

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE FLORIDA BOARD OF EDUCATION

and

**FLORIDA NURSES ASSOCIATION, INC.
PROFESSIONAL HEALTH CARE UNIT**

(Effective July 1, 2002 through January 6, 2003)

TABLE OF CONTENTS

AGREEMENT	1
Article 1 - Recognition	1
Article 2 - Definitions	2
Article 3 - Reserved	3
Article 4 - Nondiscrimination	3
Article 5 - Employee Representation & FNA Activities	3
Article 6 - Grievance Procedure	7
Article 7 - Just Cause and Disciplinary Action	12
Article 8 - Layoffs and Recall	13
Article 9 - Reserved	13
Article 10 - Method of Filling Vacancies	13
Article 11 - Classification Review	13
Article 12 - Personnel Records	14
Article 13 - Safety	14
Article 14 - Performance Evaluations	15
Article 15 - Hours of Work	15
Article 16 - On-Call Assignment	16
Article 17 - Leave	17
Article 18 - Training and Education	17
Article 19 - Reserved	18
Article 20 - Reserved	18
Article 21 - Differential Pay	18
Article 22 - Reserved	18
Article 23 - Wages	19
Article 24 - Benefits	20
Article 25 - Reserved	21
Article 26 - Dues Deductions	21
Article 27 - Replacement of Personal Property	22
Article 28 - No Strike	23
Article 29 - Prevailing Rights	23
Article 30 - Management Rights	23
Article 31 - Entire Agreement	24
Article 32 - Savings Clause	24
Article 33 - Duration	24
Signature Page	26
APPENDIX A - List of FNA Represented Classes	27
Professional Health Care	27
APPENDIX B - Dues Authorization Form	28
APPENDIX C - Grievance	30
APPENDIX D - Request for Review of Step 1 Decision	32
APPENDIX E - Notice of Arbitration	34

AGREEMENT

This AGREEMENT is between the Florida Board of Education Board of Regents (hereinafter referred to as the Board), ~~State University System of Florida (hereinafter referred to as SUS)~~, and the Florida Nurses Association (hereinafter referred to as the FNA), representing the employees in the Professional Health Care Unit; and

WHEREAS, the 2001 Florida Legislature transferred the powers and duties of the Florida Board of Regents to the Florida Board of Education pursuant to Section 3, Chapter 2001-170, Laws of Florida; and

WHEREAS the Florida Board of Education succeeds the Board of Regents for the purposes of collective bargaining, and;

WHEREAS, it is recognized by the Board and 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 State government and its 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 State government; and both the Board 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 Board and FNA that terms and conditions of employment of employees are contained in this Agreement and in the SUS Employment Rules; and

WHEREAS, the above language is a statement of intent, and therefore not subject to the grievance procedure as outlined in Article 6;

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

**Article 1
RECOGNITION**

1.1 Inclusions.

A. The Board 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 SUS Professional Health Care Unit as defined in Certification No. 734 issued on November 26, 1986, by the Florida Public Employees Relations Commission **and as subsequently amended on September 27, 2001.**

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 Board establishes a new University Support Personnel System (hereinafter referred to as USPS) health care classification, the Board 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 "Chancellor" means the chief administrative officer of the Division of Colleges and Universities of the Florida Board of Education ~~State University System~~ or his/her representative.

2.2 "Chief Administrative Officer" means the President of a university in the State University System, or his/her representative.

2.3 "Days" means calendar days, excluding any day observed as a State holiday.

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

2.5 "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.

2.6 "Permanent 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.

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

2.8 "University" means one of the eleven ~~ten~~ universities in the State University System.

Article 3 RESERVED

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

**Article 4
NON-DISCRIMINATION**

4.1 Non-Discrimination Policy - State and Federal Law.

A. The Board and the FNA shall not discriminate against any employee based upon race, color, sex, religion, national origin, age, veteran status, disability, or marital status, nor shall the Board or 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.

