



AGREEMENT

THE STATE OF FLORIDA

and

**THE FEDERATION OF PHYSICIANS
AND DENTISTS**

**Selected Exempt Service
Physicians Bargaining Unit**

**Effective January 27, 2021
through June 30, 2023**

*Strike Through / Underline Changes to
2019-2020 Agreement*

*Incorporates 2020 Legislative Impasse Resolution to
Article 18 and Legislative Resolution to
Article 19 effective July 1, 2020*

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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 Bargaining 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.

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 comprised 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.

Article 1
RECOGNITION

(A) In accordance with section 447.203(2), Florida Statutes, the state hereby recognizes the Federation of Physicians and Dentists (Union) 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,” 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.

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
VACANT

Article 4
NO DISCRIMINATION

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

(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 unlawful discrimination with an Agency Head or 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 unlawful discrimination by an employee against the state under this Section, except for grievances related to Union membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

SECTION 2 – Non-Discrimination - Union Activity

(A) Neither the state nor the Union shall interfere with the right of employees to become or refrain from becoming members of the Union, and the Union shall not discriminate against any employee because of membership or non-membership in any employee organization.

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

Article 5

EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 1 – Definition

The term “employee” as used in this Agreement, shall mean an employee included in the bargaining unit represented by the Federation of Physicians and Dentists (Union).

SECTION 2 – Selected Exempt Service Rule Interpretations

The state will maintain on the Department of Management Services’ website any written interpretations of the Rules of the State Personnel System.

SECTION 3 – Consultation Meetings

(A) Upon request by the Union, the Secretary of the Department of Management Services or designee shall make a good faith effort to 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 or designee shall make a good faith effort to meet and consult on a quarterly basis. Such meetings shall be held at a time and place agreed to by the Agency Head or designee and the Union.

(C) Consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the regular work hours of any participant, such hours shall be deemed time worked. Attendance at the consultation meeting outside of regular work hours shall not be deemed time worked.

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

(E) 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 4 – Bulletin Boards

(A) Where requested in writing, and where justified by the number of employees affected, the state agrees to furnish at state institutions where employees are employed, wall space not to exceed 20” X 30” for Union purchased bulletin boards. Space will be provided in those areas as 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 employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of employees. 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 5 – Employee Lists

(A) Upon request of the Union on no more than a quarterly basis, the state will provide it with personnel data from the state personnel database (People First). These data will include employees’ names, home addresses, work locations, classification titles, and other data elements as identified by the Union that are not confidential under state law. This information will be prepared on the basis of the latest information available in the database at the time of the request.

(B) It is the state’s policy to protect employee data exempt from public access under the provisions of Florida Statute 119.071(4) from inadvertent or improper disclosure. Such data include home addresses, telephone numbers, social security numbers, and dates of birth. The Union agrees, therefore, that these exempt data are provided for the sole and exclusive use of the Union in carrying out its role as certified bargaining agent. This information may not be relayed, sold, or transferred to a third party and may not be used by an entity or individual for any purpose other than Union business.

SECTION 6 – Selected Exempt Service Class Specifications and Rules of the State Personnel System

The state will maintain on the Department of Management Services’ website the classification specifications and the Rules of the State Personnel System.

SECTION 7 – Negotiations

(A) All collective bargaining is to be conducted with state representatives designated for that purpose by the Governor, as chief executive officer. While negotiating meetings shall normally be held in Tallahassee, the state and the Union may 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 other levels of state government.

(B) The Union may designate certain employees to serve on its negotiation committee, and such employees will be granted administrative leave to attend negotiation sessions with the state. The Union negotiation committee shall be limited to up to five employees and no more than two per agency. The state shall not reimburse employees for travel, meals, and lodging in connection with negotiations unless the state specifically requests that an employee be in attendance to elaborate on a particular issue.

SECTION 8 – Employee Assistance Programs

The state and the Union encourage and support the creation of Employee Assistance Programs by agencies, and the utilization of such programs by employees.

SECTION 9 – Charitable Solicitations

Employee participation in charitable drives is voluntary.

SECTION 10 – Representative Access

(A) The state agrees that designated Union Representatives shall have access to state controlled premises where 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. Access shall be during the regular working hours of the employee and only for the purpose of investigating an employee's grievance.

