



AGREEMENT

THE STATE OF FLORIDA

and

**FEDERATION OF
PHYSICIANS AND
DENTISTS/AHPE**

**Selected Exempt Supervisory
Non-Professional Unit**

July 1, 2006 through June 30, 2009

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AGREEMENT

This agreement is between the STATE OF FLORIDA, hereinafter called the State and the Federation of Physicians and Dentists/Alliance of Healthcare and Professional Employees, hereinafter called the Union, representing the employees in the Selected Exempt Supervisory Non-Professional Unit.

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I 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 protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State Government; and

WHEREAS, it is the intent of the parties to this Contract to set forth the entire agreement with respect to matters within the scope of negotiations; 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 parties do agree as follows:

Article 1 RECOGNITION

SECTION 1 – Recognition

(A) In accordance with Section 447.203(2), Florida Statutes, the State hereby recognizes the Federation of Physicians and Dentists as the exclusive representative for all employees included in the Selected Exempt Supervisory Non-Professional Unit.

(B) The bargaining Unit for which this recognition is accorded is as defined in Certification Number 1382 issued by the Florida Public Employees Relations Commission, hereinafter referred to as "PERC," issued on December 19, 2002.

(C) This Agreement includes all full-time and part-time employees in the occupational level positions listed in Appendix A of this Agreement.

SECTION 2 - Exclusions

Specifically excluded are managerial employees and confidential employees and any other employees represented by another exclusive bargaining agent.

SECTION 3 - Pay Band and Occupational Level Changes

In instances where the State of Florida determines that a unit position or occupational level warrants assignment to a different pay band, a position outside this bargaining unit, or a different collective bargaining unit, the union will be provided with ten (10) calendar days notice and an opportunity to consult. The union may request impact bargaining in accordance with applicable law.

Article 2 GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

**Article 3
DUES CHECKOFF**

SECTION 1 - Deductions

(A) The State, by and through its respective agencies, agrees to deduct Union membership dues, uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed to by the State and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the State, from the pay of those employees in the Unit who individually make such request on a written checkoff authorization form provided by the Union (Appendix B). Such deduction will be made by the agency 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 State.

(B) The Union shall advise the State of any uniform assessment or increase in dues in writing at least thirty (30) days prior to its effective date.

(C) 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.

(D) Employee organization dues deduction will be provided for the certified bargaining agent only.

SECTION 2 - Remittance

(A) Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the State, on either a biweekly or monthly cycle along with a list containing names, employee numbers, Department or Agency and amount deducted of the employees for whom the remittance is made. The union shall pay the cost for dues deduction set-up.

(B) Employees' transfers or promotions within the certified bargaining unit shall not require the submission of new dues authorization forms.

SECTION 3 - Termination of Deduction

Deduction for Union dues and/or uniform assessments shall continue until either; (1) revoked by the employee by providing the State and the Union with thirty (30) days written notice of terminating his check-off authorization, (2) revoked pursuant to Section 447.507, Florida Statutes, (3) the termination of employment, or (4) the movement of the employee out of this bargaining unit.

SECTION 4

The State shall not deduct any Union fines, penalties, or special assessments from the pay of an employee.

**Article 4
NO DISCRIMINATION**

SECTION 1 – Non-Discrimination Policy - Age, Sex, Race, Color, Religious Creed, National Origin, Physical Handicap

(A) The State and the Union shall not discriminate against any employee for any reason prohibited by law. Consistent with Chapter 447, Florida Statutes, public employees in the State of Florida have the right to self-organization, to form, join, or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

(B) The Union shall have the right to consult on issues of discrimination or sexual harassment with an agency head or his designee.

(C) Any claim of discrimination or sexual harassment may only be pursued through any available state or federal law or regulation but not the grievance procedure of this contract.

Section 2 – Non-Discrimination Union Activities

(A) Neither the State nor the Union shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and the Union shall not discriminate against any such employee because of membership or non-membership in any employee organization. However, the Union is not obligated to represent a non-member with respect to grievances and/or any arbitration or administrative proceeding.

(B) Claims of Union discrimination against the State, its officers or representatives shall be remedied *only* through the Public Employees Relations Commission or other such administrative proceedings provided by law.

Article 5 UNION ACTIVITIES AND EMPLOYEE REPRESENTATION

SECTION 1 – Union Seminars and Conventions

A designated Union representative may be granted leave without pay for his attendance at regularly scheduled Union seminars and conventions.

SECTION 2 - Consultation Meetings

(A) Upon request by the Union, the Secretary of the Department of Management Services or his designee or the agency head or his designee shall meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the State and the Union.

(B) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any activity which affects Unit employees. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.

(C) Any decision(s) reached through consultation meetings shall be reduced to writing by the State and a copy shall be furnished to the Union.

