



AGREEMENT

THE STATE OF FLORIDA

and

**FEDERATION OF PHYSICIANS AND
DENTISTS/AHPE**

**Selected Exempt Service
Supervisory Non-Professional Unit**

July 1, 2009 through June 30, 2012

**Incorporates FY 2010-2011 reopener revisions
to Articles 7, 23 and 25**

**Strike-through / underline FY 2011-2012 reopener revisions
to Articles 3, 23, 25 and 27
pursuant to 2011 legislative impasse resolution, Section 447.403, F.S.**

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AGREEMENT

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

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between State government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State Government; and

WHEREAS, it is the intent of the parties to this Contract to set forth the entire agreement with respect to matters within the scope of negotiations; and

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

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

Article 1 RECOGNITION

SECTION 1 – Recognition

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

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

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

SECTION 2 - Exclusions

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

SECTION 3 - Pay Band and Occupational Level Changes

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

Article 2 GENDER REFERENCE

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

Article 3 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 State.~~

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

~~(C) This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.~~

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

SECTION 2—Remittance

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

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

SECTION 3—Termination of Deduction

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

SECTION 4

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

Article 4
NO DISCRIMINATION

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

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

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

(C) Any claim of discrimination or sexual harassment 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 Activities

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

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

Article 5 UNION ACTIVITIES AND EMPLOYEE REPRESENTATION

SECTION 1 – Union Seminars and Conventions

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

SECTION 2 - Consultation Meetings

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

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

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

SECTION 3 - Bulletin Boards

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

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

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

SECTION 4 - Employee Lists

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

prepared.

SECTION 5 – Broad Banding Occupational Level Lists

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

SECTION 6 - Representative Access

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

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

SECTION 7 – Negotiation Committee

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

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

**Article 6
GRIEVANCE PROCEDURE**

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

SECTION 1 - Definitions

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

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

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

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

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

SECTION 2 - Election of Remedy

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

SECTION 3 - Union Representation

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provisions of this Article) whether or not he shall be represented by the Union. When an employee has elected Union representation, both the employee

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

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

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

(D) If a grievance meeting is held during the working hours of any Required Participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

SECTION 4 - Procedures

(A) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the State to take the action complained of; subject, however to the final disposition of the grievance.

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

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

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

(1) Informal Discussion

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

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

(2) Step 1

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

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

(3) Step 2

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

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

(4) Step 3 - Arbitration

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

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

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

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

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

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

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

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

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

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

b. Limiting or interfering in any way with the powers, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement.

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

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

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

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

(5) Time Limits

(a) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

(b) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

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

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

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

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

Article 7 EMPLOYEE STANDARDS OF CONDUCT

SECTION 1 - Employee Representation Right

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

SECTION 2 - Employee Election

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

SECTION 3 - State Denial of Representation

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

SECTION 4 - Standards of Conduct

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

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

(C) Each Unit employee shall serve at the pleasure of the agency head and may be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion and upon prior review and consideration of the agency head or designee. Upon written request of the Union agencies will in accordance with chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.

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

**Article 8
EMPLOYEE RIGHTS**

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

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

(C) Employee participation in charitable drives is voluntary.

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

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

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

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

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

**Article 9
VACANT**

**Article 10
CAREER OPPORTUNITIES**

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

**Article 11
CLASSIFICATION AND PAY PLAN**

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

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

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

(D) The classification and pay plan includes:

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

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

(F) The Department of Management Services may adjust any pay band in the classification and pay plan when such adjustments are appropriate. Any salary adjustment shall be consistent with state law. The Union shall be notified, in writing, of any individual salary increases.

Article 12 PERSONNEL FILE

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

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

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

Article 13 SAFETY

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

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

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

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

Article 14 REVIEW AND PERFORMANCE EVALUATIONS

Employees shall be evaluated at least annually on the date or dates determined by their agency; such evaluations shall be conducted by the employee's immediate supervisor or a designated managerial employee who has knowledge of the employee's duties, responsibilities and job

performance. The evaluation shall be an assessment of an employee's performance of assigned duties and responsibilities, and shall inform the employee of his or her strengths and weaknesses. The rater will provide the employee with coaching and meaningful feedback regarding job performance throughout the evaluation period. The rater shall inform the employee in writing throughout the evaluation period of performance deficiencies that could result in a "Below Expectation" or "Unacceptable" rating and corrective action to be taken in order to facilitate the employee's progress toward meeting performance expectations.

