



AGREEMENT

THE STATE OF FLORIDA

and

**THE FEDERATION OF PHYSICIANS
AND DENTISTS**

**Selected Exempt Service
Physicians Unit**

July 1, 2011 through June 30, 2012

**Strike-through / underline revisions
to Articles 3, 7, 18, 19 and 22**

pursuant to 2011 legislative impasse resolution, Section 447.403, F.S.

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PREAMBLE

WHEREAS, Chapter 110, Part V, Florida Statutes, creates the Selected Exempt Service, formerly referred to as the Selected Professional Service; and

WHEREAS, the Legislative purpose in exempting physicians from the Career Service and placing them in the Selected Exempt Service was to develop a system of personnel management which ensures the delivery of high quality performance, 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, the Legislature has provided in Section 447.203(2), Florida Statutes, for a bargaining Unit composed of Selected Exempt Service employees; and

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 Agreement 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 Federation of Physicians and Dentists, hereinafter referred to as the "Union," representing members of the Selected Exempt Service who are in the Physicians 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, Florida Statutes.

**Article 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 Service Physicians bargaining Unit.

(B) The bargaining Unit for which this recognition is accorded is as defined in Certification Number 829 issued by the Florida Public Employees Relations Commission, hereinafter referred to as "PERC," issued on February 23, 1989.

(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 2011 Legislative Impasse Resolution
VACANT**

~~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. If the matter is not resolved, the Union can consult with the Chief Labor Negotiator of the Department of Management Services.

(C) Any claim of discrimination or sexual harassment by an employee against the State under this Section may be subject to review under the Grievance Procedure or the employee may seek resolution through other such alternative procedures as prescribed by law, but not both.

SECTION 2 - Non-Discrimination - Union Activity

(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.

(B) Claims of Union discrimination against the State, its officers or representatives, shall be reviewable either under the provisions of Article 6 (Grievance Procedure) of this Agreement or through the Public Employees Relations Commission but not both.

Article 5
EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 1 - Selected Exempt Service Rule Interpretations

Copies of any written interpretations of the Personnel Rules of the Selected Exempt Service System issued by the Department of Management Services will be sent to the Union.

SECTION 2 - Consultation Meetings

(A) Upon request by the Union, the Secretary of the Department of Management Services 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) 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.

(C) 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 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 monthly basis, provide the Union with a list giving the name, home address on file, classification title, and gross salary and location of employment for each employee in this bargaining Unit. 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 - Selected Exempt Service Class Specifications and Rules

The State will provide the Union with a copy of the classification specifications and the Rules of the Selected Exempt Service which affect employees within the bargaining Unit.

SECTION 6 – Negotiations

(A) All collective bargaining is to be conducted with the Department of Management Services, Office of Labor Relations. While negotiating 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 time off with pay to attend negotiation sessions with the State. The Union negotiation committee shall be limited to up to five state employed physicians and no more than two per agency. The State shall not reimburse the employee for travel, meals, and lodging in connection with negotiations unless the State specifically requests a physician be in attendance to elaborate on a particular issue.

SECTION 7 – Employee Assistance Programs

The State and the Union encourage and support the creation of Employee Assistance Programs by agencies that employ Unit employees, and the utilization of such programs by employees.

SECTION 8 – Charitable Solicitations

Employee participation in charitable drives is voluntary. Solicitations will be made, but no pressure shall be brought to bear to require such participation.

SECTION 9 – Representative Access

(A) The State agrees that designated Union Representatives shall have access to State controlled premises where bargaining 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.

SECTION 10 – Professional Council

(A) A physician's professional council may be organized at a State institution or facility employing more than ten (10) Unit employees, or in the case of Public Health Departments, such councils shall be comprised of up to six (6) physicians in the district. The purpose of the council is to advise the Medical Director or administrator regarding medical policies that govern the institution or facility. The council may meet on a monthly basis at the convenience of the members provided there is a written agenda prepared in advance and such meetings do not conflict with the council members' primary responsibilities or emergencies. Attendance at such meetings will be with pay. Such professional council shall exist in addition to any other committee or group within the institution or facility.

(B) The council shall consist of no more than six (6) Unit members and not more than one (1) council member may be selected from the same location or work unit. A chairperson will be elected annually from the council members.