SECTION 3 - Bulletin Boards

(A) Union bulletin boards may be used to communicate with and inform unit employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of Union members. Notices posted on these bulletin boards shall not contain inflammatory material about the State or any of its officers or employees; nor shall any posted material violate or have the effect of violating any law, rule or regulation.

(B) Posted notices must be dated and bear the signature of the Union's authorized representative.

(C) A violation of these provisions shall be a basis for removal of bulletin board privileges by the agency head.

SECTION 4 - Employee Lists

The State will upon request, on a quarterly basis, provide the Union with a list giving the name, home address on file, position title, and gross salary for each employee in the bargaining unit. This list will be prepared on the basis of the latest information on file at the time the list is

prepared.

SECTION 5 – Broad Banding Occupational Level Lists

Upon request, the State will provide a list of position occupational levels for bargaining unit members to the authorized Union representative.

SECTION 6 - Representative Access

(A) The State agrees that designated representatives of the Union, whether local, state or national Union representatives, shall have access to the premises of the State where bargaining unit members are employed, consistent with applicable law.

(B) If any area of the State's premises is restricted to the public, permission may be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and only for the purpose of investigating an employee's grievance.

SECTION 7 – Negotiation Committee

(A) The Union may designate certain employees within the Unit to serve on its Negotiation Committee, and such employees will be granted time off with pay to attend negotiating sessions with the State. No individual employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is in negotiations. The total number of hours paid all employees on the Negotiation Committee during the term of the Agreement shall not exceed two hundred fifty (250) hours. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(B) No more than one (1) employee shall be selected from the same work unit at any one time, nor shall the selection of any employee unduly hamper the operations of the work unit.

**Article 6
GRIEVANCE PROCEDURE**

It is the policy of the State and Union to encourage informal discussions between supervisors and employees regarding employee concerns. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to a formal grievance procedure.

SECTION 1 - Definitions

(A) A "grievance" shall mean a complaint by an employee, in the bargaining unit, or the Union that there has been a violation or misinterpretation of any of the provisions of this Agreement.

(B) "Employee" shall mean an individual employee having a grievance.

(C) "Days" shall mean calendar days, excluding any days observed by the State as a holiday for State employees.

(D) "Required Participant" means any employee whose presence at a grievance meeting has been determined necessary by the agency.

(E) "Union Representative" means any Union designated representative.

SECTION 2 - Election of Remedy

An employee shall have the option of utilizing the redress procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

SECTION 3 - Union Representation

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provisions of this Article) whether or not he shall be

represented by the Union. When an employee has elected Union representation, both the employee and the Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union representative, and any decision mutually agreed to by the State and the Union shall be binding on the employee.

(B) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this collective bargaining Agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

(C) The Executive Director of the Union shall furnish to the State a list of Union Representatives and the State will not recognize any person as a Union Representative whose name does not appear on the list.

(D) If a grievance meeting is held 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 regular working hours shall not be deemed time worked.

SECTION 4 - Procedures

(A) 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 State to take the action complained of; subject, however to the final disposition of the grievance.

(B) The resolution of the grievance prior to its submission at Step 2 shall not establish a precedent binding on either the Union or the State in other cases.

(C) A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, that the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.

(D) Grievances shall be presented and adjusted in the following manner.

(1) Informal Discussion

(a) An employee having a grievance may, within fourteen (14) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.

(b) If the grievance is not resolved by such informal discussion, the employee may, within fourteen (14) days after the date of that discussion, submit a formal written grievance at Step 1 of this procedure.

(2) Step 1

(a) In filing a grievance at Step 1, the employee shall submit to the Step 1 management representative or designee a grievance form, to be supplied by the Union, setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or designee shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within fourteen (14) days following the receipt of the written grievance.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the agency head or his designee within fourteen (14) days after receipt of the decision at Step 1.

(b) The agency head or his designee may have a meeting with the Union Representative to discuss the grievance. The agency head or his designee shall communicate a decision in writing to the employee and to the Union Representative within twenty-one (21) days of receipt of the written grievance.

(4) Step 3 - Arbitration

(a) If the grievance is not resolved at Step 2, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form (to be supplied by the Union) within fourteen (14) days after receipt of the decision at Step 2.

(b) The arbitrator shall be one person from a panel of three (3) permanent arbitrators, mutually selected by the State and the Union to serve in rotation for any case or cases submitted.

(c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities. If mutual agreement cannot be reached the arbitration hearing shall be held in the city of Tallahassee.

(d) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, such decision shall be final and binding on the State, the Union, the grievant(s), and the employees in the bargaining Unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

3. The arbitrator shall have no authority to determine any issues other than those issues raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.