4.2 Affirmative Action Program. The FNA agrees to support the universities' Affirmative Action Programs.

**Article 5
EMPLOYEE REPRESENTATION AND FNA ACTIVITIES**

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

5.2 Designation and Selection of Representatives.

A. The Executive Director of the FNA shall annually furnish to the Board, no later than July 1, a list of FNA Employee Representatives and FNA Staff Representatives who are designated to assist in processing grievances. This list shall include the social security number, class title, bargaining unit, and the name of the employing university of each FNA Employee Representative and the address and telephone number of the FNA Staff Representatives. The Board and universities 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 any one university may be designated as FNA Employee Representatives.

5.3 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 State 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

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

FBOE-FNA 2002-2003 COLLECTIVE BARGAINING AGREEMENT

**TENTATIVE AGREEMENT
FEBRUARY 8, 2002**

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.

5.4 Consultation.

A. Consultation with Chancellor. Meetings between the Chancellor and the Chancellor'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 Board 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 Board and the FNA understand and agree that such meetings shall not constitute or be used for the purpose of collective bargaining.

B. Consultation with Presidents. The Presidents or their representatives on each campus shall meet with FNA Employee Representatives to discuss matters pertinent to the implementation or administration of this Agreement, university actions affecting terms and conditions of employment unique to the university, or any other mutually agreeable matters. The meetings shall be held on a mutually convenient date. 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 may be used to resolve problems regarding the implementation and administration of the Agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

C. 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.

5.5 Bulletin Boards.

A. Where requested in writing, the Board agrees to furnish in a permanent SUS facility to which any employees are assigned, wall space for FNA purchased bulletin boards.

B. The materials posted on the boards shall be related only to FNA matters and shall not contain anything reflecting adversely on the State University System 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.

5.6 Agendas, Rules and Employee Information Provided.

A. The Board shall provide the FNA with a copy of the following documents:

1. Agendas and minutes of the meetings of the Board of Regents; and
2. Board rules published under the Administrative Procedures Act.

B. Upon written request of the FNA, the Board 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.

C. Each university shall provide the local FNA chapter with a copy of its personnel rules published under the Administrative Procedures Act. The university shall also maintain a copy of SUS and

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

FBOE-FNA 2002-2003 COLLECTIVE BARGAINING AGREEMENT

**TENTATIVE AGREEMENT
FEBRUARY 8, 2002**

University Employment Rules in a location within the university accessible to employees and employees shall be notified of such location.

D. At least 21 days prior to the adoption or amendment of any university personnel rule 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 rule, a brief explanation of the purpose and effect of the proposed rule, and the name of a person at the university to whom the FNA may provide comments, concerns, or suggested revisions. (This notice provision will not apply where a rule is promulgated as an emergency rule under the provisions of Chapter 120.) 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 5.4 to discuss the proposed revisions to a university personnel rule, however, the FNA must request such consultation within 10 days of receipt of notice of the proposed rule revision.

5.7 Negotiations.

A. The FNA agrees that all collective bargaining is to be conducted with Board representatives designated for that purpose by the Chancellor. While negotiating meetings shall normally be held in Tallahassee, the Board and the FNA may agree to meet elsewhere at a State University System facility or other location which involves no rental cost to the Board. There shall be no negotiation by the FNA at any other level.

B. The FNA may designate in writing no more than five 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.

5.8 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 Board. 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 SUS 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 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.

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

Article 6
GRIEVANCE PROCEDURE

6.1 Policy.

A. The Board 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 thirty (30) 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. A grievance which involves grievants at two or more universities may be initiated by FNA at Step 2.

D. "Management Representative" means an individual designated to hear grievances on behalf of a 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 in that 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 Chief Administrative Officer or Chancellor 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.

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

FBOE-FNA 2002-2003 COLLECTIVE BARGAINING AGREEMENT

**TENTATIVE AGREEMENT
FEBRUARY 8, 2002**

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 Board or 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 Board, 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, request for review, 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.

6.2 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 if no postponement is requested, or receipt of written notice that the grievant wishes to proceed with the Step 1 meeting if a postponement was previously requested. 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 therefor, to 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 or by certified mail, return receipt requested.