Article 15
SCOPE OF PROFESSIONAL RESPONSIBILITIES

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

Article 16
EMPLOYMENT OUTSIDE OF STATE GOVERNMENT

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

Article 17
DRUG TESTING

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

Article 18
HOURS OF WORK/OVERTIME & LEAVES OF ABSENCE

SECTION 1 - Hours of Work – Excluded Employees

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

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

(A) The normal workweek for each full-time employee shall be 40 hours. The agencies will ensure that time and attendance sheets accurately reflect all time worked regardless of whether the Unit

employee is a non-exempt or exempt FLSA employee. Unit employees will be informed of any changes made to their time and attendance sheet by the supervising authority, prior to its submission to payroll.

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

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

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

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

SECTION 3 – Leaves of Absence

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

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

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

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

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

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

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

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

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

Article 19 HOLIDAYS

SECTION 1 – Recognized Holidays

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

The following holidays are State recognized holidays:

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

SECTION 2 – Personal Holiday

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

Article 20 TRAINING

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

SECTION 1 - Employee Training

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

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

(C) Employees shall ensure that all licensures or certifications required by their position shall remain in good standing. If education or training is required for employees to remain in their position the employees attendance at required training or education courses shall be considered hours of work. Employees may be reimbursed for the cost of required training and or education to maintain required licensures or certifications as authorized by law.

SECTION 2 - Employee Education

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

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

SECTION 3 - Educational Assistance Plan

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. During the term of this agreement, and subject to additional funding, the Governor agrees to seek approval of the Legislature to continue the existing program for the provision of tuition-free courses.

SECTION 4 - Grievability

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

**Article 21
TRAVEL EXPENSES**

SECTION 1 – Allowable Expenses

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

(A) Eighty dollars per diem; or

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

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

SECTION 2 – Exceptions

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

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

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

**Article 22
REPLACEMENT OF PERSONAL PROPERTY**

(A) An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription glasses, or such other items of personal property as have been given prior approval by the agency and the Secretary or

Management Services or designee as being required by the employee to perform the duties of the position, will be reimbursed as provided herein.

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

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

Article 23 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 affecting 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 24 CALL BACK

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

Article 25 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.

~~SECTION 4 – Special Pay Issue – Department of Children and Families, Economic Self-Sufficiency Program, Automated Community Connection to Economic Self-Sufficiency (ACCESS) Program~~

~~The Automated Community Connection to Economic Self-Sufficiency (ACCESS) Program was awarded federal funds for achieving a low error rate in the determination of client eligibility for food stamps. Appropriations in the Department of Children and Families Economic Self-Sufficiency Program and salaries and benefits appropriation category are approved in the FY 2010-2011 General Appropriations Act to provide a one-time salary bonus of \$500 plus applicable taxes to reward the eligible employees of the ACCESS program for their superior achievement and national recognition in the Supplemental Nutrition Assistance Program. The bonus is effective July 1, 2010.~~

Article 26 PRINTING OF THE AGREEMENT

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

Article 27 2011 Legislative Impasse Resolution VACANT PREVAILING RIGHTS

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

Article 28 MANAGEMENT RIGHTS

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

Article 29 ENTIRE AGREEMENT

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

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

understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

(D) The State and the Union agree that any four (4) articles within this agreement that either party desires to reopen shall be subject to negotiations for Fiscal Year 2010-2011 and Fiscal Year 2011-2012.

Article 30 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3) and Chapter 110, Part V, Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portion of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 31 DURATION

SECTION 1 - Term

This Agreement shall be effective as of the first day of July 2009, and shall remain in full force and effect through the thirtieth day of June 2012. Each year either party may demand bargaining and reopen any four (4) articles. Parties need to provide notice of the intent to reopen an article prior to the statutorily set date of impasse.

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

SECTION 2 - Notices

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

SECTION 3 - Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement, as provided above would apply only to those bargaining Unit employees permanently or temporarily assigned to such areas.