SECTION 11 –

Employees shall have the rights afforded by the United States and Florida Constitution and Chapter 447, Florida Statutes, including the right to join, participate in or refrain from joining or participating in the 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 terms and conditions of their employment. No grievance may be filed under this contract alleging a violation of this Section. Recourse for a violation of law is as prescribed by the applicable law.

SECTION 12 –

The State shall not assist a creditor in collecting any debt unless requested by court order or applicable law.

SECTION 13 –

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

SECTION 14 –

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

SECTION 15 –

Where an agency currently provides a toll allowance to employees subject to tolls for access to their work place, the practice shall continue during the term of the agreement.

SECTION 16 –

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. Such request shall not be unreasonably denied.

**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, 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 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.

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(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 (to be supplied by the State), 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 Chief Labor Negotiator of the Department of Management Services or his 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 Chief Labor Negotiator of the Department of Management Services or his designee may have a meeting with the Union Representative to discuss the grievance. The Chief Labor Negotiator or his designee 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.

(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 equally shared 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) on 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 2011 Legislative Impasse Resolution
EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

Section 1 - Standards of Conduct and Performance

(A) The Selected Exempt Service, to which classes within this Unit are assigned, 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.

(B) Consistent with applicable statutes an employee's off-the-job conduct shall not result in disciplinary action, unless such conduct impairs his effectiveness as an employee. 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.

(C) The duties and responsibilities for each Selected Exempt Service class of Physician and Senior Physician are assigned by the respective agencies.

(D) 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 of the agency head. No final action will be taken prior to a review by the agency head, or designee. Upon written request and receipt of payment, the State shall provide the union with copies of any public records related to the adverse personnel action. All requests and all documents provided shall be in accordance with Chapter 119, Florida Statutes. If any adverse action is taken because of an alleged violation of Chapter 458 or 459 of the Florida Statutes, the employee shall be entitled to a "peer review" prior to the action being taken. Such "peer review" shall be as prescribed by law, medical staff by-laws, or for county Health Units in accordance with Section 2 of this Article.

(E) Administrators shall not discipline employees in the presence of other staff members.

Section 2 - County Health Department Peer Review Procedures

The State and FPD agree to continue to implement the provisions of the March 9, 1998 Memorandum of Agreement regarding Peer Review within the Department of Health in the County Health Departments.

Section 3 – Performance Evaluations

The performance of employees shall be evaluated in accordance with Chapter 60L-35, Florida Administrative Code.

(A) Performance evaluations shall be directed to identify strengths as well as weaknesses.

(B) Employees shall be evaluated at least annually on the date determined by their agency.

(C) Each employee shall be informed of the criteria and procedure to be used in the evaluation process.

(D) The employee shall have the right to submit a written statement to be attached to the written evaluation.

(E) The employee shall be provided a copy of the evaluation at the time it is signed by him acknowledging receipt.

Section 4 – 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. Upon the request of the employee, the purpose of the investigation will be explained.

Section 5 – State Denial of Representation

The employer may refuse a request for a union representative during an investigatory interview not intended to lead to 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.

Article 8

TERMINATION DUE TO A REDUCTION IN FORCE AND RECALL

SECTION 1 - Reduction in Force

(A) Unit employees shall be subject to termination, including but not limited to a reduction in force, at the discretion of the agency head.

(B) The agency head shall furnish the Union Representative with a copy of any notice terminating an employee in this Unit as a result of a reduction in force.

(C) The decision of the agency head regarding termination shall be final and not subject to the grievance procedure of this Agreement.

SECTION 2 – Recall and Consideration

(A) No new physicians shall be hired until laid-off physicians who meet State criteria for the respective open position have had an opportunity to refuse or failed to accept recall to the class and the agency from which the employee was laid-off. Thereafter, individual agencies will consider qualified laid-off physicians of the agency for vacancies in a different class before appointing new physicians.

(B) A laid-off physician will be given ten (10) workdays notice of recall. Notice shall be given by certified mail, return receipt requested, or any other form of delivery that provides a written receipt. He shall inform the agency of his acceptance or rejection of reemployment within ten (10) workdays of receipt. In the event the physician does not respond within ten (10) workdays, the agency is released from recall obligations, and the physician will be deemed to have voluntarily resigned from employment by the State. It is the employee's responsibility to keep the agency informed of his current address.

(C) Physicians will be eligible for recall for a period not to exceed one (1) year from date of lay-off or until recalled or recall is declined, whichever is sooner.