5. The arbitrator shall be without power or authority to make any decision:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

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.

c. Which has the effect of restricting the discretion of an agency head as otherwise granted by law; or

d. That is based solely upon an agency past practice or policy unless such agency practice or policy is contrary to law.

(e) The reasonable fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(f) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

(5) Time Limits

(a) Failure to initiate or appeal a grievance within the time limits in Section 4 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 employee, or the Union where appropriate, to proceed to the next step.

(c) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing, in any specific instance, by mutual agreement.

(d) Claims of either an untimely filing or untimely appeal shall be made at the step in question, or will be considered waived.

(6) Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.

(7) The parties may agree to submit a grievance or number of grievances for mediation. The mediator, upon the agreement of the parties, may make a recommended decision. Any recommended decision by a mediator shall not be admissible for any purpose at an arbitration.

Article 7 EMPLOYEE STANDARDS OF CONDUCT

SECTION 1 - Employee Representation Right

An employee may request a union representative be present to advise and/or assist the employee during any investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. The purpose of the investigation will be explained to the employee at the beginning of the meeting.

SECTION 2 - Employee Election

An employee's rights are not violated where an investigatory proceeding takes place and the employee has failed to request representation, unless the employer failed to advise the employee of the purpose of the meeting.

SECTION 3 - State Denial of Representation

The employer may refuse a request for a union representative during an investigatory interview not intended to lead to the discipline of the interviewed employee. If the interview transitions to questions, which may lead to the discipline of the interviewed employee, he or she may have union representation for the interview to continue.

SECTION 4 - Standards of Conduct

(A) The Selected Exempt Service, to which occupational level positions within this Unit are assigned, is designed to provide the delivery of high quality performance in selected positions by facilitating the State's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs.

(B) The duties and responsibilities for each of the occupational level positions are assigned by the respective agencies.

(C) Each Unit employee shall serve at the pleasure of the agency head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion and upon prior consideration of the agency head or designee.

(D) If not available electronically, the State will, upon the payment of appropriate costs, provide the union with copies of any public records related to all personnel actions. All requests shall be provided in accordance with Chapter 119, Florida Statutes.

**Article 8
EMPLOYEE RIGHTS**

(A) Employees shall have the rights afforded by the Florida Constitution and Chapter 447, Florida Statutes including the right to join, participate in or refrain from joining or participating in a union; the right to be represented or refrain from being represented in determinations of grievances pursuant to Article 6; and the right to negotiate collectively with the State in the determination of the terms and conditions of their employment.

(B) The State shall not assist a creditor in collecting any debt unless required by court order or applicable law.

(C) Employee participation in charitable drives is voluntary.

(D) Employees shall not be subjected to prohibited personnel practices or policies.

(E) Each employee shall be provided access to a current copy of his current job description.

(F) Where an agency currently provides a toll allowance to employees subject to tolls to access their work place, the practice shall continue during the term of this agreement to the extent consistent with law.

(G) Employees with the Department of Children and Families, Department of Health, Department of Juvenile Justice and Department of Corrections can seek restitution for property damage or direct medical expenses for injuries caused by sheltered children, foster children, or escapees, inmates or patients of State's institutions in accordance with Section 402.181, Florida Statutes. If any agency with employees covered by this agreement develops a policy for reimbursement for personal property covering FPD unit employees, the entitlement to such reimbursement shall be incorporated therein by reference.

(H) Employees currently receiving clothing allowances will continue to receive these allowances at existing levels.

**Article 9
VACANT**

**Article 10
CAREER OPPORTUNITIES**

The State and the Union agree that with the advent of online information regarding career opportunities within the Selected Exempt Service, employees have access to information regarding career opportunities. An employee who believes that he is qualified for a posted position will be provided an opportunity to submit an application for a career opportunity. The employee shall receive an acknowledgement of receipt of the application.

**Article 11
CLASSIFICATION AND PAY PLAN**

(A) The Department of Management Services shall continue to maintain a classification and pay plan, applicable to all positions in this Unit, designed to attract and retain qualified personnel consistent with applicable law, or rules and regulations. When the Department of Management Services conducts a comparison between the salaries and benefits of private and public sector employees performing the same or similar job responsibilities, such information shall be provided to the Union.

(B) The employing agency shall continue to maintain a position description for each position on a current basis. Each employee and the Union shall be provided access to current position descriptions. Upon request an employee shall be provided a copy of his position description either by hard copy or electronic means.

(C) The Department shall assign each position to its appropriate broadband level according to the current position description.

(D) The classification and pay plan includes:

- (1) All approved pay bands,
- (2) The allocation of each position to a broadband level, and
- (3) Provisions governing the administration of the plan.

