

AGREEMENT

THE STATE OF FLORIDA

And

STATE EMPLOYEES ATTORNEYS GUILD

**(affiliated with the Federation of Physicians and Dentists,
NUHHCE, AFSCME, AFL-CIO)**

Selected Exempt Service Attorneys Unit

July 1, 2006 through June 30, 2009

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PREAMBLE

WHEREAS, Chapter 110, Part V, Florida Statutes, creates the Selected Exempt Service,; and

WHEREAS, the Legislative purpose in placing unit employees in the Selected Exempt Service is to develop a system of personnel management which ensures the delivery of high quality services, 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; and

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State is 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 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 to the language as contained in the following Articles.

AGREEMENT

This AGREEMENT is between the State of Florida, hereinafter referred to as the "State" or "Employer," and the State Employees Attorneys Guild, hereinafter referred to as the "Union" or "Unit."

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor union or labor organization. The right of employees, by and through a labor organization, to bargain collectively shall not be denied or abridged. Public employees shall not have the right to strike.

The collective bargaining rights of the State, Union and employee shall be as provided in Chapter 447, Part II, and Florida Statutes.

**Article 1
RECOGNITION**

(A) In accordance with Section 447.203(2), Florida Statutes, the State hereby recognizes the State Employees Attorneys Guild as the exclusive representative for all employees included in the Unit.

(B) The Unit for which this recognition is accorded is as defined in Certification Number 1480 issued by the Florida Public Employees Relations Commission, hereinafter referred to as "PERC," issued on May 14, 2004.

(C) This Agreement includes all full-time and part-time Selected Exempt Service employees in the classifications and positions listed in Appendix A of this Agreement, except as specifically excluded in certain articles and sections of this Agreement.

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 agency.

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

SECTION 2- Remittance

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 respective agencies on either a biweekly or monthly cycle along with a list containing names, agency, division, district, institution, and amount deducted of the employees for whom the remittance is made.

SECTION 3 - Insufficient Pay for Deduction

In the event an employee's salary earnings within any pay period after deductions for withholding, Social Security, retirement, State health insurance, and other priority deductions are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

SECTION 4 - Termination of Deduction

Deductions 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 that he 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 this bargaining Unit. If these deductions are not discontinued when any of the above situations occur, the Union shall, upon request of the employee, reimburse the employee for the deductions that were improperly withheld.

SECTION 5 - Indemnification

The Union shall indemnify, defend and hold the State of Florida, its 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 State, its officials, agents, and employees in complying with this Article. The Union shall promptly refund to the State any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the State or its agencies have agreed to deduct.

SECTION 6 - Exceptions

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

SECTION 7 - Dues Checkoff Authorization Form

(A) The Dues Checkoff Authorization Form (Appendix B) supplied by the Union shall: (1) be in strict conformance with Appendix B as agreed to by the State and the Union; (2) be the only form used by bargaining Unit employees who wish to initiate dues deduction; and (3) shall contain all the information required by the Form prior to submission to the State.

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

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 harassment may 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 through the Public Employees Relations Commission but not the grievance procedure of this contract.

Article 5
EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 1-- Selected Exempt Service Rule Interpretations

In the event that the Department of Management Services issues a written interpretation of the rules applicable to the Selected Exempt Service, a copy will be provided to the union.

SECTION 2 - Consultation Meetings

(A) Upon request by the Union, representatives of the Department of Management Services 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. The purpose of such consultation meetings shall be to discuss matters relating to the administration of this Agreement.

(B) Upon request by the Union, an agency head employing Unit employees 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 agency head, or his designee and the Union. The purpose of such consultation meetings shall be to discuss matters relating to the administration of this Agreement as it relates to those areas within the exclusive jurisdiction of the agency consulted.

(C) No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

(D) Any decision(s) reached through consultation meetings shall be reduced to writing by the agency and a copy shall be furnished to the Department of Management Services and the Union.

SECTION 3- Bulletin Boards

(A) Where requested in writing, and where justified by the number of Unit employees affected, the State agrees to furnish at State institutions where bargaining Unit employees are employed, wall space not to exceed 20" X 30" for Union purchased bulletin boards. Space will be provided in those areas as mutually agreed by the agency and Union. When agreement cannot be reached, the agency will select an area.