SECTION 11 – Professional Council

(A) A physician's professional council may be organized at a state institution or facility employing more than ten employees, or in the case of Public Health Departments, such councils shall be comprised of up to six 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 members and not more than one council member may be selected from the same location or work unit. A chairperson will be elected annually from the council members.

SECTION 12 – Employee Rights

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 13 – Creditors

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

SECTION 14 – Prohibited Personnel Practices or Policies

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

SECTION 15 – Copy of Job Description

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

SECTION 16 – Toll Allowance

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 17 – Outside Employment

An employee who wishes to perform other employment outside of state government shall secure approval in advance. Permission shall not be unreasonably withheld as long as such outside employment does not conflict with the employee's state employment nor with the employing agency's procedures limiting such outside employment.

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 and the state, 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, filed on the appropriate form as contained in Appendix B of the Agreement.

(B) “Grievant” shall mean an employee or 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 business days. “Business days” refers to the ordinary business hours, i.e., 8:00 a.m. until 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located. Furthermore, “business days” do not include any day observed as a holiday pursuant to section 110.117, Florida Statutes, holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Agreement, or day during a suspension of grievance processing as agreed in writing by the parities. “Business days” also do not include a day(s) on which the offices of DMS or any agency employing bargaining unit members are closed under an Executive Order of the Governor or otherwise for an emergency condition or disaster under the provisions of Rule 60L-34.0071(3)(e).

(D) “Grievance Representative” shall mean an employee designated by the Union to investigate grievances and to represent grievants at 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 an 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 he shall be represented by the Union. If a grievant selects a Union Grievance Representative to represent him in a grievance which has been properly filed in accordance with this Article, the Union Grievance Representative may be allowed a reasonable amount of annual leave to investigate the grievance. Such annual leave shall be subject to prior approval by the Union Grievance Representative's immediate supervisor; however, approval of such leave will not be withheld if the Union Grievance Representative can be allowed such time off without interfering with, or unduly hampering the operations of the unit to which the Union Grievance Representative is regularly assigned. When a grievant has elected Union representation, both the grievant and the Union Grievance Representative shall be notified of Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the grievant and the Union Grievance Representative, and any decision agreed to by the state and the Union shall be binding on the grievant.

(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. A grievant 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, mediation, or arbitration hearing is held or requires reasonable travel time during the regular work hours of grievant, a representative of the grievant, or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitrations outside of a participant's regular work hours shall not be deemed time worked. The state will not pay the expenses of participants attending such meetings on behalf of the Union.

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. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

(B) The resolution of a grievance prior to arbitration 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) **Step 1**

(a) The employee may file a written grievance at Step 1, provided such written grievance is filed within 15 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the employee or designated representative shall submit to the Step 1 management representative a grievance form, along with documents in support of the Step 1 grievance, as contained in Appendix B of this Agreement, setting forth specifically the complete facts 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 meet with the grievant and/or the Union Representative to discuss the grievance and shall communicate a decision in writing to the grievant and to the Union Representative, if any, within 10 days following receipt of the written grievance.

(2) **Step 2**

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's ~~FPD-Union~~ representative may appeal the grievance in writing on the grievance form contained in Appendix B of this Agreement, to the Agency Head or designee within 10 days following receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written Step 1 response and documentation in support of the grievance. The grievance form must be completed in its entirety.

(b) The Agency Head or designee may meet with the Union Representative to discuss the grievance. The Agency Head or designee shall communicate a decision in writing to the grievant and to the Union Representative within 15 days following receipt of the written grievance.

(3) **Step 3**

(a) If the grievance is not resolved at Step 2, the grievant or the grievant's FPD Representative may ~~submit-appeal~~ the grievance in writing on the grievance form contained in Appendix B of this Agreement by submitting it to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950 or by email to: Step3Grievances@dms.myflorida.com within 15 days following receipt of the decision at Step 2 provided the Step 2 decision is received on or before the due date. 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. The grievance form must be completed in its entirety.

(b) The Department of Management Services' designee may meet with the Union Representative to discuss the grievance. The designee shall communicate a decision in writing to the grievant and the Union Representative within 15 days following receipt of the written grievance. When the grievance is eligible for initiation at Step 3, the grievance shall be filed on the grievance form contained in Appendix B of this Contract, setting forth specifically the facts on

which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested.

(4) Grievance Mediation

(a) The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. If the parties choose to mediate the grievance, the Arbitration Coordinator will provide the parties with the name, contact information, and availability of the FMCS mediator. The parties will then schedule a mediation within 40 days of the filing of the Request for Arbitration unless mediator availability requires a lengthier period. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (5)(e) below may be extended by mutual agreement beyond five months.