(E) Upon making an original or any subsequent appointment to a Selected Exempt Service position in this Unit, the employing agency shall set the salary at an amount within the assigned pay band. The agency head may give an employee an increase in salary provided the total salary is within the assigned pay band, funds are available for such increase, and such increase is not specifically prohibited by act of the Legislature. An employee may be paid less than the minimum of the assigned pay band due to budget limitations in the instances of a fiscal exigency. A vacant position may be filled below the minimum of the pay band if approved by the Secretary of the Department of Management Services.

(F) The Department of Management Services may adjust any pay band in the classification and pay plan when such adjustments are appropriate. When such adjustments are made by the Department, instructions as to how employees' salaries will be affected will be issued by the Department to all agency heads. If an adjustment would have an adverse effect on the pay of a bargaining unit employee the State will provide the union with notice and an opportunity to bargain.

Article 12 PERSONNEL FILE

(A) There shall be one official personnel file for each employee which shall be maintained in the central personnel office of the employing agency unless a different location is approved by the Secretary of the Department of Management Services or designee. Information in an employee's official personnel file shall only refer to matters concerning the employee's job or related to the employee's State employment.

(B) If any derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee shall have ten (10) calendar days to provide a written response and his answer will be attached to the file copy.

(C) Upon request and the payment of lawful cost, the employee shall receive a copy of any material in his file. The State will provide each employee access to their personnel file by electronic means and if the employee has no access to a computer the state will make a computer available for this purpose.

Article 13 SAFETY

(A) When an employee believes that a condition exists at a State facility which is in violation of an established health or safety rule, such condition shall be reported immediately in writing to the appropriate supervisor, detailing the specific violation and rule, if known and/or appropriate.

(B) The supervisor shall investigate the report and make a reasonable effort to take action deemed appropriate. The supervisor will furnish a written response to the employee within thirty (30) calendar days after the employee's report is received.

(C) Complaints which arise under this Article shall be grievable, but only up to and including Step 2 of the grievance procedure.

(D) The parties agree that where an agency has a safety committee created by agency policy to directly address matters of safety related to bargaining unit members, the union may select one person to serve on any such committee.

Article 14
REVIEW AND PERFORMANCE EVALUATIONS

Employees shall be evaluated at least annually on their respective anniversary dates; such evaluations to be conducted by the employee's immediate supervisor. The evaluation shall be conducted in an objective fashion and shall include the employee's strengths and weaknesses.

Article 15
SCOPE OF PROFESSIONAL RESPONSIBILITIES

An employee who is required to be licensed or certified as a condition of employment shall not be assigned duties that directly violate the requirements of such license or certification.

Article 16
EMPLOYMENT OUTSIDE OF STATE GOVERNMENT

Any employee who wishes to perform employment outside of state government shall secure approval in advance and the outside employment will be considered in accordance with applicable statute, rule and agency policy.

Article 17
DRUG TESTING

The State and the Union agree to drug testing of bargaining Unit employees in accordance with Section 112.0455, Florida Statutes, the Drug-Free Workplace Act, and Section 944.474, Florida Statutes.

Article 18
HOURS OF WORK/OVERTIME & LEAVES OF ABSENCE

SECTION 1 - Hours of Work – Excluded Employees

Inasmuch as an excluded employee's service is performance based, each employee is expected to work whatever hours may be required by the position and no overtime or compensatory leave may be earned or paid, except where a compensatory leave plan has been approved by Department of Management Services and the respective employee's agency. The authorized supervisor shall, by written procedures, establish the work hours and attendance and leave requirements for excluded employees. Such written procedures, as a minimum, shall require that an accurate record of the time worked and leave taken be maintained and that any full-time employee who works less than the normal number of hours in the pay period (biweekly period-80 hours; monthly period-hours required by Comptroller) shall be required to utilize annual, sick or administrative leave, compensatory leave or leave without pay to bring the employee's total for the pay period up to the minimum hours required. The same requirements shall apply to part-time employees, except that the normal working hours in the pay period shall be prescribed by the agency head or designee. With prior approval, employees working more than their regularly scheduled hours within a particular workweek may be allowed to offset those hours within the same pay period.

SECTION 2 – Hours of Work and FLSA Overtime for Included Employees

(A) The normal workweek for each full-time employee shall be 40 hours. The agencies will ensure that time and attendance sheets accurately reflect all time worked regardless of whether the Unit employee is a non-exempt or exempt FLSA employee. Unit employees will be informed of any changes made to their time and attendance sheet by the supervising authority, prior to its submission to payroll.

(B) Management retains the right to schedule its employees; however, the State will make a good faith effort, whenever practical, to provide the employees with consecutive hours in the workday and consecutive days in the workweek.

(C) Hours of work in excess of 40 hours in the workweek will qualify full-time included employees not exempt under the FLSA for overtime. Payment of overtime shall be in accordance with the provisions of Rule 60L-34.0031, F.A.C.

