUMBER IN REPORTING DUES DEDUCTIONS.

Date: _____ Signature: _____

Classification and Title: _____ Professional License No.: _____

Work Address: _____
(Street/P.O. Box) (City) (Zip)

Home Address: _____
(Street/P.O. Box) (City) (Zip)

Telephone No: _____
(Home) (Work)

AREA OF CLINICAL PRACTICE OR INTEREST:

Indicate 2 by Underlining

01 Community Health

02 Gerontological

03 Maternal & Child Health

04 Medical Surgical

05 Psychiatric/Mental Health

06 ARNP

Distribution of Copies

ORIGINAL - UNIVERSITY

1st COPY - ASSOCIATION

2nd COPY – EMPLOYEE

This grievance was received and filed with the University by (CHECK ONE):
____MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested);
____PERSONAL DELIVERY. *Personal Delivery requires signature of recipient; or*
____ELECTRONIC MAIL

Received by _____ Date _____

=====

FLORIDA STATE UNIVERSITY

FNA

APPENDIX C

GRIEVANCE

GRIEVANT NAME: _____

DEPT/DIV: _____

OFFICE PHONE: _____

FNA EMPLOYEE REPRESENTATIVE
NAME: _____

DEPT/ DIV: _____

OFFICE PHONE: _____

OFFICE ADDRESS: _____

All University communications shall go to the FNA Employee Representative at the above address.

STATEMENT OF GRIEVANCE -- must cite the specific Articles and Sections of the Agreement allegedly violated and the specific acts or omissions giving rise to the allegations:

REMEDY SOUGHT:

III. AUTHORIZATION

I will be represented in this grievance by: (check one - representative must sign on appropriate line):

_____ FNA _____

_____ Myself _____

_____ Other _____

I understand that if I seek resolution of this matter in any other forum, whether administrative or judicial, either prior to filing the grievance or while the grievance proceeding is in progress, the University shall have no further obligation to entertain or proceed further with the matter pursuant to this grievance procedure.

Signature of Grievant _____ Date _____
(The grievance will not be processed unless signed by the grievant.)

The Step 1 decision shall be transmitted to grievant's FNA Employee Representative by personal delivery with written documentation of receipt, by certified mail, return receipt requested, or Electronic Mail. A copy of this decision shall be sent to grievant and the local FNA Chapter if grievant elected not to be represented by the FNA.

This grievance was received and filed with the University by (CHECK ONE):
____ MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested); or
____ PERSONAL DELIVERY. *Personal Delivery requires signature of recipient; or*
____ ELECTRONIC MAIL

Received by _____ Date _____
=====

FLORIDA STATE UNIVERSITY
FNA

APPENDIX D
REQUEST FOR REVIEW OF STEP 1 DECISION OR MEDIATION

(CHECK ONE):
____ I request a review by the Chief Human Resources Officer or designee, pursuant to Article 5.2.B.1., or alternatively,
____ I request a mediation conference, pursuant to Article 5.2.B.3.

GRIEVANT NAME: _____

DEPT/DIV: _____

OFFICE PHONE: _____

FNA STAFF REPRESENTATIVE
NAME: _____

DEPT/ DIV: _____

OFFICE PHONE: _____

OFFICE ADDRESS: _____

All University communications should go to the grievant's FNA Staff Representative at the above address.

DATE OF STEP 1 DECISION: _____

DATE STEP 1 DECISION WAS RECEIVED BY GRIEVANT'S FNA EMPLOYEE REPRESENTATIVE: _____

Provisions of Agreement allegedly violated as specified at Step 1:

I hereby request that the Chief Human Resources Officer or designee review the decision issued at Step 1 or alternatively, I request for a mediation conference for the following reason(s):

REMEDY SOUGHT:

I will be represented in this grievance by (check one - representative should sign on appropriate line):

FNA _____

Myself _____

Other _____

Signature of Grievant _____ Date _____

(This request for review will not be processed unless signed by the grievant.)

A copy of the following documents must be attached to this Request at the time of its filing with the Chief Human Resources Officer or designee:

1. Appendix C - Original grievance form filed with the University.
2. Step 1 Decision, if issued by University.
3. All attachments to Step 1 Decision, as required in Section 5.2.

This request should be sent to:

FLORIDA STATE UNIVERSITY
HUMAN RESOURCES
6200 University Center (A)
Tallahassee, Florida 32306-2410

The Step 2 decision shall be transmitted to grievant's FNA Staff Representative by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Copies of this decision shall be sent to grievant, the University Management Representative, and to the Executive Director of the FNA if grievant elected not to be represented by the FNA.

This grievance was received and filed with the University by (CHECK ONE):
_____MAIL (CIRCLE ONE: certified, registered, restricted delivery, return receipt requested);
_____PERSONAL DELIVERY. *Personal Delivery requires signature of recipient; or*
_____ELECTRONIC MAIL.

Received by _____ Date _____
=====

**FLORIDA STATE UNIVERSITY
FNA**

**APPENDIX E
NOTICE OF ARBITRATION**

The Florida Nurses Association (FNA) hereby gives notice of its intent to proceed to arbitration in connection with the decision of the University dated _____ and received by the FNA Staff Representative on _____ in this grievance of:

NAME: _____

FILE NO.: _____

The following statement of issue(s) before the Arbitrator is proposed:

REMEDY SOUGHT:

Signature of FNA Representative _____ Date _____

I hereby authorize the FNA to proceed to arbitration with my grievance. I also authorize the FNA and the University or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

Signature of Grievant _____ Date _____
(This request for arbitration will not be processed unless signed by grievant.)

This notice should be sent to:
FLORIDA STATE UNIVERSITY
HUMAN RESOURCES
6200 University Center (A)
Tallahassee, Florida 32306-2410

**MEMORANDUM OF AGREEMENT
BETWEEN FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND THE FLORIDA NURSES ASSOCIATION, OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL 713, AFL-CIO**

December 2017 Winter Break Leave

WHEREAS, Florida State University Board of Trustees (hereinafter FSU) and the Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO (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 2017.

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 December 2017 Winter Break policy, FNA agrees to FSU implementing the winter break leave for covered employees as follows:

Friday, December 22, 2017	Winter Break Holiday
Monday, December 25, 2017	University Holiday
Tuesday, December 26, 2017	Winter Break Holiday
Wednesday, December 27, 2017	Winter Break Holiday
Thursday, December 28, 2017	Winter Break Holiday
Friday, December 29, 2017	Winter Break Holiday
Monday, January 1, 2018	University Holiday

The University will be closed from Friday, December 22, 2017, through Monday, January 1, 2018. The Christmas Holiday will be observed on Monday, December 25, 2017, and the New Year's Holiday will be observed on Monday, January 1, 2018. If an employee is required to work on the regular holiday or winter break holiday, they will receive up to eight hours per day of straight-time compensatory leave and/or winter break compensatory leave, respectively. The University will reopen for business on Tuesday, January 2, 2018.

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 December 31, 2018. Employees will be required to use the time before December 31, 2018, 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

1/10/17

Date

For FNA:



John Berry, Chief Negotiator

1/10/17

Date