APPENDIX A

**SES SUPERVISORY NON-PROFESSIONAL UNIT CLASSES
 (Collective Bargaining Unit Designation – 86)**

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

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

Class Code	Class Title	Broadband Code	Broadband Occupation
0108	ADMINISTRATIVE SECRETARY- SES	43-6011-02	EXECUTIVE SECRETARIES & ADMIN ASSISTANTS
6536	AIRCRAFT MECHANIC SUPERVISOR - SES	49-1011-03	FIRST-LIN SUPV/MGR OF MECHAN/INSTAL/REPR
2144	APPLICATION SYSTEMS PROGRAMMER III-SES	15-1021-04	COMPUTER PROGRAMMERS
6532	ASSISTANT FACILITIES MANAGER - SES	11-9021-01	CONSTRUCTION MANAGERS
2015	AUTOMATED SCHEDULING SOFTWARE SPEC - SES	15-1099-02	COMPUTER SPECIALISTS, ALL OTHER
6540	AUTOMOTIVE EQUIPMENT MECHANIC II - SES	49-3023-02	AUTOMOTIVE SERVICE TECHNICIAN & MECHANIC
6541	AUTOMOTIVE/MARINE EQUIP REPAIR SUPV -SES	49-1011-03	FIRST-LIN SUPV/MGR OF MECHAN/INSTAL/REPR
0276	CENTREX ADMINISTRATOR -SES	11-1021-01	GENERAL AND OPERATIONS MANAGERS
0267	CENTREX OPERATOR SUPERVISOR - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
7512	CERTIFICATION SPECIALIST-DACS - SES	45-2011-04	AGRICULTURAL INSPECTORS
5548	CERTIFIED RAD TECHNOL-RADIO SUPV - SES	29-2034-03	RADIOLOGIC TECHNOLOGISTS AND TECHNICIANS
5550	CERTIFIED RADIOLOGIC TECHNOLOGST-MGR-SES	11-9111-02	MEDICAL AND HEALTH SERVICES MANAGERS
0007	CLERICAL SUPERVISOR - SES	43-1011-01	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
7205	COMMUNICATIONS SUPERVISOR I - SES	49-1011-03	FIRST-LIN SUPV/MGR OF MECHAN/INSTAL/REPR
2025	COMPUTER OPERATIONS SUPERVISOR - SES	15-1099-02	COMPUTER SPECIALISTS, ALL OTHER
2023	COMPUTER OPERATOR III - SES	15-1099-02	COMPUTER SPECIALISTS, ALL OTHER
2102	COMPUTER PROGRAMMER ANALYST I - SES	15-1021-02	COMPUTER PROGRAMMERS
2103	COMPUTER PROGRAMMER ANALYST II - SES	15-1021-02	COMPUTER PROGRAMMERS
2105	COMPUTER PROGRAMMER/ANALYST I-F/C - SES	15-1021-02	COMPUTER PROGRAMMERS
6208	CONCESSIONS SUPERVISOR - SES	41-1012-02	FIRST-LINE SUPV/MGR NON-RETAIL SALE WKR
6512	CUSTODIAL SUPERVISOR I - F/C - SES	37-1011-01	FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR
6527	CUSTODIAL SUPERVISOR I - SES	37-1011-01	FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR
6513	CUSTODIAL SUPERVISOR II - F/C - SES	37-1011-02	FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR
6528	CUSTODIAL SUPERVISOR II - SES	37-1011-02	FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR
6523	CUSTODIAL SUPERVISOR III - F/C - SES	37-1011-03	FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR
6529	CUSTODIAL SUPERVISOR III - SES	37-1011-03	FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR
2121	DATA BASE ANALYST - SES	15-1061-02	DATABASE ADMINISTRATORS
2002	DATA ENTRY OPERATOR SUPERVISOR I - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
2005	DATA ENTRY OPERATOR SUPERVISOR II - SES	43-9021-02	DATA ENTRY KEYERS
2013	DATA PROCESSING CONTROL SPECIALIST - SES	15-1099-01	COMPUTER SPECIALISTS, ALL OTHER
5638	DENTAL ASSISTANT SUPERVISOR - SES	31-9091-03	DENTAL ASSISTANTS
5650	DENTAL TECHNICIAN SUPERVISOR - SES	31-9091-03	DENTAL ASSISTANTS
2052	DISTRIBUTED COMPUTER SYSTEM ANALYST - SES	15-1071-02	NETWORK & COMPUTER SYSTEMS ADMINISTRATOR