Section 3 - Department of Health Recall Procedures

The State and FPD agree to continue to implement the provisions of the March 16, 1998, Memorandum of Agreement regarding physician recalls within the Department of Health.

Article 9 REASSIGNMENT

Unit employees are subject to reassignment at the discretion of the agency head. However, employees shall have the opportunity to request to be considered for vacant positions in their current class in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

"Reassignment" shall mean the moving of an employee from one position in a class to a different position in the same class and shall be treated as any original appointment.

SECTION 2 - Voluntary Reassignment

(A) An employee who has attained twelve (12) months of continuous service in the Selected Exempt Service System may apply for a voluntary reassignment on a Request Form (supplied by the agency). Such Requests shall indicate the class(es), county(ies), institution(s) and/or other work location(s) to which the employee would like to be reassigned or transferred.

(B) An employee may submit a Request Form at any time; however, all such Requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request Forms shall be submitted to the agency head or his designee who shall be responsible for furnishing a copy of each such Request 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 requested reassignment or transfer. The employee shall provide a copy of the Request to the Union at the time it is filed with the agency.

(D) When an employee has been reassigned pursuant to a Request filed under this Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of twelve (12) months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a Request 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.

SECTION 3 - Involuntary Reassignment

(A) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment of any employee according to the needs of the agency.

(B) An employee shall be given a minimum of fourteen (14) calendar days notice prior to the agency effecting any involuntary reassignment of the employee. An agency shall make a good faith effort to provide thirty (30) calendar days notice but shall provide 14 calendar days notice prior to the agency effecting any involuntary reassignment of the employee that would require a relocation of the employees residence. The parties agree however, that these notice requirements shall not be required during an emergency or other extraordinary conditions. An employee shall receive relocation costs in accord with applicable law.

Article 10 CLASSIFICATION AND PAY PLAN

(A) The Department of Management Services shall continue to maintain classification and pay plan applicable to all positions in this Unit, designed to attract and retain qualified personnel. 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.

(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 band, 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. 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 budget limitations if approved by the Secretary of the Department of Management Services. All acting appointments will be handled and compensated in accordance with Chapter 60L-33, F.A.C. The Union shall be notified in writing of any increase or decrease in a bargaining unit employee's salary. Increases in salary will be consistent with state law.

(F) Unless a different reporting procedure is prescribed by the Secretary of the Department of Management Services, the employing agency shall promptly report to the Department the initial salary for each appointment to a Selected Exempt Service position in this Unit and each subsequent change in such salary. The Department may adjust any or all pay bands in the classification and pay plan at any time such adjustments are deemed 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, of which a copy shall be provided to the Union.

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 employee is not satisfied with the decision, the employee, with or without representation, may request in writing a review by the Secretary of the Department of Management Services or his designee. The written decision of the Secretary of the Department of Management Services or his designee as to the classification of the position shall be final and binding on all parties.

SECTION 2 - Scope of Health Care Professional Practice

(A) The State will comply with all statutory and rule provisions relating to Chapters 458 and 459, Florida Statutes. The State recognizes that physicians and osteopaths licensed to practice in the State of Florida are required to comply with provisions of Chapters 458 and 459, Florida Statutes, respectively.

(B) Any physician who has been ordered to provide medical service which in his professional judgment could be a threat of injury or illness to himself or others or is inconsistent with (A) above, may request an expedited consultation either oral or written from the Medical Director without fear of intimidation.

(C) Unit employees may appeal up to and including arbitration of the grievance procedure, the assignment of duties that the employee alleges jeopardizes the employee's professional license.

(D) The employee will state the specific duties at issue, and will reference the provision(s) of law he feels places his license in jeopardy. Failure to provide this information will result in a dismissal of the grievance. A Physician may report alleged violations of the Medical Practice Act(s) or Federal Law, as appropriate, without fear of retribution.

(E) The State shall comply with all applicable provisions of HIPPA.

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.

(B) Before 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. If the employee fails to respond the material may be placed in his official personnel file by the agency.

(C) An employee will have the right to review his own official personnel file at reasonable times under the supervision of the designated records custodian.

(D) Employees shall not be subjected to local personnel practices which are prohibited or in conflict with State or agency policies.

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) Failure on the part of the supervisor to comply with Section (B) shall be grievable, but only up to and including Step 3 of the grievance procedure.