(b) If the mediation is unsuccessful in resolving the grievance, the Union will notify the Arbitration Coordinator and the agency representative within 10 days after the mediation concludes whether it will proceed to arbitration of the grievance or withdraw it. If the Union chooses to proceed to arbitration, the Arbitration Coordinator will provide the parties and the arbitrator with the name, contact information, and availability of the next arbitrator on the panel in rotation. The arbitrator shall then schedule the hearing with the parties, with notice to the Arbitration Coordinator, not later than 60 days from the date the mediation concludes without a resolution of the grievance. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on unusual and compelling circumstances.

(5) Arbitration

(a) Arbitration Filing. An appeal to arbitration shall be submitted on the appropriate form as contained in Appendix C of the Contract by sending it to the Arbitration Coordinator at the following address: Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050. The form may also be transmitted via email to: arbitration.coordinator@dms.myflorida.com; or by personal service or facsimile. The appeal shall include a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents in support of the grievance and written responses to it.

(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 as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. An appeal to arbitration shall be submitted to the Arbitration Coordinator at the following address: Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050. The appeal may also be transmitted via email to: arbitration.coordinator@dms.myflorida.com; or by personal service or facsimile.

(b) The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible but no more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall provide the parties with the names of succeeding arbitrators on the panel in rotation until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline.

(bc) The arbitrator shall be one person from a panel of three permanent arbitrators, selected by the state and the Union to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall notify the state/agency representative, the Union representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. The Arbitration Coordinator shall provide the arbitrator and the parties a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents provided by the Union in support of the grievance and written responses to it. If the grievant is not represented by the Union, the Arbitration Coordinator will notify the grievant that a deposit equal to one day of the arbitrator's fee must be paid to the arbitrator prior to the hearing being scheduled. If the grievant fails to pay the deposit within 20 days after being notified by the Arbitration Coordinator, the Arbitration Coordinator will issue a notice closing the file for failure to pay the required deposit after notice. The arbitrator shall notify the parties of his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. Scheduling shall take into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If the parties cannot agree on a location, the arbitration hearing shall be held in the City of Tallahassee. ~~schedule the arbitration hearing with the state and Union representatives and the arbitrator listed next on the panel in rotation and shall coordinate the arbitration hearing time, date, and location.~~

~~(c) — Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The Arbitration Coordinator shall schedule arbitration hearings at times and locations 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, as well as other relevant factors. If agreement cannot be reached, the arbitration hearing shall be held in the city of Tallahassee.~~

(d) At least ~~fifteen~~ 15 days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and deliver to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts about which each witness will testify. A witness who has not been timely identified on the witness list

may not testify at the hearing. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled, if necessary, for the party to respond to the late filed witness information.

(e) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. The Arbitration Coordinator shall contact arbitrators on the panel in rotation to identify an arbitrator who can meet the requirements of this expedited process. These requirements include an arbitrator being available to schedule a hearing and render a decision within 15 days of being chosen, limiting the hearing to one day, and issuing a decision within five days of the hearing. The Arbitration Coordinator shall provide the parties with the name, contact information, and availability of the arbitrator. The arbitrator shall then schedule the arbitration with the parties, including date, time, and location, and advise the Arbitration Coordinator of the hearing arrangements. The hearing may be conducted by telephone upon the agreement of the parties and the arbitrator, or in person if they do not agree to a telephonic hearing. If the hearing is to be in person and the parties cannot agree on a location, the hearing shall be held in the City of Tallahassee. The fees and expenses of the arbitrator shall be borne equally by the parties, however each party shall be responsible for compensating and paying the fees and expenses of its own representatives, attorneys, and witnesses. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (5)(b) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose, who can meet the requirements of this expedited process. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (5)(b) of this Article to conduct a hearing on the substantive issue(s).

(f) 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, the 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 transmit a decision to the parties, with a copy to the Arbitration Coordinator,~~issue his decision~~ not later than 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, shall be determined by applying a preponderance of the evidence standard, 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. Where a supervisor, manager, or administrator has made a judgment involving the exercise of discretion, such as evaluating an employee's performance, the arbitrator shall not substitute the arbitrator's judgment for that of the person exercising such judgment.