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 Incorporates 2010-2011 Reopener Revisions and 2011 Legislative Impasse Resolution

Class Code	Class Title	Broadband Code	Broadband Occupation
2050	DISTRIBUTED COMPUTER SYSTEMS SPEC - SES	15-1071-02	NETWORK & COMPUTER SYSTEMS ADMINISTRATOR
8411	DUTY OFFICER SUPERVISOR - SES	33-1099-03	FIRST-LIN SUPV/MGR PROT SERV WKR/NONSWRN
2017	EDP QUALITY CONTROL/SCHEDULING SUPV-SES	15-1099-03	COMPUTER SPECIALISTS, ALL OTHER
7235	ELECTRONIC TECHNICIAN SUPERVISOR - SES	49-1011-03	FIRST-LIN SUPV/MGR OF MECHAN/INSTAL/REPR
4622	ENGINEERING TECHNICIAN SUPV II - SES	17-3029-02	ENGINEERING TECHNICIANS, ALL OTHER
6531	EXECUTIVE HOUSEKEEPER - SES	37-2012-04	BUTLERS, MAIDS AND HOUSEKEEPING CLEANERS
6524	FACILITIES SHIFT SUPERVISOR - SES	37-1011-03	FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR
1418	FISCAL ASSISTANT II - SES	43-3031-02	BOOKKEEPING, ACCOUNTING & AUDITING CLERK
6217	FOOD CONTROL SPECIALIST - SES	35-2021-01	FOOD PREPARATION WORKERS
6215	FOOD PRODUCTION & SVS SUPV - SES	35-1012-01	FIRST-LINE SUPV/MGR FOOD PREP & SERV WK
6219	FOOD SERVICE ADMINISTRATOR - SES	11-9051-01	FOOD SERVICE MANAGERS
2116	GEOGRAPHIC INFORMATION SYSTEM ADMIN-SES	11-9199-02	MANAGERS, ALL OTHER
6395	GROUNDSKEEPING SUPERVISOR I - SES	37-1012-02	FIRST-LINE SUPV/MGR LANDSCAP/LAWN/GROUND
6396	GROUNDSKEEPING SUPERVISOR II - SES	37-1012-03	FIRST-LINE SUPV/MGR LANDSCAP/LAWN/GROUND
6397	GROUNDSKEEPING SUPERVISOR III - SES	37-1012-04	FIRST-LINE SUPV/MGR LANDSCAP/LAWN/GROUND
5673	HEALTH INFO SPECIALIST SUPV-F/C - SES	43-4071-03	FILE CLERKS
5666	HEALTH INFORMATION SPECIALIST- SES	43-4071-03	FILE CLERKS
5672	HEALTH INFORMATION SPECIALIST SUPV - SES	43-4071-03	FILE CLERKS
5667	HEALTH INFORMATION SPECIALIST-F/C - SES	43-4071-03	FILE CLERKS
5518	HEALTH SUPPORT TECHNICIAN - SES	31-1011-01	HOME HEALTH AIDES
4747	HIGHWAY MAINTENANCE SUPERVISOR I - SES	47-4051-03	HIGHWAY MAINTENANCE WORKERS