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 DRUG TESTING

(A) 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.

(B) Unless otherwise specified, all bargaining Unit classes covered by this Agreement are designated safety sensitive for drug testing purposes in accordance with Section 112.0455, Florida Statutes.

(C) In accordance with Section 944.474, Florida Statutes and the Department of Corrections Personnel Procedures, all employees in the classes of Physician and Senior Physician within the Department of Corrections shall be subject to random drug testing. In accordance with Article 25 of this Agreement, if Section 944.474, Florida Statutes, is repealed, or found unconstitutional or invalid by a court of competent jurisdiction, this subparagraph shall not be applicable, performed, or enforced.

Article 16 LEAVES OF ABSENCE, HOURS OF WORK

SECTION 1 - Hours of Work and Leave

Inasmuch as 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. The head of each agency shall, by written procedures, establish the work hours and attendance and leave requirements for Unit employees. Such written procedures, at 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, 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. 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.

(A) 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,

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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 in accordance with Article 5, Section 2 of this agreement. Additionally, each full-time Unit employee is entitled to one personal holiday each year. Each part-time Unit employee is entitled to a personal holiday which shall be determined based on the full-time equivalency of his or her position. 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.

(B) 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 agency.

(C) Annual leave shall be used at the discretion of the employee and with approval of the agency head. 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.

(D) Upon transfer of an employee to a position in State government outside the Selected Exempt Service, unused annual leave credits shall not be paid for and may be transferred subject to the rules governing the system into which the employee is transferring. All annual leave credits accrued on the employee's last anniversary date shall be prorated at the rate of 14.667 hours monthly or 6.769 hours biweekly for each pay period, or portion thereof, worked subsequent to the employee's last anniversary date.

(E) Annual leave will be paid for on termination from State government. 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.

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

(G) Upon transfer of an employee to a position in State government outside the Selected Exempt Service, all sick leave hours earned shall be credited providing that all sick leave credits accrued on the employee's last anniversary date shall be prorated at the rate of 8.667 hours monthly or 4 hours biweekly for each pay period, or portion thereof, worked subsequent to the employee's last anniversary date.

(H) Upon separation from State government payment for unused sick leave accrued in accordance with Chapter 60L-34, F.A.C., on the employee's last anniversary date shall be calculated at the rate of 8.667 hours per month, or 4 hours biweekly, for each pay period, or portion thereof, worked subsequent to the employee's last anniversary date.

(I) Administrative leave and disability leave may be, and maternity leave shall be, granted and used in accordance with the provisions for such leave for Career Service employees as set forth in Chapter 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.

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

(K) Family Supportive Practices

(1) In accordance with State Personnel System Rule 60L-34, F.A.C., 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 the birth or adoption of a child, leave shall be granted for up to six months for the parent.

(b) Leave shall be granted for up to six months 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) In accordance with State Personnel System Rule 60L-34, F.A.C., agencies shall approve up to thirty days family leave for non-medical family responsibilities, provided 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 required 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.

SECTION 2 - Union Activities

Employees covered by this Agreement shall have the right to request leave without pay for the purpose of attending Union conventions, conferences and meetings. When such requests cannot be granted, the supervisor shall provide such denial in writing.

SECTION 3 – 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 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 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 leave 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 leave does not interfere with patient 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 dates of absence 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.

(B) In addition to the time which may be allowed under (A), above, employees who are required, either by statute or by the official class specification, to meet mandatory continuing education requirements in order to remain eligible to perform assigned duties, shall be granted eleven (11) days every two calendar years toward the fulfillment of such continuing education requirements. Such time shall be considered time worked.

SECTION 2 - Sabbatical Leave

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.

**Article 18 2011 Legislative Impasse Resolution
WAGES**

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year 2011-2012 ~~2010-2011~~ General Appropriations Act as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands.

(B) Increases to base rate of pay shall be in accordance with state law and the Fiscal Year 2011-2012 ~~2010-2011~~ General Appropriations Act.

SECTION 2 – Savings Sharing Program

Individual employees or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

SECTION 3 – Performance Pay

Each agency is authorized to grant merit pay increases ~~to employees based on~~ upon the employee's exemplary performance as evidenced by a performance evaluation conducted pursuant to ~~Rule~~ chapter 60L-35, Florida Administrative Code.