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

56. 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 Rules of the State Personnel System; or

d. That is based solely upon an agency past practice or policy, other than to determine that such agency practice or policy is contrary to law, the Rules of the State Personnel System, or this Agreement.

(g) The 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. The arbitrator shall submit his fee statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract.

(h) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript. If the arbitrator orders a copy of the transcript, the arbitrator shall pay for the cost of the copy of the transcript and include the cost in his/her invoice for fees and expenses, to be paid in accordance with (g), above. ~~and provide a photocopy to the arbitrator. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).~~

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

(j) The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

1. An award for back pay shall not exceed the amount of pay the employee would otherwise have earned at his regular rate of pay, shall be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits during the back-pay period, shall not include punitive damages, and shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

2. If the Union is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five-month period described in (5)(c) above, whichever is later, and the rescheduled date. If the state is granted a continuance, any payment for back pay that may be awarded will not be reduced as a result of the continuance.

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 agreement of the parties.

(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 (Appendix B) within 15 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 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. The Union shall identify on the grievance form the specific group (e.g., employees’ job classification(s), work unit(s), institution(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. A class action grievance shall be initiated at Step 2 or, where more than one agency is implicated, Step 3 of this procedure, by submitting a grievance form as contained in Appendix B within 15 days following the event giving rise to the grievance. ~~Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within 15 days of the occurrence of the event giving rise to the grievance.~~

Article 7

EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

SECTION 1 – Standards of Conduct and Performance

(A) The Selected Exempt Service, 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 workforce 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 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 32 – 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 43 – 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 54 – 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 may request Union representation for the interview to continue.

Article 8
WORKFORCE REDUCTION

(A) 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 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.

Article 9
TRANSFER

Employees are subject to transfer at the discretion of the Agency Head. However, employees shall have the opportunity to request to be considered for transfer to a vacant position within the agency in accordance with the provisions of this Article.

Article 10
CLASSIFICATION AND PAY PLAN

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

(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 position description.

(D) The classification and pay plan include:

- (1) All approved pay bands;
- (2) All approved Job Families, Occupational Group Characteristics, and Occupation Profiles; 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 the increase, and the 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 instance 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 may adjust a pay band in the classification and pay plan when adjustments are appropriate. The Union shall be notified in writing of such adjustments.

Article 11

CLASSIFICATION REVIEW AND PROFESSIONAL PRACTICE SCOPE

SECTION 1 – Classification Review

(A) When an employee alleges that ~~they is~~are being regularly required to perform duties that are not included in the ~~employee's position description of the position being filled by the employee, and the employee alleges and~~ that the duties assigned are not included in the occupation profile 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 designee shall review the duties ~~as requested and provide~~ The employee will receive a copy of the with a written decision within ~~60~~30 days of the request.

(B) 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. If the position is reclassified and the employee is to receive a pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

(~~BC~~) If the decision is that the employee is properly classified and the employee is not satisfied with the decision, the employee, with or without representation, may submit a written request, in writing within 30 days of receipt of the agency's decision, for a review of the decision by the Secretary of the Department of Management Services or designee. The employee shall include with their request, a copy of the decision received by the employee under (A) above, along with any other information the employee may have relevant to the matter. The request and related documents should be submitted by personal delivery or by U.S. mail, return receipt requested, to the Department of Management Services as provided in Article 26, Section 2 of this Agreement. The Department of Management Services will conduct an independent review in accordance with Chapter 110, Florida Statutes, and shall provide the employee and the agency with a written decision within 60 days of receipt of the request. The ~~written~~ decision of the Secretary of the Department of Management Services or 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 are required to comply with provisions of Chapters 458 and 459, Florida Statutes, respectively.

(B) A 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) 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. An employee 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 HIPAA.

Article 12 PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee, which shall be maintained by the employing agency. Information in an employee's official personnel file may be maintained in electronic as well as paper form.

(B) Before a derogatory document is placed in an employee's official personnel file, a copy will be sent to the employee. The employee shall have ten calendar days to provide a written response and his answer will be attached to the file copy. If the employee fails to respond, the document may be placed in his official personnel file by the agency.

(C) An employee will have the right to review his 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.

(E) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document in the personnel file is invalid, the document shall be placed in an envelope, together with an explanation, the outside of the envelope and all pages of the document marked "VOID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State. In the case

of electronic records, a Personnel Action Request (PAR) that has been determined to be void shall have a note added to the PAR form indicating that the action is “VOID”.