(D) Management retains the right to approve or disapprove time off for its employees. However, the State will make a good faith effort, whenever practical, to allow employees to schedule leave as requested by the employee. Failure to approve an employee's specific request shall not be grievable under the provisions of Article 6 of this Contract.

(E) The State agrees that the assignment of overtime is not to be made on the basis of favoritism. In any case, where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the Grievance Procedure under Article 6 herein, to Step 2.

SECTION 3 – Leaves of Absence

(A) Upon appointment and on each anniversary of the date of appointment to the Selected Exempt Service (hereinafter anniversary date), each Unit employee shall be credited with 176 hours of annual leave and 104 hours of sick leave. Accurate records of the accumulation and use of all annual and sick leave credits shall be maintained by the State or its designee.

(B) Annual leave credits in excess of 480 hours at the close of business on the day prior to the employee's anniversary date shall be converted to sick leave on an hour per hour basis.

(C) Upon transfer of an employee to a position in State government outside the State Personnel System, the agency shall either transfer unused annual leave credits into the system which the employee is transferring, or, if the new system will not accept the credits, pay for the credits up to a maximum of 480 hours. For either transfer or payment, current year credits shall be prorated.

(D) Annual leave will be paid upon termination from State government, in accordance with Rule 60L-34, F.A.C. Termination from State government shall mean that the person is not on any State payroll for at least thirty-one (31) calendar days following separation from the Selected Exempt Service.

(E) Use of sick leave shall be authorized for the purposes stated in Rule 60L-34, F.A.C. Sick leave may be accrued without limit and is subject to terminal payment in accordance with Section 110.122, Florida Statutes.

(F) Upon transfer of an employee to a position in State government outside the Selected Exempt Service, the agency shall either transfer unused sick leave credits into the system which the employee is transferring, or, if the new system will not accept the credits, pay for the credits if eligible under Section 110.122(1), Florida Statutes; otherwise the credits will expire.

(G) Administrative leave and disability leave may be, and parental leave shall be, granted and used in accordance with the provisions for such leave for Career Service employees as set forth in Rule 60L-34, F.A.C. Military leave shall be granted and used in accordance with Section 250.48 or Chapter 115, Florida Statutes, whichever is applicable.

(H) With agency head approval, an employee may be granted a leave of absence without pay for up to one year.

(I) An employee who is eligible for disability leave in accordance the provisions of the Florida Administrative Code, shall not be required to use accrued leave in order to be eligible to be carried in a full pay status.

**Article 19
HOLIDAYS**

SECTION 1 – Recognized Holidays

Employees are entitled to the holidays observed by their work unit. If an employee is required to work on the actual holiday or the actual holiday falls on the employee's regular day off, the employee would be allowed to take another day off to use as a holiday observance, during the pay period in which the holiday occurs. Due to agency needs, management would make the final decision as to which alternate date would be used for the holiday observance. There may be some instances where an agency may not be able to permit an employee to observe the holiday, due to agency needs. A consultation meeting to discuss any holiday staffing decisions may be requested by the Union or the agency at any time.

The following holidays are State recognized holidays:

- (A) New Year's Day
- (B) Birthday of Martin Luther King, Jr., third Monday in January
- (C) Memorial Day
- (D) Independence Day
- (E) Labor Day
- (F) Veterans' Day, November 11
- (G) Thanksgiving Day
- (H) Friday after Thanksgiving
- (I) Christmas Day

SECTION 2 – Personal Holiday

Each full-time employee is entitled to one personal holiday per year to be taken subject to the approval of the employee's supervisor. Each part-time employee is entitled to a personal holiday each year which shall be calculated proportionately to the personal holiday allowed to a full-time employee. Such personal holiday shall be credited to eligible employees on July 1 of each year to be taken prior to June 30 of the following year.

**Article 20
TRAINING**

The State and the Union recognize the importance of training programs in the development of the employees of the State.

SECTION 1 - Employee Training

(A) The State will make every reasonable effort to continue existing training programs and to develop new programs, where the State considers such programs to be necessary.

(B) The State will make a good faith effort to provide newly hired employees with a paid, on-the-job orientation period to explain procedures, policies and standards of performance expected of the employee, and to provide in-service education programs for employees in this unit.

SECTION 2 - Employee Education

(A) When the State requires an employee to attend short courses, institutes and workshops to improve their performance in their current position, it will be considered time with pay.

(B) Personal leave may be granted for other training purposes if: the employee applies in advance in writing specifying the course and his objectives related to his position, the employee obtains permission of his Agency Head or designee, and such leave does not interfere with agency

services.