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

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

FBOE-FNA 2002-2003 COLLECTIVE BARGAINING AGREEMENT

**TENTATIVE AGREEMENT
FEBRUARY 8, 2002**

written request for review with the Chancellor, on a Request for Review of Step 1 Decision form, as set forth in Appendix D of this Agreement, within thirty (30) days following receipt of the Step 1 decision by grievant's FNA Employee Representative or FNA Staff Representative. The Chancellor 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 Chancellor shall issue a written decision, stating the reasons therefor, 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 or by certified mail, return receipt requested.

C. Step 3 - Arbitration.

1. If the grievance is not resolved at Step 2, the FNA Staff representative may appeal the Step 2 decision to arbitration on a Notice of Arbitration form, as set forth in Appendix E of this Agreement, within thirty (30) days after receipt of the decision. 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.

2. The Board 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 seven (7) permanent arbitrators, selected by the Board and the FNA to serve for any case or cases submitted. If agreement is not reached on one or more of the seven (7) arbitrators within sixty (60) days following the signing of the Agreement or its effective date, whichever is later, either party may request the Public Employees Relations Commission to provide a list of fifteen (15) arbitrators. The Board and the FNA shall select the arbitrator(s) by alternately striking from the list until the required number 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 hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing 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 6.2.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 Board, 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 sixty (60) 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

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

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 rules 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 thirty (30) 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; however, the Board shall provide for one witness to participate in the arbitration hearing on behalf of the grievant with no loss of pay or benefits. 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.

6.3 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.

6.4 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 permanent status can file only non-disciplinary grievances under this Agreement, which may be processed only to Step 2 as provided in this Article.

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

Article 7
JUST CAUSE AND DISCIPLINARY ACTION

7.1 Policy. The Board 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.

7.2 Just Cause. Disciplinary actions administered to permanent status employees may be taken only for just cause. An employee who has not attained permanent status shall not have access to the grievance procedure in Article 6 when disciplined.

7.3 Grievability.

A. Suspensions, demotions, reductions in base pay, and terminations are subject to Article 6, Grievance Procedure.

B. Written Reprimands.

1. Written reprimands shall be subject to the grievance procedures in Article 6, but only through Step 2.

2. Written reprimands shall not be used in later disciplinary actions against an employee provided the employee has maintained a discipline-free work record for at least two (2) consecutive years. Such written reprimands shall be 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 6, but only through Step 1.

2. Oral reprimands shall not be used in later disciplinary actions against an employee 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.

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

**Article 8
LAYOFFS AND RECALL**

8.1 Layoffs. When employees are to be laid off, the university shall implement such layoff in accordance with procedures contained in SUS Employment Rule 6C-5.955(2).

8.2 Recall. When a vacancy occurs or a new position is established, laid off employees shall be recalled in accordance with the procedures contained in SUS Employment Rule 6C-5.955(2)(l).

**Article 9
RESERVED**

**Article 10
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 fitness 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. Except where a vacant position is filled by demotion, change in assignment to a different position in the same class or a different class with the same pay range maximum, or internal promotion, the university shall interview at least two of its employees who are eligible under this Section and who have met the advertised requirements for the position, provided at least two have applied. Employees who have attained permanent 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 11
CLASSIFICATION REVIEW**

11.1 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 under the USPS complaint procedure set forth in SUS Employment Rule 6C-5.950(3)(a). The employee has the right to FNA representation at the complaint review meeting.

11.2 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.

11.3 An employee may appeal through Step 2 of the grievance procedure the assignment of duties which the employee alleges jeopardizes the employee's professional license.

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

**Article 12
PERSONNEL RECORDS**

12.1 There shall be only one official personnel file for each employee, which shall be maintained in the central personnel/human resources office of the employing university unless a different location is approved by the Chief Administrative Officer. Duplicate personnel files may be established and maintained within a 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.

12.2 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.

**Article 13
SAFETY**

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

13.2 When an employee believes that a condition exists at a 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.

13.3 Complaints which arise under this section shall be grievable, but only to Step 2 of the grievance procedure of Article 6.

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

Article 14
PERFORMANCE EVALUATIONS

14.1 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.