4750	HIGHWAY MAINTENANCE SUPERVISOR II - SES	47-4051-03	HIGHWAY MAINTENANCE WORKERS
4753	HIGHWAY MAINTENANCE SUPERVISOR III - SES	47-4051-03	HIGHWAY MAINTENANCE WORKERS
4756	HIGHWAY MAINTENANCE SUPERVISOR IV - SES	47-4051-03	HIGHWAY MAINTENANCE WORKERS
6236	HOUSEKEEPING & LAUNDRY MANAGER - SES	11-9199-01	MANAGERS, ALL OTHER
5733	HUMAN SERVICES SUPERVISOR I - SES	31-1013-02	PSYCHIATRIC AIDES
5734	HUMAN SERVICES SUPERVISOR II - SES	31-1013-02	PSYCHIATRIC AIDES
8230	INSTITUTION SECURITY OFFICR SH SPV - SES	33-9032-02	SECURITY GUARDS
8233	INSTITUTIONAL SECURITY SUPERVISOR - SES	33-9032-03	SECURITY GUARDS
6468	INSTRUMENT MAKER-DESIGNER - SES	51-2099-03	ASSEMBLERS AND FABRICATORS, ALL OTHER
5713	JUVENILE JUSTICE DETENTION OFF SUPV-SES	21-1092-03	PROBATION OFFICER & CORR TREATMENT SPEC
5727	JUVENILE JUSTICE RESIDENT OFF SUP II-SES	21-1092-03	PROBATION OFFICER & CORR TREATMENT SPEC
5726	JUVENILE JUSTICE RESIDENT OFF SUP I-SES	21-1092-02	PROBATION OFFICER & CORR TREATMENT SPEC
6390	LABORER SUPERVISOR - SES	53-1021-02	FIRST-LIN SUPV/MGR OF HELPER/LABOR/MOVER
6230	LAUNDRY ADMINISTRATOR I - SES	11-9199-01	MANAGERS, ALL OTHER
6232	LAUNDRY ADMINISTRATOR II - SES	11-9199-01	MANAGERS, ALL OTHER
6227	LAUNDRY SUPERVISOR - SES	51-6011-01	LAUNDRY AND DRY-CLEANING WORKERS
0427	LICENSE ISSU/ELEC & CORP RECD SPV II-SES	13-1041-03	COMPLIANCE OFFICERS
0412	LICENSE ISSUANC/ELEC & CORP RECD ADM-SES	11-1021-01	GENERAL AND OPERATIONS MANAGERS
0411	LICENSE ISSUANC/ELEC & CORP RECD SUP-SES	13-1041-02	COMPLIANCE OFFICERS
6225	LINEN SERVICE SPECIALIST - SES	51-6011-01	LAUNDRY AND DRY-CLEANING WORKERS
6466	MAINTENANCE MECHANIC - SES	49-9042-02	MAINTENANCE AND REPAIR WORKERS, GENERAL
6534	MAINTENANCE SERV SUPERINTENDENT II - SES	11-9021-01	CONSTRUCTION MANAGERS
6375	MAINTENANCE SUPERVISOR I - SES	49-1011-03	FIRST-LIN SUPV/MGR OF MECHAN/INSTAL/REPR
6376	MAINTENANCE SUPERVISOR II - SES	49-1011-03	FIRST-LIN SUPV/MGR OF MECHAN/INSTAL/REPR
2209	MANAGEMENT ANALYST I - SES	13-1111-02	MANAGEMENT ANALYSTS