(B) 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 anything reflecting adversely on 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.

(C) Notices posted must be dated and bear the signature of the Union's authorized representative.

(D) A violation of these provisions shall be a basis for removal of bulletin board privileges by the Chief Labor Negotiator of the Department of Management Services.

SECTION 4 - Employee Lists

Upon request of the Union the State will, on a quarterly basis, provide the Union with a list giving the name, home address on file (unless where home addresses are confidential under applicable law), classification title, and gross salary and location of employment for each employee in the Unit. Where home addresses are confidential, the State will provide an alternative address. This list will be prepared on the basis of the latest information on file at the time the list is prepared and will be furnished to the Union after receipt by the State of the payment of the actual costs to the State incurred in the preparation of such list.

SECTION 5 - Negotiations

(A) All collective bargaining is to be conducted with the Department of Management Services, Office of the General Counsel. While negotiation meetings shall normally be held in Tallahassee, the State and the Union may mutually agree to meet elsewhere at a State facility or other location which involves no rental cost to the State. There shall be no negotiation between the Union and the State at any other level of State government.

(B) The Union may designate certain employees within the Unit to serve on its negotiation committee, and such employees will be granted administrative leave time off with pay to attend formally scheduled negotiation sessions with the State when such attendance does not interfere with the performance of the employee's duties or the agency's mission. The Union negotiation committee shall be limited to five (5) unit employees. No more than one (1) employee shall be selected from the same work unit at any one time. The State shall not reimburse employees for travel, meals, lodging in connection with negotiations unless the State specifically requests a unit member be in attendance to elaborate on a particular issue.

SECTION 6 - Employee Assistance Programs

The State and the Union encourage and support the maintenance of an Employee Assistance Programs, and the utilization of such programs by employees.

SECTION 7 - Charitable Solicitations

Employee participation in charitable drives is voluntary.

Section 8 - Creditors

The State shall not assist outside creditors with the collection of debt unless duly authorized by law.

SECTION 9 - Representative Access

(A) The State agrees that designated Union Representatives shall have access to State controlled premises that are open to the public where Unit employees are employed.

(B) If any area of the State's premises is otherwise restricted to the public, permission must be requested to enter such area and such permission shall not be unreasonably denied.

Such access shall be during the regular working hours of the Unit employee and only for the purpose of investigating an employee's grievance.

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

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement.

(B) "Employee" shall mean an individual employee or a group of employees having the same grievance. In the case of a group of employees, one employee shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

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

(D) "Grievance Representative" shall mean an employee covered by this Agreement who has been designated by the Union to investigate grievances at the Informal Step and to represent grievants at the Informal Step and Step 1 meetings on grievances which have been properly filed under this Article when the Union has been selected as the employee's representative.

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

(F) "Union Representative" means a non-State employee officially designated by the Union.

SECTION 2 - Election of Remedy

An employee shall have the option of utilizing the unfair labor practice 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 - Grievance Representation

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step if 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, unless it would entail the disclosure of confidential information or violate the attorney-client privilege, (in the event of a potential disclosure of confidential information or an attorney-client privileged, SEAG will be provided an opportunity to provide a representative that already has access to the confidential information or who will preserve the privilege by the nature of their attorney-client

relationship) 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 unless it would result in the disclosure of confidential information or violate the attorney-client privilege. 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 Grievance Representatives. The State will not recognize any person as a Union Representative or Grievance Representative whose name does not appear on the list.

(D) 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 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 a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the Union or the State in other cases.

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

(1) Informal Discussion

(a) An employee having a grievance may, within seven (7) 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 a grievance form 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 his 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 date of the meeting.

(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 following receipt of the written grievance.

(4) Step 3

(a) If the grievance is not resolved at Step 2, the employee may submit the grievance in writing to the Office of the General Counsel of the Department of Management Services or its designee within fourteen (14) days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance.