SECTION 3 - Educational Assistance Plan

As provided for by the Legislature in the 2003 General Appropriation Act and as otherwise authorized by law, the State may provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full time bargaining unit employees on a space available basis. During the term of this agreement, and subject to additional funding, the Governor agrees to seek approval of the Legislature to continue the existing program for the provision of tuition-free courses.

SECTION 4 - Grievability

It is understood that nothing in this Article precludes or in any way limits or restricts the State's right to develop, implement, or otherwise manage training of its employees. Therefore, any claim by an employee or the Union concerning this Article shall not be subject to the Grievance Procedure of this Contract except the issue of whether the employee was permitted time with pay to attend required training.

**Article 21
TRAVEL EXPENSES**

SECTION 1 – Allowable Expenses

Per diem and travel expenses shall be paid for authorized travel on State business in the manner and amounts as provided in Section 112.061, Florida Statutes. All bargaining unit employees shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveling employee:

(A) Eighty dollars per diem; or

(B) If actual expenses exceed \$80, the following amounts for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

Breakfast.....	\$6
Lunch.....	\$11
Dinner.....	\$19

SECTION 2 – Exceptions

(A) When lodging or meals are provided at a state institution, the bargaining unit employee shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided by Florida Statutes, Section 112.061.

(B) No bargaining unit employee, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the State.

(C) A bargaining unit employee shall not be reimbursed on a per diem basis nor shall he receive subsistence allowance when traveling on short trips where the employee is not away from his headquarters overnight.

**Article 22
REPLACEMENT OF PERSONAL PROPERTY**

(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 glasses, or such other

items of personal property as have been given prior approval by the agency and the Secretary or Management Services or designee as being required by the employee to perform the duties of the position, will be reimbursed as provided herein.

1. Watch -\$75
2. Prescription Glasses - \$200
3. Other Items – The Secretary of management Services, or their designee, shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.
4. Total allowable per incident - \$500

(B) Such reimbursement shall be with the approval of the agency head. Approvals shall not be unreasonably denied.

Article 23 INSURANCE BENEFITS

(A) The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with the General Appropriations Act for the applicable year and, if provided, the Summary Statement of Intent, as well as any statutory provision affecting the plan or its operation.

(B) Further, as provided in Chapter 110, Part V, Florida Statutes, and Chapter 60P-6.0075(4), F.A.C., the State shall pay for the following insurance coverage for each full-time member:

- (1) 100% of the premium for the State individual life insurance policy.
- (2) 100% of the premium for the individual or family State group health insurance plan; or up to an equal dollar amount for a health maintenance organization premium.
- (3) 100% of the premium of the State individual disability insurance policy.

Article 24 CALL BACK

To the extent authorized by law, an FLSA included employee called back to work beyond the employee's scheduled hours of work for the day shall be credited for actual time worked, or a minimum of two hours, whichever is greater.

Article 25 WAGES

SECTION 1 – Special Pay Issues

In accordance with funding in the 2006-2007 General Appropriations Act, the State agrees to implement the following special pay issues in Fiscal Year 2006-2007:

(A) Effective October 1, 2006, each full-time employee at the Department of Juvenile Justice in the following classes:

Class Code	Class Title
5713	Juvenile Justice Detention Officer Supervisor
5726	Juvenile Justice Residential Officer Supervisor I
5727	Juvenile Justice Residential Officer Supervisor II

shall receive a competitive class adjustment of 5% percent of each employee's September 30 2006,

base rate of pay. Increases authorized in this paragraph shall not be included in any employee's September 30, 2006, base rate of pay.

(B) Effective June 1, 2007, to implement the Performance Based Compensation Plan at the Florida Department of Law Enforcement, each full-time Unit employee at that agency shall receive a 2.0 percent salary increase for employees who exceed performance expectations outlined in that agency's employee work plans. Increases authorized by this paragraph shall not be included in any employee's September 30, 2006, base rate of pay.

SECTION 2 – General Wage Increase for Fiscal Year 2006-2007

The State agrees to implement the following General Wage Increase for fiscal year 2006-2007, which may supplement the increases in Section 1 of this Article. Subject to funding in the 2006 General Appropriations Act, all eligible employees in the Unit shall receive the following:

(A) Effective October 1, 2006, each full-time eligible employee shall receive a competitive pay adjustment of 3.0 percent to the employee's September 30, 2006, base rate of pay.

(B) Effective October 1, 2006, the minimums for each pay grade and pay band shall be increased by no more than 2.0 percent and the maximums for each pay grade and pay band shall be increased by at least 3.0 percent. After the maximum pay band is increased, if an employee's base rate of pay is equal to or greater than the adjusted maximum of the employee's pay band the employee will be granted a prorated one-time, lump sum payment in lieu of an increase to the employee's base rate of pay. When an employee's base rate of pay is less than the adjusted maximum of the employee's pay band and the increase to the base rate will be greater than the adjusted maximum, the employee's salary will be increased to the adjusted maximum and the portion of the increase that exceeds the adjusted maximum shall be granted in a one-time lump sum payment.

