
2021 - 2022 Supplemental Agreement to

Collective Bargaining Agreement

between

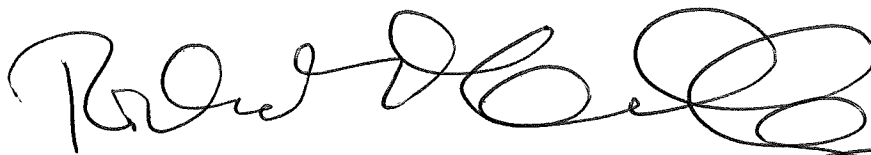
Florida State University

and

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

Professional Health Care Unit

Approved for Florida State University



**Richard McCullough
President, Florida State University**

9-9-21

Date

FNA 2021–2022 Reopeners
FSU Proposal #6-1
July 1, 2021

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.

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Renisha Gibbs

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Renisha Gibbs, Chief Negotiator

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John Berry

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John Berry, Chief Negotiator

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FNA 2021–2022 Reopeners
FSU Proposal # 14-1
July 1, 2021

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.

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ARTICLE 18 WAGES

18.1 Each eligible in-unit employee shall receive a one-time non-recurring ~~2500.00~~ ~~\$2750.00~~ ~~\$2,800.00~~ ~~\$3,000.00~~ \$3,150.00 bonus, subject to applicable taxes and withholdings, on or about ~~August 13~~ September 24, 2021, or within two pay periods after ratification. Each part-time employee shall receive a bonus payment prorated based on the full-time equivalency of their position.

A. To receive the one-time non-recurring bonus, the employee must be employed on or before June 1, 2021, and in active payroll status on ~~July 23~~ September 3, 2021.

B. An "eligible" employee must have received a "Satisfactory" evaluation, or if no evaluation has been done, meet their required performance standards. If an ineligible employee achieves performance standards subsequent to the one-time non-recurring bonus implementation date, but on or before June 30, 2022, they shall receive the one-time non-recurring bonus. Such delayed bonus shall be paid within two pay periods of the employee becoming eligible.

C. An employee not in pay status on ~~July 23~~ September 3, 2021, for the one-time non-recurring bonus, but who returns to pay status before June 30, 2022, will receive the one-time non-recurring bonus, as long as they meet all eligibility requirements. Such delayed bonus shall be paid within two pay periods of the employee becoming eligible.

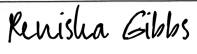

D. If an employee voluntarily terminates employment with the University within six months of receiving the non-recurring bonus, the employee will be required to repay the full bonus amount.

~~D.E.~~ Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund will receive the one-time non-recurring bonus equivalent to employees whose salaries are funded from E&G sources, provided that such funds are available with the contract, grant, auxiliary, or local fund.

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

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

18.4 Complaints with respect to the implementation of the bonus under this Article shall not be grievable.

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FNA 2021-2022 Reopener
FSU Proposal # 19-1
July 1, 2021

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 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.

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

Thanksgiving 2021 Fall Holiday and Winter Break Leave 2021

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 holiday leave policy for Thanksgiving 2021 and Winter Break 2021.

NOW, therefore, the Parties hereby agree as follows:

1. FSU acknowledges the obligation to bargain wages, hours, and terms and conditions of employment pursuant to Chapter 447, Florida Statutes.
2. With regard to the holiday and winter break leave, FNA agrees to FSU implementing the following schedule for covered employees as follows:

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

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

The University will be closed on the days designated above. If an employee is required to work on the fall break holiday, a regular University holiday, or a winter break holiday, they will receive up to eight hours per day of straight-time compensatory leave and/or winter break compensatory leave, respectively. Employees who have a work schedule other than Monday through Friday will earn straight time compensatory leave at an equivalent rate for non-

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

3. Compensatory leave earned over the Thanksgiving holiday will be paid out in December 2021 unless retained or used before the last day of the pay period for which the compensatory payout occurs. Employees who are considered essential and required to work during winter break will receive winter break compensatory leave to be used before June 30, 2022. Employees will be required to use the time before June 30, 2022, or lose it. Unlike other compensatory leave, there will be no "cash out" option for winter break compensatory leave.
4. Fall Break Holiday and Winter Break Leave are defined as leave taken during the holiday period without the use of accrued leave, including accrued vacation or sick leave.
5. 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.
6. The Parties agree that this Memorandum of Agreement will not set a precedent for future agreements.
7. 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:

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Renisha Gibbs

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Renisha Gibbs, Chief Negotiator

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