(b) The Department of Management Services may have a meeting with the Union Representative to discuss the grievance with the approval and attendance of the Step 2 Agency representative. The Department of Management Services shall communicate a decision in writing to the employee and the Union Representative within twenty-one (21) days following receipt of the written grievance.

(5) Step 4 - Arbitration

(a) If the grievance is not resolved at Step 3, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form (to be supplied by the State) within fourteen (14) days after receipt of the decision at Step 3. Prior to arbitration the parties may agree to attempt to resolve the dispute through mediation.

(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 the Selected Exempt Service Rules; or

D. That is based solely upon an agency past practice or policy unless such agency practice or policy is contrary to law, the Selected Exempt Service Rules, or this Agreement.

(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.

SECTION 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.

SECTION 6 - Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union or an employee to process a grievance (1) in behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or court proceeding, brought by an individual employee or group of employees, or by the Union.

(B) All grievances will be presented at the initial step with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Agency Step 1 management representative, the grievance shall be initiated at Step 2 ~~or 3 as appropriate~~, by submitting a grievance form as set forth in Step 1 within seven (7) days following the occurrence giving rise to the grievance.

(2) The Union shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name concerning disputes relating to the interpretation or application of this Agreement. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.

Article 7 EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

Section 1 - Standards of Conduct and Performance

(A) The Selected Exempt Service is designed to provide the delivery of high quality performance in selected classifications 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. Moreover, the State recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(B) Each unit member shall be provided a copy of his or her current job description.

(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 sole discretion of the agency head or his designee. No such action shall be grievable under the grievance article of this Agreement.

Section 2 - Employee Certifications

Employees shall ensure that all licensures or certifications required by their profession shall remain in good standing.

Section 3 - Confidentiality Requirements

Employees shall comply with all confidentiality requirements imposed by agency policy, federal or state law, federal regulation or administrative rule, including those rules or codes of conduct governing attorney conduct as promulgated by the Supreme Court of the State of Florida, or the Florida Bar or any other professional certification or regulatory body that governs the ability of any unit member to practice his or her particular profession.

Article 8 WORKFORCE REDUCTION

SECTION 1 - Workforce Reduction

(A) A workforce reduction is the deletion of positions. Agencies may delete both vacant and filled positions. Agencies may delete positions for a variety of reasons, including budget cuts, program reductions resulting from outsourcing or privatization efforts, or program

phase-outs. Unit employees shall be subject to termination, including but not limited to a workforce reduction, at the discretion of the agency head.

(B) The Agency Head shall furnish the Union Representative with a copy of any notice separating an employee in this Unit as a result of a workforce reduction.

(C) The decision of an Agency Head regarding a workforce reduction shall be final and shall not be subject to the grievance procedure of this Agreement.

Article 9 EMPLOYMENT OPPORTUNITIES

Unit employees are subject to appointments at the discretion of the agency head. However, employees shall have the opportunity to request to be considered for an appointment to a different vacant position in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

"Employment Opportunities" shall mean the appointment of an employee from one position in the bargaining unit to a different position in the bargaining unit and shall be treated as any original appointment.

SECTION 2 - Employment Opportunities

(A) An employee in the Selected Exempt Service System may apply for an appointment to a vacant bargaining unit position on a form supplied by the agency). Such Requests shall indicate the positions and/or other work location(s) to which the employee would like to be appointed.

(B) An employee may submit a form at any time.

(C) All forms shall be submitted to the manager(s) or supervisor(s) who have the authority to make employee hiring decisions in the work unit to which the employee has applied. The employee shall provide a copy of the form to the Union at the time it is filed with the agency.

(D) When an employee has been appointed pursuant to a form filed under this Article, all other pending requests shall be canceled. No other form may be filed under this Article for a period of twelve (12) months following the employee's appointment. If an employee declines an appointment pursuant to a form filed under this Article, the employee's request shall be canceled and the employee will not be eligible to submit a Request for a period of twelve (12) months.

Article 10 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.

(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 a copy of any bargaining unit employee's job description.

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

(D) The classification and pay plan includes:

- (1) All approved pay bands;
- (2) The allocation of each position to a pay 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 range. Based on the employee's initial or subsequent appraisal, 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 only due to exigent circumstances.