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 Incorporates 2010-2011 Reopener Revisions and 2011 Legislative Impasse Resolution

Class Code	Class Title	Broadband Code	Broadband Occupation
6564	MARINE CAPTAIN I - SES	53-5021-03	CAPTAIN, MATE, & PILOT OF WATER VESSELS
6554	MARINE SERVICES SUPERVISOR - SES	49-3051-03	MOTORBOAT MECHANICS
6446	MASTER ELECTRICIAN -SES	49-2094-03	ELECTRIC/ELECTRON REPR/COMR INDUST EQUIP
5021	MEDICAL LABORATORY TECHNICIAN III - SES	29-2012-03	MEDICAL & CLINICAL LABORATORY TECHNICIAN
5603	MEDICAL LABORATORY TECHNOLOGIST II - SES	29-2012-03	MEDICAL & CLINICAL LABORATORY TECHNICIAN
5747	MEDICAL UNIT SUPERVISOR - F/C - SES	43-4071-03	FILE CLERKS
5749	MEDICAL UNIT SUPERVISOR - SES	43-4071-03	FILE CLERKS
8226	MENTAL HEALTH SECURITY CHIEF - SES	33-9032-04	SECURITY GUARDS
8225	MENTAL HLTH SECURTY SPEC SHFT SUPV - SES	33-9032-03	SECURITY GUARDS
6393	NURSERY/LANDSCAPE SUPERVISOR - SES	37-1012-03	FIRST-LINE SUPV/MGR LANDSCAP/LAWN/GROUND
2047	OFFICE AUTOMATION ANALYST - SES	15-1041-02	COMPUTER SUPPORT SPECIALISTS
2041	OFFICE AUTOMATION SPECIALIST I - SES	15-1041-01	COMPUTER SUPPORT SPECIALISTS
2043	OFFICE AUTOMATION SPECIALIST II - SES	15-1041-01	COMPUTER SUPPORT SPECIALISTS
0126	OFFICE OPERATIONS SUPERVISOR I - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
0129	OFFICE OPERATIONS SUPERVISOR II - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
8823	PARI-MUTUEL REGIONAL MANAGER - SES	11-9071-02	GAMING MANAGERS
6318	PRINT SHOP SUPERVISOR I - SES	51-1011-02	FIRST-LIN SUPV/MGR OF PROD/OPERATING WKR
6321	PRINTING/REPRODUCTION ADMIN-SES	51-1011-03	FIRST-LIN SUPV/MGR OF PROD/OPERATING WKR
2106	PROGRAMMER/ANALYST SUPERVISOR - SES	15-1021-04	COMPUTER PROGRAMMERS
6026	REHABILITATION TECHNICIAN-BLIND-SES	21-1015-02	REHABILITATION COUNSELORS
5736	RESIDENTIAL UNIT SPECIALIST - SES	31-1013-02	PSYCHIATRIC AIDES
5581	RESPIRATORY CARE SPECIALIST II - SES	29-2054-03	RESPIRATORY THERAPY TECHNICIANS
0104	SECRETARY SPECIALIST - SES	43-6014-01	SECRETARIES, EXCPT LEGAL, MEDICAL & EXEC
8203	SECURITY GUARD SUPERVISOR - SES	33-9032-01	SECURITY GUARDS
0008	SENIOR CLERICAL SUPERVISOR - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
0010	SENIOR CLERICAL SUPERVISOR-F/C - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
0004	SENIOR CLERK - SES	43-9061-02	OFFICE CLERKS, GENERAL
2028	SENIOR COMPUTER OPERATIONS SUPV - SES	15-1099-03	COMPUTER SPECIALISTS, ALL OTHER
2019	SENIOR EDP QUAL CONTROL/SCHEDUL SPV - SES	15-1099-03	COMPUTER SPECIALISTS, ALL OTHER
6331	SENIOR OPERATING TECHNICIAN-SES	49-9098-01	HELPERS/INSTALL/MAINTENANCE & REPAIR WKR
6454	SENIOR REFRIGERATION MECHANIC - SES	49-9021-03	HEATING/AIR COND/REFRIG MECHANIC/INSTALER
0093	SENIOR WORD PROCESS SYSTEM OPERATOR - SES	43-9022-02	WORD PROCESSORS AND TYPISTS
6517	SHOP SUPERVISOR - SES	51-1011-03	FIRST-LIN SUPV/MGR OF PROD/OPERATING WKR
0120	STAFF ASSISTANT - SES	43-6011-02	EXECUTIVE SECRETARIES & ADMIN ASSISTANTS
2614	STATE WARNING POINT COMMUNICAT SUPV - SES	33-1099-03	FIRST-LIN SUPV/MGR PROT SERV WKR/NONSWRN
0921	STOREKEEPER II - SES	43-9199-01	OFFICE & ADMIN SUPPORT WORKER, ALL OTHER
0924	STOREKEEPER SUPERVISOR - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
0927	STORES SUPERVISOR - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
1424	SUPERVISING FISCAL ASSISTANT II - SES	43-3031-02	BOOKKEEPING, ACCOUNTING & AUDITING CLERK
6204	SUPPORT SERVICE SUPERVISOR - SES	43-1011-01	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
0258	SWITCHBOARD OPERATOR SUPERVISOR - SES	43-1011-01	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
2111	SYSTEMS PROGRAMMER I - SES	15-1081-02	NETWORK SYSTEM & DATA COMMUNICAT ANALYST
2113	SYSTEMS PROGRAMMER II - SES	15-1081-03	NETWORK SYSTEM & DATA COMMUNICAT ANALYST
2115	SYSTEMS PROGRAMMER III - SES	15-1081-04	NETWORK SYSTEM & DATA COMMUNICAT ANALYST
2109	SYSTEMS PROJECT ADMINISTRATOR - SES	11-3021-02	COMPUTER & INFORMATION SYSTEMS MANAGERS