(C) References to "eligible" employees refer to employees who are, at a minimum, meeting the required performance standards as determined by agency heads or their designees. If an ineligible employee meets or exceeds the performance standards subsequent to the salary increase implementation date, but on or before the end of the fiscal year, the employee ~~shall~~ may receive an increase; however, such increase shall be effective on the date the employee becomes eligible, not retroactively.

(D) To receive a salary increase authorized by this section, the eligible employee must be employed on July 1, 2006, and must be continuously employed with no break in service in an established position by the state through October 1, 2006. For purposes of this section "established position" is as that term is defined in section 110.107(14), Florida Statutes.

(E) An employee on leave without pay on October 1, 2006, shall receive the salary increase effective on the date the employee returns to pay status.

(F) An employee whose established work schedule is less than twelve months shall receive the salary increase effective on October 1, 2006, except that the salary increase shall be prorated based on the number of months in the approved work schedule.

(G) Eligible part-time employees in established positions shall receive the salary increase effective October 1, 2006, except that the increase will be prorated based on the full time equivalency of the employees' positions.

SECTION 3 – Pay Provisions

Increases to base rate of pay and salary additives shall be in accordance with the provisions of Chapter 60L-32, Florida Administrative Code.

SECTION 4 – Savings Sharing Program

(A) In accordance with section 110.1245(1), Florida Statutes, individual employees or teams of employees may be eligible for “profit-sharing” for ideas or programs that result in a budget savings to the state.

(B) Agency heads may recommend to the Legislative Budget Commission employees who generated cost savings to share in a portion of these savings.

SECTION 5 – Wage Increases & Payments Subject to General Appropriations Act

In the event the 2006 Legislature provides a different or additional funding for the above-specified wage increases and payments, the State and the Association agree that such increases and payments shall be administered in accordance with the provisions of the FY 2006-2007 General Appropriations Act, and any other relevant statutes. The State and the Federation agree to meet and negotiate with regard to the administration of any different level of appropriation.

**Article 26
PRINTING OF THE AGREEMENT**

Each party to the collective bargaining agreement shall bear its own printing costs; however, during the term of the agreement, the State shall maintain a copy of the agreement on its website.

**Article 27
PREVAILING RIGHTS**

All pay and benefit provisions published in the Rules of the State Personnel System which cover employees in the Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of the Agreement.

**Article 28
MANAGEMENT RIGHTS**

The Union agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. Unit employees shall serve at the pleasure of the agency head and shall be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the agency head.

**Article 29
ENTIRE AGREEMENT**

(A) This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) If the Union believes an agency has changed a practice relative to wages, hours, or terms and conditions of employment, in violation of Chapter 447, Florida Statutes, this will be immediately brought to the agency's attention in writing.

(D) The State and the Union agree that any four (4) articles within this agreement that either party desires to reopen shall be subject to negotiations for Fiscal Year 2007-2008 and Fiscal Year 2008-2009.

Article 30 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, 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) and Chapter 110, Part V, Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portion of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 31 DURATION

SECTION 1 - Term

This Agreement shall be effective as of the first day of July 2006, and shall remain in full force and effect through the thirtieth day of June 2009. Each year either party may demand bargaining and reopen any four (4) articles. Parties need to provide notice of the intent to reopen an article prior to the statutorily set date of impasse.

In the event that the State and the Union fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

SECTION 2 - Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the Federation of Physicians and Dentists/AHPE, NUHHCE, AFSCME, AFL-CIO, 1310 Cross Creek Circle, Tallahassee, Florida 32301; and if by the Union shall be addressed to the Department of Management Services, Office of the General Counsel, 4050 Esplanade Way, Building 4050, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 - Emergencies

If it is determined 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 Governor during the time of the declared emergency, provided that wage rates and monetary fringe 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 bargaining Unit employees permanently or temporarily assigned to such areas.

IN WITNESS HEREOF, the parties have set their signatures this _____ day of _____, 2006.

RECOMMENDED FOR THE STATE OF FLORIDA

Michael Mattimore
Chief Labor Negotiator

Tom Lewis, Jr.
Secretary of Department of Management Services

APPROVED FOR THE STATE OF FLORIDA

Jeb Bush
Governor

APPROVED FOR THE FEDERATION OF PHYSICIANS
AND DENTISTS

John J. Seddon
Executive Director
Federation of Physicians and Dentists

APPENDIX A

Included: All non-professional, supervisory employees in the Selected Exempt Service including those within the titles identified below.