(F) Any salary adjustment shall be consistent with the Special Pay Increase criteria as set forth in the personnel rules. The Union shall be notified, in writing, of any salary increases.

Article 11

CLASSIFICATION REVIEW AND PROFESSIONAL PRACTICE SCOPE

SECTION 1 - Classification Review

(A) When an employee alleges that he is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official class specification to which the position is allocated, the employee may request in writing that the agency head review the duties assigned to the employee's position. The agency head or his designee shall review the duties as requested. The employee will receive a copy of the written decision within sixty (60) days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

(B) If the agency head's decision is that the employee is properly classified and the employee is not satisfied with that decision, the employee, with or without representation, may request review by the Secretary of the Department of Management Services or his designee. The employee must request review by the Secretary of the Department of Management Services or his designee within fourteen (14) days of receipt of the agency decision that he is properly classified. The Secretary of the Department of Management Services or his designee shall conduct an independent review of the duties as requested and shall submit a decision in writing to both the agency and the employee. The decision of the Secretary of the Department of Management Services or his designee shall be final and binding on all parties. Accordingly, the process set for in this Article shall be the sole method to resolve any disagreement concerning employee position classification and issues

involving employee position classification shall not be subject to the grievance procedure of this Agreement

SECTION 2 - Scope of Professional Practice

(A) The parties will comply with all statutory and rule provisions relating to the practice of law including, Chapter 454, FS and the Rules Regulating the Florida Bar promulgated by the Supreme Court of Florida.

**Article 12
PERSONNEL RECORDS**

(A) There shall be only one official personnel file for each employee which shall be maintained by the Department of Management Services or its designee which may be a contractor. A duplicate personnel file may be established and maintained on an employee within an agency. An employee will have the right to review his own official personnel file, and any duplicate personnel file, at reasonable times under the supervision of the designated records custodian.

(B) If any derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee may provide a written response which will also be placed in the file.

**Article 13
SAFETY**

(A) When an employee believes that a condition exists at a State facility or worksite 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.

(C) Complaints which arise under this Article shall not be arbitrable.

**Article 14
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 of the Department of Management Services or his designee 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 by the employee detailing the circumstances under which such property was damaged or destroyed. A receipt or other estimate of replacement or repair cost must be attached to the employee's written report.

(C) The State shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts, or as otherwise provided for by law:

Watch - \$75

Prescription glasses - \$200 (including any required examination)

Other Items - The Secretary of the Department of Management Services, or his designee, shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

Total allowable per incident - \$500

Such reimbursement shall be with the approval of the agency head.

**Article 15
VACANT**

**Article 16
HOURS OF WORK AND EMPLOYEE LEAVE**

SECTION 1 - Hours of Work

Because a Unit 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. With prior approval, Unit employees working more than their regularly scheduled hours within a particular work period may be allowed to offset those hours within the same work period.

SECTION 2 - Holidays

(A) Employees are entitled to the holidays identified in Section 110.117, Florida Statutes; provided, that to be eligible to receive holiday pay, an employee must be in pay status (actual work or paid leave) for at least a portion of the workday before the holiday. If a Unit employee is unable to observe a holiday, the employee may take an alternate day off during the work period in which the holiday occurs; provided, that if the employee is unable to observe the holiday, the employee is not eligible for special compensatory leave

(B) For part-time employees, agencies shall credit a prorated number of holiday hours proportional to the number of holiday hours allowed to a full-time employee.

SECTION 3 - Personal Holiday

Each full-time Unit employee is entitled to one personal holiday each year. Each part-time Unit 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.