D. The universities will make a good faith effort to provide employees and supervisors with training in performance evaluation procedures.

14.2 Failure to Meet Performance Standards.

A. Where an employee who has attained permanent status in the class does not meet performance standards, the university shall develop a performance plan intended to correct 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 no sooner than thirty (30) days after receipt of the improvement plan if adequate improvement in performance is not made.

14.3 Grievability. A grievance may be filed only by an employee with permanent status who is demoted or dismissed for an evaluation of not meeting performance standards pursuant to the provisions of Section 7.3A.

Article 15
HOURS OF WORK

15.1 Workweek. In cases where the Board 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).

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

15.2 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 no less than twice during the fiscal year, no later than December 31 and June 30.

C. Work beyond the normal workweek shall be recognized in accordance with the provisions of SUS Employment Rules and the Fair Labor Standards Act.

15.3 Rest Periods. 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.

15.4 Work Schedule.

A. Except in emergency situations, normal work schedules showing the employees' shifts, workdays, and hours will be posted on applicable bulletin boards 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. Each 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, each 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. Each university will attempt to grant at least two (2) weekends off per month.

**Article 16
ON-CALL ASSIGNMENT**

16.1 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

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

leave word where the employee may be reached by telephone or by other electronic signaling device in order to be available to perform assigned duties as required.

16.2 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 State University System hourly minimum for the employee's class for each hour such employee is required to be available.

**Article 17
LEAVE**

17.1 Leaves. Employees may be granted leave as provided in SUS Employment Rule 6C-5.920.

17.2 Leave to Supplement Workers' Compensation Benefits. An employee is eligible to use paid leave to supplement Workers' Compensation benefits in accordance with SUS Employment Rule 6C-5.920(16).

**Article 18
TRAINING AND EDUCATION**

18.1 Professional Education.

A. In accordance with the university's established policies and procedures, an employee may be allowed administrative leave 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 18.1 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 two (2) days administrative leave per calendar 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

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

scheduling of such administrative leave is subject to the approval of the employee's supervisor.

18.2 Tuition-Free Course Program. Each University is encouraged to accommodate employees seeking to take courses under the tuition-free course program referenced in SUS Employment Rule 6C-5.930, including providing flexible work schedules to accommodate such course enrollment whenever practicable.

18.3 Work Schedule. Each university will make a good faith effort 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.

**Article 19
RESERVED**

**Article 20
RESERVED**

**Article 21
DIFFERENTIAL PAY**

Shift differential pay will be administered in accordance with the provisions of SUS Employment Rule 6C-5.915(6)(g), but in no case will the differential pay be less than one dollar (\$1.00) per hour.

**Article 22
RESERVED**

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

Article 23

WAGES

The increases described below were provided by the Legislature in the 2002-2003 General Appropriations Act. Funds will be distributed in accordance with the 2002-2003 General Appropriations Act.

23.1 Salary Increases.

A. Each eligible employee shall receive a competitive pay adjustment of 2.5% to the employee's September 30, 2002, base rate of pay effective October 1, 2002.

B. If the competitive pay adjustment is less than \$600, each eligible, full-time employee shall receive an additional increase which provides the employee a total annualized increase of \$600.00.

C. Each eligible part-time employee in an authorized position shall receive a prorated portion of the competitive pay adjustment provided to full-time employees and shall receive a prorated portion of the additional amount necessary to assure the annualized minimum adjustment.

D. Each step of the step pay plan will be increased by 2.5%.

23.2 Employees are eligible for the increases referenced in Section 23.1 unless an employee has a current performance evaluation of not meeting performance standards/expectations in effect on the date of the general salary increase. The employee shall receive such increase when the employee attains at least an achieves, satisfactory, or meets performance standards/expectations evaluation prior to **July 1, 2003**. Such delayed increase shall be effective on the date of that performance evaluation and shall not be retroactive.

23.3 Each university may provide salary additives to eligible employees it selects for special assignments. Salary additives may also be provided in recognition of an eligible employee's having obtained an advanced degree, certification, or credentialing associated with the employee's professional obligations. The amount of such additives shall be in increments of one or more steps on the step pay plan. These additives are not included in an employee's base salary rate on which future salary increases are calculated.