Excluded: All professional, non-supervisory, managerial, confidential, or casual employees in the Selected Exempt Service, all Career Service, Senior Management Service or Other Personal Service employees, and all other employees including Office Operations Supervisor I (DEP) and II (DEP), and Print Shop Supervisor I (DEP).

Administrative Secretary
Assistant Maintenance Services Superintendent
Automated Scheduling Software Specialist
Automotive Equipment Mechanic II
Automotive/Marine Equipment Repair Supervisor
Centrex Administrator
Centrex Operator Supervisor
Certified Radiologic Technologist – Mgr
Certified Radiologic Technologist - Radiology Supervisor
Clerical Supervisor
Communications Supervisor I
Computer Operations Supervisor
Computer Operator III
Computer Programmer Analyst I
Computer Programmer Analyst I – F/C
Computer Programmer Analyst II
Concessions Supervisor
Custodial Supervisor I
Custodial Supervisor I – F/C
Custodial Supervisor II
Custodial Supervisor II – F/C
Custodial Supervisor III
Custodial Supervisor III – F/C
Data Base Analyst
Data Entry Operator Supervisor I
Data Entry Operator Supervisor II
Data Processing – Level V
Data Processing Control Specialist
Dental Assistant Supervisor
Dental Technician Supervisor
Distributed Computer Systems Analyst
Distributed Computer Systems Specialist
Duty Officer Supervisor
EDP Quality Control/Scheduling Supervisor
Electronic Technician Supervisor
Engineering Technician Supervisor II
Executive Housekeeper
Facilities Shift Supervisor
Fiscal Assistant II
Food Control Specialist
Food Production & Service Supervisor
Food Service Administrator
Groundskeeping Supervisor I

Groundskeeping Supervisor II
Groundskeeping Supervisor III
Health Information Specialist
Health Information Specialist Supervisor
Health Information Specialist Supervisor – F/C
Health Support Technician
Housekeeping & Laundry Manager
Human Services Supervisor I
Human Services Supervisor II
Institutional Security Officer SH Supervisor
Institutional Security Supervisor
Instrument Maker-Designer
Juvenile Justice Detention Officer Supervisor
Juvenile Justice Residential Officer Supervisor I
Juvenile Justice Residential Officer Supervisor II
Laboratory Technician III
Laborer Supervisor
Laundry Administrator I
Laundry Administrator II
Laundry Supervisor
License Issuance/Elec & Corp Records Administrator
License Issuance/Elec & Corp Records Supervisor
Linen Service Specialist
Maintenance Mechanic
Maintenance Services Superintendent II
Maintenance Supervisor I
Maintenance Supervisor II
Management Analyst I
Marine Captain I
Marine Services Supervisor
Master Electrician
Medical Technologist II
Medical Unit Supervisor
Medical Unit Supervisor – F/C
Mental Health Security Chief
Mental Health Security Spec Shift Supervisor
Nursery/Landscape Supervisor
Office Automation Analyst
Office Automation Specialist I
Office Automation Specialist II
Office Operations Supervisor I
Office Operations Supervisor II
Office Support – Level II
Office Support – Level V
Operation/Maint/Supt/Trade – Level III
Operation/Maint/Supt/Trade – Level V
Pari-Mutuel Regional Manager
Print Shop Supervisor I
Print Shop Supervisor II
Programmer/Analyst Supervisor
Rehabilitation Technician – Blind
Residential Unit Specialist
Respiratory Care Specialist II

Secretary Specialist
Security Guard Supervisor
Senior Clerical Supervisor
Senior Clerical Supervisor – F/C
Senior Clerk
Senior Computer Operations Supervisor
Senior EDP Quality Control/Scheduling Supervisor
Senior Operation Engineer
Senior Refrigeration Mechanic
Senior Word Processing Systems Operator
Shop Supervisor
Staff Assistant
Storekeeper II
Storekeeper Supervisor
Stores Supervisor
Supervising Fiscal Assistant II
Support Service Supervisor
Switchboard Operator Supervisor
Systems Programmer I
Systems Programmer II
Systems Programmer III
Systems Project Administrator
Systems Project Analyst
Telecommunications Specialist II
Telecommunications Supervisor
Therapy Aid Supervisor
Toll Collector Supervisor (DEP)
Trades Supervisor
Trades Supervisor – F/C
Turbine Operator
Unit Treatment & Rehab Senior Supervisor I
Unit Treatment & Rehab Senior Supervisor I – F/C
Unit Treatment & Rehab Supervisor I
Utilities Supervisor – LWP/MUP
Utilities Supervisor – SUI
Vocational Instructor I
Vocational Instructor II
Vocational Instructor III
Vocational Training Supervisor I
Vocational Training Supervisor III
Word Processing Systems Operator Supervisor
Word Processing Systems Operator Supervisor – F/C