SECTION 4 - Employee Leave

(A) **Annual Leave**

- (1) 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.
- (2) Upon reasonable notice, an agency may require a Unit employee to use accrued annual leave.
- (3)(a) If a Unit employee moves into the State Personnel System from another state government employer, the receiving agency shall credit all annual leave not paid for at the time of the transfer.
- (b) If a Unit employee moves from one position in the State Personnel System to another position in the State Personnel System in a different agency within thirty-one days, the receiving agency shall credit the employee's unused annual leave.
- (c) If a Unit employee moves from a position in the State Personnel System to a position outside the State Personnel System, the agency shall either transfer unused annual leave credits to the system into which the employee is transferring, or, if the new system will not accept the credits, pay for the credits subject to paragraph (5) of this section. For either transfer or payment, current year credits shall be prorated.
- (4) Annual leave credits in excess of 480 hours at the close of business on the day prior to the Unit employee's anniversary date shall be converted to sick leave on an hour per hour basis.
- (5) A Unit employee who separates from state government shall be paid for unused annual leave up to a maximum of 480 hours, with the current year's accrual prorated. For purposes of this section "separates 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. In case of death of a Unit employee, the 480-hour limit shall not apply and all unused annual leave at the time of death shall be paid to the Unit employee's beneficiary, estate, or as provided by law.

(B) Sick Leave

- (1) Upon appointment and on each anniversary of the date of appointment to the Selected Exempt Service each Unit employee shall be credited with 104 hours of sick leave. There shall be no limit on the number of hours of unused sick leave a Unit employee may accrue.
- (2) Use of sick leave shall be authorized for the purposes stated in Chapter 60L-34, Florida Administrative Code.
- (3) Use of sick leave credits shall be subject to the following:
 - (a) A Unit employee may use sick leave only for authorized purposes. Unauthorized use may be revealed by a pattern of absence by an employee, for example, consistent absence on the day before or after the employee's regular days off, or absence on the same day of each week or each month.
 - (b) After three workdays or partial workdays of absence in any thirty-day period, the agency may require medical verification of any further absence(s) due to illness or injury.
 - (c) After ten consecutive days of absence, the agency shall require the employee to submit medical verification from the attending physician before authorizing additional use of

sick leave credits or leave without pay. If absence continues, the agency shall require, as appropriate, further medical verification for each thirty consecutive days of absence. To justify further sick leave, the medical verification must indicate that the employee is unable to perform regularly assigned duties.

(d) If an employee's medical verification is not acceptable, the agency may require the employee to submit to a medical examination, at the agency's expense, before approving further use of sick leave.

(e) An employee who refuses to comply with these rules shall not be eligible to use accrued sick leave credits, and the agency shall take the appropriate action regarding continued employment, based on the available information.

(4) Sick leave credits shall be transferred within the State Personnel System, and may be transferred to another state government employer, depending upon whether the receiving plan accepts the employee's leave credits. If the receiving employer does not accept the credits, the employee shall be paid for the credits if eligible under Section 110.122(1), Florida Statutes; otherwise, the credits shall expire and be of no further value.

(5) Eligibility for payment for unused sick leave credits upon separation from employment with state government shall be governed by the provisions of section 110.122, Florida Statutes. For purposes of this section "separates 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.

(C) Administrative leave or disability leave

Unit employees may be eligible for administrative leave or disability leave in accordance with the provisions of Rule Chapter 60L-34, Florida Administrative Code.

(D) Family Supportive Work Policies

(1) Agencies shall approve parental or family medical leave in accordance with agency policy to assist Unit employees in meeting family needs, subject to the following:

(a) Within one year following birth or adoption of a child, leave shall be granted for up to twelve weeks for the parent.

(b) Leave shall be granted for up to twelve weeks for a family member's serious health condition, as defined in the FMLA and implementing regulations.

(c) The agency shall acknowledge to the employee in writing the period of leave to be granted and the date the employee will return to duty.

(2) Agencies shall approve up to thirty days family leave for non-medical family responsibilities, provided that the leave has minimal impact on the Unit employee's work unit. Family responsibilities in this area may include, but are not limited to, the following:

(a) Caring for aging parents;

(b) Involvement in settling parents' estate upon their death;

(c) Relocating dependent children into schools;

(d) Visiting family members in places that require extensive travel time.

(3) A Unit employee granted leave under subsection (1) or (2) may request to use accrued leave credits. If the employee does not so request, the agency shall place the employee on leave without pay.

(E) Military Leaves of Absence

Leaves of absence for military service shall be governed in accordance with the applicable provisions of chapter 115 and 250, Florida Statutes.