(F) Information in an employee’s official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.

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, the condition shall be reported immediately by the employee 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 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 of this Agreement.

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 other items of personal property as have been given prior approval by the agency as required 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 the 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 the property, not to exceed the following amounts, or as otherwise provided for by law:

- (1) Watch - \$75
- (2) Prescription glasses - \$200 (including any required examination)
- (3) Other Items - The Secretary of the Department of Management Services, or designee, shall have final authority to determine the reimbursement value of items other than watches or prescription glasses.

- (4) Total allowable per incident - \$500
- (D) 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 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 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, AND DISABILITY LEAVE WITH PAY

SECTION 1 - Hours of Work, Holidays and Leave

(A) Inasmuch as an 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 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.

(B) Employees are entitled to the holidays provided for in section 110.117, Florida Statutes. 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 in accordance with Article 5, Section 2 of this Agreement. Each employee is entitled to a personal holiday as governed by the provisions of section 110.117, Florida Statutes.

(C) The general requirements for leave earning, approval, and use are governed by the provisions of Rule 60L-34, Florida Administrative Code and section 110.219, Florida Statutes.

SECTION 2 - Union Activities

Employees 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 to serve on its Negotiation Committee, and such employees will be granted administrative leave to attend negotiating sessions with the state. No 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 employees for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

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

SECTION 4 – Disability Leave with Pay

(A) An employee who sustains a job-related disability and is eligible for disability leave with pay under the provisions of Rule 60L-34, Florida Administrative Code, shall be carried in full-pay status for up to 40 work hours immediately following the onset of the injury without being required to use accrued leave.

(B) If an employee is unable to return to work at the end of the 40-work-hour period, the employee may supplement the Workers' Compensation benefits with accrued leave in an amount necessary to remain in full-pay status.

(C) After an employee has used a total of 100 hours of accrued sick, annual, or compensatory leave, or leave without pay, the agency may request permission from the Department of Management Services to continue the employee in full-pay status for a subsequent period of not more than 26 weeks from the date requested by the agency. This request is to include the information described in Rule 60L-34.0061(1)(b)2. The Department shall approve such requests which, in its judgment, are in the best interest of the state. Upon approval of the request by the Department, the agency will provide the employee with administrative leave (Leave Code 0056, Admin - Authorized Other) in an amount necessary to supplement the employee's Workers' Compensation benefits so that the employee may be in full-pay status.

(D) An agency may request permission from the Department of Management Services to continue an employee in full-pay status on administrative leave, as described in (C), above, who sustains a job-connected disability resulting from an act of violence inflicted by another person while engaged in work duties or from an assault under riot conditions and has exhausted all the employee's accrued leave-when such leave usage amounts to fewer than 100 hours.

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 30 days prior to the date of the seminar or 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.

(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 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 **2020 Legislative Impasse Resolution**
WAGES

SECTION 1 – General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal Year 2020-2021 General Appropriations Act.

SECTION 2 – Performance Pay

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2020-2021, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 3 – Competitive Pay Adjustments

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2020-2021, effective October 1, 2020, all eligible employees shall receive a pay adjustment of 3.0 percent (3%) based on the employees’ September 30, 2020, base rate of pay. The minimum annual increase shall be \$1,000.

Article 19 **2020 Legislative Resolution**
INSURANCE BENEFITS

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2020-2021, the benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2020-2021.

Article 20
~~PER DIEM AND TRAVEL EXPENSES~~

~~SECTION 1 – Allowable Expenses~~

~~Per diem and t~~Travel expenses shall be paid for authorized travel on state business in the manner and amounts as provided in section 112.061, Florida Statutes. The state will make a good faith effort to pay travel vouchers within 30 days after they have been properly completed and submitted. Vouchers are considered submitted when the employee submits them to the person or office designated by the agency to receive such vouchers. Employees shall be allowed either of the following for each day of travel, at the option of the employee, for subsistence when traveling to conduct bona fide state business, as authorized by the agency:

- (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 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 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) — No employee shall 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 determines that a position or the occupational profile for the broadband level to which the position or occupational profile is allocated possesses or assumes duties and responsibilities to warrant assignment to a different pay plan, an occupational profile for a broadband level outside this bargaining unit, or a different collective bargaining unit, the Union will be provided with ten calendar 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
VACANT**

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. 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 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 parties recognize that during the term of this Agreement situations may arise which require the terms and conditions not specifically and clearly set forth in the Agreement to be clarified or amended. Under such circumstances, the Union is specifically authorized by employees to enter into settlement of grievance disputes or memoranda of understanding which clarify or amend this Agreement without having to be ratified by employees.