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Class Code	Class Title	Broadband Code	Broadband Occupation
2107	SYSTEMS PROJECT ANALYST - SES	15-1051-03	COMPUTER SYSTEMS ANALYSTS
2034	TELECOMMUNICATIONS SPECIALIST II - SES	15-1081-01	NETWORK SYSTEM & DATA COMMUNICAT ANALYST
2037	TELECOMMUNICATIONS SUPERVISOR - SES	15-1081-03	NETWORK SYSTEM & DATA COMMUNICAT ANALYST
5559	THERAPY AIDE SUPERVISOR - SES	31-9099-03	HEALTHCARE SUPPORT WORKERS, ALL OTHER
0338	TOLL COLLECTOR SUPERVISOR - SES	41-1012-02	FIRST-LINE SUPV/MGR NON-RETAIL SALE WKR
6464	TRADES SUPERVISOR - F/C - SES	47-1011-03	FIRST-LINE SUPV/MGR OF CONST TRADE WKR
6465	TRADES SUPERVISOR - SES	47-1011-03	FIRST-LINE SUPV/MGR OF CONST TRADE WKR
6341	TURBINE OPERATOR -SES	51-8013-01	POWER PLANT OPERATORS
5786	UNIT TREATMENT & REHAB SUPV I-F/C - SES	31-1013-03	PSYCHIATRIC AIDES
5793	UNIT TREATMNT & REHAB SR SUPV I-F/C -SES	31-1013-03	PSYCHIATRIC AIDES
5777	UNIT TRTMNT & REHAB SENIOR SUPV I - SES	31-1013-03	PSYCHIATRIC AIDES
5710	UNIT TRTMNT & REHAB SUPV I - SES	31-1013-03	PSYCHIATRIC AIDES
6345	UTILITIES SUPERVISOR-LWP/MUP - SES	51-1011-04	FIRST-LIN SUPV/MGR OF PROD/OPERATING WKR
6342	UTILITIES SUPERVISOR-SUI - SES	51-1011-03	FIRST-LIN SUPV/MGR OF PROD/OPERATING WKR
1310	VOCATIONAL INSTRUCTOR I - SES	25-1194-01	VOCATIONAL EDUCAT TEACHER, POSTSECONDARY
1311	VOCATIONAL INSTRUCTOR II - SES	25-1194-01	VOCATIONAL EDUCAT TEACHER, POSTSECONDARY
1312	VOCATIONAL INSTRUCTOR III - SES	25-1194-02	VOCATIONAL EDUCAT TEACHER, POSTSECONDARY
1314	VOCATIONAL TRAINING SUPV I - SES	25-1194-03	VOCATIONAL EDUCAT TEACHER, POSTSECONDARY
0097	WORD PROCESSING SYS OPER SUPV - F/C -SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
0096	WORD PROCESSING SYSTEM OPERAT SUPV - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
0090	WORD PROCESSING SYSTEMS OPERATOR - SES	43-9022-01	WORD PROCESSORS AND TYPISTS

APPENDIX B

**~~DUES AUTHORIZATION FORM FOR STATE EMPLOYEES (SES)
PROFESSIONAL MANAGERS & SUPERVISORS ASSOCIATION (PMSA)
(Federation of Physicians and Dentists/AHPE PMSA, NUHHGE, AFSCME, AFL 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

~~The Federation of Physicians and Dentists (FPD)/AHPE PMSA 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/PMSA, 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 indemnify 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/PMSA may not be deducted for federal income tax purposes, however, under limited circumstances, dues may qualify as a business expense.~~

Signature _____ Date

Mail To: Federation of Physicians and Dentists,
1310 Cross Creek Circle, Suite C2, Tallahassee, FL
32301, Fax: 850-942-6722

~~I hereby authorize the State of Florida to deduct from my earnings one dollar per pay period for a FPD/PMSA Committee on Political Action (COPE) contribution.~~

~~This authorization is signed voluntarily and with the understanding the FPD/PMSA (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/PMSA (COPE). The State shall be absolved of any liability resulting from the collection of such assessment.~~

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

Signature Voluntary Political Contribution _____ Date