**Article 19 2011 Legislative Impasse Resolution
INSURANCE BENEFITS**

~~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.~~

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation.

**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
PAY PLAN AND CLASSIFICATION OF WORK**

SECTION 1 – Pay Plan and Classification Changes

In instances where the State of Florida determines that a position or class possesses or assumes duties and responsibilities to warrant assignment to a different pay plan, a class outside this bargaining unit, or a different collective bargaining unit, the union will be provided with ten calendar (10) days notice and an opportunity to consult.

SECTION 2 – Exclusions

Specifically excluded are managerial employees and confidential employees as determined by the Florida Public Employees Relations Commission, and all persons paid from Other Personal Services (OPS) Funds as defined by Section 216.011(1), Florida Statutes.

**Article 22 2011 Legislative Impasse Resolution
VACANT**

~~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 2009-2010 and Fiscal Year 2010-2011.~~

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 upon ratification ~~as of the first day of July, 2008~~, and shall remain in full force and effect through the thirtieth day of June, 2012 ~~2011~~. 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.

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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 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.

Appendix A

SES PHYSICIANS UNIT CLASSES
(Collective Bargaining Unit Designation Code – 80)

Class Code	Class Title	Broadband Code	Broadband Occupation
5278 *	Physician	29-1062-06	Family and General Practitioners
5281 *	Senior Physician	29-1062-06	Family and General Practitioners

*** Designated as Safety Sensitive for the purposes of drug testing in accordance with Section 112.0455, Florida Statutes, the Drug-Free Workplace Act.**

Appendix-B

**SES PHYSICIANS UNIT
 Dues Checkoff Authorization Form**

Dues Authorization Form for State Employees

Membership dues \$26.50 per bi-weekly pay period or \$27.50 with COPE

~~Federation of Physicians and Dentists, NUHHCE, AFSCME, AFL-CIO, Dues Authorization~~

NAME	DED. CODE	DEPARTMENT	DIST/REGION
HOME ADDRESS-APT#	CITY	ZIP	HOME PHONE
WORK LOCATION NAME AND ADDRESS			SOCIAL SECURITY NUMBER
DUES PAYMENT	FULL-TIME EMPLOYEES: PLEASE CHECK YOUR CHOICE <input type="checkbox"/> OPTION 1 — DUES <input type="checkbox"/> MONTHLY <input type="checkbox"/> BIWEEKLY <input type="checkbox"/> OPTION 2 — DUES/COPE <input type="checkbox"/> MONTHLY <input type="checkbox"/> BIWEEKLY	PART-TIME EMPLOYEES: PLEASE CHECK YOUR <input type="checkbox"/> OPTION 1 — DUES <input type="checkbox"/> MONTHLY <input type="checkbox"/> BIWEEKLY <input type="checkbox"/> OPTION 2 — DUES/COPE <input type="checkbox"/> MONTHLY <input type="checkbox"/> BIWEEKLY	

The Federation of Physicians and Dentists (FPD) is hereby designated as my agent to represent me with the State of Florida.

I also request and authorize the State to deduct my earnings and transmit to the organization an amount sufficient to provide for regular payment of membership dues as certified from time to time by the organization.

I understand that such deduction is revocable upon thirty (30) days written notice to the employer and FPD, or by my transfer, promotion, or demotion out of this bargaining unit, or by termination of my employment, or pursuant to Section 447.507, Florida Statutes.

I hereby waive any rights and claims for said monies so deducted and transmitted in accordance with this authorization and indemnity to the state and its agents.

My signature hereto is also authorization for the State to release my social security number in reporting dues deductions.

Dues paid to FPD may not be deducted for federal income tax purposes, however, under limited circumstances, dues may qualify as a business expense.

 Signature Membership Date

I hereby authorize the State of Florida to deduct from my earnings one dollar per pay period for a FPD committee on political action (COPE) contribution.

This Authorization is signed voluntarily and with the understanding that the FPD (COPE) is engaged in joint fund-raising efforts with the AFL-CIO and will use such money contributed to make political contributions and expenditures in connection with federal, state and local elections.

I understand that such deduction is revocable upon thirty (30) days written notice to the employer and FPD (COPE). The State shall be absolved of any liability resulting from the collection of such assessment.

Contributions for COPE to FPD are not deductible as charitable contributions for federal income tax purposes (for Option 2 and 4 only).

 Signature Voluntary Political Contribution Date