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 remain in full force and effect through the ~~30th~~thirtieth day of June, ~~2020~~2023. ~~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. The State and the Union agree that Article 18-Wages, Article 19-Insurance Benefits and any other three articles within this Agreement that either party desires to reopen shall be subject to negotiations for Fiscal Year 2021-2022 and Fiscal Year 2022-2023.~~

~~In the instance where the State and Union fail to secure a successor (or reopener) Agreement prior to the expiration date of this Agreement, the current Agreement shall remain in full force and effect until such time the successor (or reopener) has been ratified by the Governor, 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 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 email or U.S. Mail, return-receipt requested, and if by the state shall be addressed to the Federation of Physicians and Dentists/AHPE, NUHHCE, AFSCME, AFL-CIO, Post Office Box 1838, Perry, Florida 32348; and if by the Union shall be addressed to the Chief Negotiator, Department of Management Services, 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 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

FEDERATION OF PHYSICIANS AND DENTISTS / SES PHYSICIANS UNIT COLLECTIVE BARGAINING UNIT GRIEVANCE FORM	
Employee's Name _____	Class Title _____
Business Address _____ _____	Department or Agency _____ Division or District _____
Business Telephone _____	Bureau or Unit _____ Bargaining Unit _____
NATURE OF GRIEVANCE: (involving interpretation or application of specific provisions of Agreement) _____ _____	
DATE ACT OR CONDITION OCCURRED _____	
ARTICLE(S) AND SECTION(S) OF AGREEMENT: (which have allegedly been violated)	
RELIEF REQUESTED: _____ _____	
IF REPRESENTATIVE DESIRED - Name of Grievance Representative: _____	
Business Telephone: _____	
FOR GROUP GRIEVANCES ONLY – The Grievance Representative named above has been designated to act as spokesperson and be responsible for processing the above grievance: The employees included in the group for which this grievance is filed are identified as follows (identify the group by reference to the employees' job classification(s), work units(s), and any other relevant identifying information): _____ _____	
SIGNED _____	Date Submitted _____
Grievance Representative	
SUBMITTED TO: Name _____	Class Title _____
(If space is insufficient to write complete information, attach a separate sheet.)	

Original to: STATE OFFICIAL – Circle Appropriate Step: 1 2 3
Copies to: Representative (if any) Employee

Appendix C

**REQUEST FOR ARBITRATION
FEDERATION OF PHYSICIANS AND DENTISTS (FPD)
SES Physicians and SES Supervisory Non-Professional Bargaining Units
SES PHYSICIANS UNIT**

Post Office Box 1838, Perry, Florida 32348
Office: (850) 942-6636 Fax: (850) 942-6722

The Federation of Physicians and Dentists (“FPD” or “Union”), representing employees in the Selected Exempt Service (“SES”) Physicians and SES Supervisory Non-Professional bargaining units, and the State Employees Attorneys Guild (“SEAG” or “Union”) representing employees in the SES Attorneys bargaining unit, hereby gives notice of its intent to proceed to arbitration with the following grievance:

GRIEVANT’S NAME: _____

Attached is a copy of the grievance as it was submitted at Step(s) 1 and/or 2 of the grievance procedure (for disciplinary grievances), or at Step 3 (for contract language disputes), and a copy of the written decision(s) rendered in response to the grievance.

I hereby authorize the Union to proceed to arbitration with my grievance. I also authorize the Union to use, and to provide to the Arbitrator during the arbitration proceedings, copies of any materials relevant to the issues raised in this grievance although such materials may otherwise be exempt or confidential under state or federal public records law.

Representative’s Name: _____ Email address: _____

Phone: _____ Fax: _____

Grievant’s Signature: _____ Representative’s Signature: _____

FOR GROUP GRIEVANCES ONLY – The FPD-PHY Representative named above has been designated to act as spokesperson and be responsible for processing the above grievance to arbitration. The employees included in the group for which this grievance is filed are identified as follows (identify the group by reference to the employees’ job classification(s), work unit(s), and any other relevant identifying information): _____

Date Submitted to Arbitration Coordinator, Department of Management Services: _____