23.4 Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the Board or its representatives shall seek to have the contract or grant

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

modified or the auxiliary or local fund authorize additional funding to permit such increases.

23.5 Complaints with respect to the distribution of salary increases or additives under this Article shall not be grievable.

Article 24

BENEFITS

24.1 Current Employees.

A. State Employee Health Insurance Program. The Board 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 universities' 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 a 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 7, or as evidence of a performance deficiency within the evaluation process referenced in Article 14, 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.

24.2 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 from which they retired, subject to university rules 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 240.235(3), Florida Statutes.

**Article 25
RESERVED**

**Article 26
DUES DEDUCTIONS**

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

26.1 Deductions and Remittance.

A. During the term of this Agreement, the universities 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 Board, 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 Board 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 other authorized deductions, shall be remitted exclusively to the Executive Director of the FNA by the universities 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.

26.2 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.

26.3 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 checkoff 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.

26.4 Indemnification. The FNA shall indemnify, defend, and hold the Board, 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 Board, the State, or their officials, agents, and employees in complying with this Article. The FNA shall promptly refund to the universities any funds received in accordance with this Article which are in excess of the amount of dues and other authorized deductions which the Board has agreed to deduct.

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

**Article 27
REPLACEMENT OF PERSONAL PROPERTY**

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

27.1 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.

27.2 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 28
NO STRIKE**

28.1 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, Florida Statutes.

28.2 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 29
PREVAILING RIGHTS**

29.1 All pay and benefits provisions published in the SUS Employment Rules 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.

29.2 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 SUS Employment Rules, or other appropriate administrative or judicial remedy.

**Article 30
MANAGEMENT RIGHTS**

The FNA agrees that the Board has and will continue to retain, whether exercised or not, the right to

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

determine unilaterally the purpose of each of its constituent universities, 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 universities 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 31
ENTIRE AGREEMENT**

31.1 The Board 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 Board 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 Board 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.

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

**Article 32
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, rule, 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 33
DURATION**

33.1 This Agreement shall be effective on July 1, 2002, ~~the date of ratification~~ and shall remain in full force and effect through January 6, 2003, ~~the thirtieth day of June, 2002~~ with the exception that the following shall be subject to renegotiation for the 2000-01 year:

- ~~_____ A. _____ Wages (Article 23); and~~
- ~~_____ B. _____ Benefits (Article 24).~~

~~_____ Additional articles may be reopened only upon mutual agreement of the parties. Such renegotiations shall begin no later than November 1, 1999.~~

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

FBOE-FNA 2002-2003 COLLECTIVE BARGAINING AGREEMENT

**TENTATIVE AGREEMENT
FEBRUARY 8, 2002**

~~33.2 — Renegotiations for the 2001-2002 year shall begin no later than November 1, 2000, and shall include the following articles:~~

- ~~_____ A. _____ Wages (Article 23); and~~
- ~~_____ B. _____ Fringe Benefits (Article 24).~~

~~Additional articles may be reopened only upon mutual agreement of the parties.~~

~~33.3 — Negotiations for a successor Agreement shall begin no later than October 1, 2001. In the event that the Board 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.~~

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

RESERVED FOR SIGNATURE PAGE.

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

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. 734:

All full-time and part-time SUS 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 SUS 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

5203	Dietician
5218	Senior Dietician
5221	Dietician Supervisor
5230	Psychological Specialist
5290	Registered Nurse
5292	Senior Registered Nurse
5294	Registered Nurse Specialist
5297	Advanced Registered Nurse Practitioner
5306	Registered Nurse Supervisor
5308	Senior Registered Nurse Supervisor
5311	Student Health Services Manager
5312	Senior Registered Nurse Specialist
5395	Occupational Therapist
5406	Speech-Language Pathologist/Audiologist

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

APPENDIX B

FLORIDA NURSES ASSOCIATION
P.O. Box 6905, Orlando, Florida 32853
1235 E. Concord St., Orlando, Florida 32803
(305) 896-3261