SECTION 5 - Leaves of Absence without Pay

(A) A Unit employee may, upon request, be granted leave without pay to cover any absence from work, for a period not to exceed twelve months, provided the agency deems such leave to be justified and not detrimental to the operations of the agency. An agency may approve the use of intermittent leave credits to maintain state benefits. In exceptional cases, leave without pay may be extended if approved by the agency. An employee on leave without pay shall not earn leave credits, unless authorized by law.

(B) Employees may request a sabbatical leave without pay for the purpose of completing additional training or residencies. While on such leave without pay, employees may purchase those benefits consistent with applicable law at their own expense.

SECTION 6 - Union Activities

Unit employees shall have the right to request leave for the purpose of attending Union conventions, conferences and meetings.

**Article 17
TRAINING AND EDUCATION**

SECTION 1 - Professional Education

(A) The State will make a good faith effort to allow employees a reasonable amount of time, with pay, as the work schedule will permit, for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position, as provided below:

(1) Such time may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his department head, and such time does not interfere with services. Such application should be submitted by the employee at least thirty (30) days prior to the date of the seminar or fourteen (14) days prior to the posting of the employee's work schedule, whichever comes sooner. If the request is approved, the employee will be notified in writing of the dates approved, and the time will be shown on the work schedule for the employee's unit. Where management has approved a request and the employee scheduled is unable to attend, another employee in the unit may be allowed by management to substitute for the employee who was originally scheduled. Time limits established herein may be waived by management.

(2) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(3) Subsections (1) and (2) above do not preclude the State from assigning employees to attend training courses as determined by management.

(4) In accordance with the General Appropriations Act for fiscal year 2006-2007 the state shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law.

Article 18 WAGES

SECTION 1 – Special Wage Increase for Fiscal Year 2006-2007

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 increase 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 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 achieves performance standards subsequent to the salary increase implementation date, but on or before the end of the fiscal year, the employee 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 19 INSURANCE BENEFITS

Health Insurance benefits will be provided in accordance with the 2006 General Appropriations Act of the General Session of the Florida Legislature as enacted into law.

(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 effecting 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 20
PER DIEM AND 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 21
VACANT**

**Article 22
PREVAILING RIGHTS**

All pay and benefit provisions published in the Personnel Rules of the Selected Exempt Service 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 23
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 24
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 25
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 26
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. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least 135 days prior to the Governor's budget submission date that it desires to change or modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

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.

In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth above.

SECTION 2 - Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the State Employees Attorneys Guild, affiliated with 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, 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 FEDERATION OF PHYSICIANS
AND DENTISTS

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Appendix A

SES ATTORNEYS UNIT

UNIT CLASSES

CLASS TITLE	CLASS CODE
ATTORNEY	5278
SENIOR ATTORNEY	5281
DATA BASE COORDINATOR-DOE	6160
ECONOMIC ANALYST-DEP	9970
FISHERIES MANAGEMENT ANALYST-FWC	9971

Appendix B

**DUES AUTHORIZATION FORM FOR STATE EMPLOYEES (SES)
STATE EMPLOYEES ATTORNEY GUILD (SEAG)
(federation of physicians and Dentists/AHPE, NUHHCE, AFSCME, AFS-CIO)**

NAME	DED. CODE (leave this box blank)	DEPARTMENT	JOB TITLE
HOME ADDRESS	CITY	ZIP	HOME PHONE
WORK LOCATION (include complete address)			SOCIAL SECURITY NUMBER

Dues Payment: Please select an Option and Sign under Appropriate Column. If selecting COPE (Political Action) option, please sign on both lines. Regular Dues Option is calculated at 1.3% of your gross earnings per pay period, COPE contribution is \$1.00 additional each pay period.

Full-Time Employees Check Your Choice	Part-Time Employees Check Your Choice
Option 1 – Dues ___ Monthly ___ Biweekly	Option 3 – Dues ___ Monthly ___ Biweekly
Option 2 – Dues/COPE ___ Monthly ___ Biweekly	Option 4 – Dues/COPE ___ Monthly ___ Biweekly