FLORIDA BOARD OF EDUCATION

STATE UNIVERSITY SYSTEM
DUES CHECKOFF AUTHORIZATION

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

of the _____,
(University) (Division)

direct the Board of Regents, by and through my employing university, to deduct from my regular biweekly 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 my employing 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 0675 OPTION: A B C D E
() () () ()
()

MY SIGNATURE HEREON IS AUTHORIZATION FOR THE STATE UNIVERSITY SYSTEM 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)

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

FBOE-FNA 2002-2003 COLLECTIVE BARGAINING AGREEMENT

**TENTATIVE AGREEMENT
FEBRUARY 8, 2002**

Telephone No: _____ (Home) _____ (Work)

AREA OF CLINICAL PRACTICE OR INTEREST:

Indicate 2 by Underlining

- | | | | |
|----|-------------------------|----|---------------------------|
| 01 | Community Health | 04 | Medical Surgical |
| 02 | Gerontological | 05 | Psychiatric/Mental Health |
| 03 | Maternal & Child Health | 06 | ARNP |

Distribution of Copies
ORIGINAL - UNIVERSITY
1st COPY - ASSOCIATION
2nd COPY - EMPLOYEE

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

=====
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.

Received by _____ Date _____

=====
FLORIDA BOARD OF EDUCATION

STATE UNIVERSITY SYSTEM OF FLORIDA _____
BOR-FNA

APPENDIX C
GRIEVANCE

GRIEVANT NAME: _____
UNIVERSITY: _____
DEPT/DIV: _____

OFFICE PHONE: _____
FNA EMPLOYEE REPRESENTATIVE
NAME: _____

UNIVERSITY: _____
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:

(See page 2 for additional requirements)

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 Board or

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

FBOE-FNA 2002-2003 COLLECTIVE BARGAINING AGREEMENT

**TENTATIVE AGREEMENT
FEBRUARY 8, 2002**

universities 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 or by certified mail, return receipt requested. 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.

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

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

Received by _____ Date _____

FLORIDA BOARD OF EDUCATION

STATE UNIVERSITY SYSTEM OF FLORIDA
BOR -FNA

APPENDIX D
REQUEST FOR REVIEW OF STEP 1 DECISION

GRIEVANT NAME: _____

UNIVERSITY: _____

DEPT/DIV: _____

OFFICE PHONE: _____

FNA STAFF REPRESENTATIVE

NAME: _____

UNIVERSITY: _____

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 Chancellor or representative review the decision issued at
Step 1 for the following reason(s):

REMEDY SOUGHT:

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

Signature of Grievant Date

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

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

_____ FNA _____
_____ Myself _____
_____ Other _____

A copy of the following documents must be attached to this Request at the time of its filing with the Chancellor or representative:

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 6.3.

This request should be sent to:

OFFICE OF HUMAN RESOURCES
FLORIDA BOARD OF EDUCATION ~~BOARD OF REGENTS, STATE~~
~~UNIVERSITY SYSTEM OF FLORIDA~~
325 W. Gaines St., Rm. **1502** 4614
Tallahassee, Florida 32399-1950

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.

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

=====

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

FLORIDA BOARD OF EDUCATION

STATE UNIVERSITY SYSTEM OF FLORIDA

BOR -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 Chancellor dated _____ and received by the FNA Staff Representative on _____ in this grievance of:

NAME: _____

FBOE-BOR 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 Board ~~of Regents~~ 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.

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN

FBOE-FNA 2002-2003 COLLECTIVE BARGAINING AGREEMENT

**TENTATIVE AGREEMENT
FEBRUARY 8, 2002**

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

This notice should be sent to:

OFFICE OF HUMAN RESOURCES
FLORIDA BOARD OF EDUCATION ~~BOARD OF REGENTS, STATE UNIVERSITY SYSTEM OF~~
FLORIDA
325 W. Gaines St., Rm. **1502** 4614
Tallahassee, Florida 32399-1950

Approved: _____
Gloria Baragona

Approved: _____
Leslie Homsted, RN