



AGREEMENT

THE STATE OF FLORIDA

and

THE STATE EMPLOYEES ATTORNEYS GUILD

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

**Selected Exempt Service
Attorneys Bargaining Unit**

**Effective July 1, 2021
Through June 30, 2023**

*Incorporates 2021 Legislative Impasse Resolution
to Articles 5, 7, 18, and
Legislative Resolution to Article 19 effective July 1, 2021*

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AGREEMENT

This AGREEMENT is between the State of Florida, hereinafter referred to as the “state” or “Employer,” and the State Employees Attorneys Guild, hereinafter referred to as the “Union” representing employees of the Selected Exempt Service who are in the Attorneys 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, and Florida Statutes.

PREAMBLE

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

WHEREAS, the Legislative purpose in placing unit employees in the Selected Exempt Service is to develop a system of personnel management which ensures the delivery of high-quality services by facilitating the state’s ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs; and

WHEREAS, it is recognized by the parties hereto that the declared public policy of the state is to promote harmonious and cooperative relationships between state government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of state government; and

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

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

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 State Employees Attorneys Guild (Union) as the exclusive representative for all employees included in the Selected Exempt Service Attorneys Unit.

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

(C) This Agreement includes all full-time and part-time Selected Exempt Service employees in the classifications and positions listed in Appendix A of this Agreement.

**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, Protected Union Activity

(A) The state and the Union shall not discriminate against any employee for any reason prohibited by law. Employees shall have the rights afforded by Article 1, Section 6, of the Florida Constitution and Chapter 447, Florida Statutes. Consistent with Chapter 447, Florida Statutes, public employees in the state 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.

(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 Activities

(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. However, the Union is not obligated to represent a non-member with respect to grievances and/or any arbitration or administrative proceeding.

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

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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 State Employees Attorneys Guild, (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, representatives of the Department of Management Services 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 state and the Union. The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement.

(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. The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement as it relates to those areas within the exclusive jurisdiction of the agency consulted.

(C) 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 working hours of any participant, such hours shall be deemed time worked. Attendance at the consultation meeting outside of regular working hours shall not be deemed time worked.

(D) 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 its officers or employees, nor shall 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 – Negotiations

(A) The Union agrees that all collective bargaining is to be conducted with state representatives designated for that purpose by the Governor, as chief executive officer. While negotiation 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 employees to serve on its negotiation committee, and the employees will be granted administrative leave to attend scheduled negotiation sessions with the state when attendance does not interfere with the performance of the employee's duties or does not unduly hamper the operation of the employee's work unit. The Union negotiation committee shall be limited to five employees. No more than one employee shall be selected from the same work unit at any one time. The state shall not reimburse employees for travel, meals, or lodging in connection with negotiations unless the state specifically requests an employee be in attendance to elaborate on a particular issue.

SECTION 7 – Employee Assistance Programs

The state and the Union encourage and support the maintenance of an Employee Assistance Program and the utilization of such programs by employees.

SECTION 8 – Charitable Solicitations

Employee participation in charitable drives is voluntary.

SECTION 9 – Creditors

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

SECTION 10 – Representative Access

(A) The state agrees that designated Union Representatives shall have access to state controlled premises that are open to the public 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 the area; 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.

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 parties. “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 any employee whose presence at a grievance meeting has been determined necessary by the agency.

(F) “Union Representative” means a non-state employee officially designated by the Union.

SECTION 2 – Election of Remedy

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

SECTION 3 – Grievance Representation

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether 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 grievant has elected Union representation, both the grievant and the Union Grievance Representative shall be notified of Step 1 meetings. Written communication concerning the grievance or its resolution shall be sent to the grievant and the Union Grievance Representative, unless it would entail the disclosure of confidential information or violate the attorney-client privilege, (in the event of a potential disclosure of confidential information or an attorney-client privilege, the Union will be provided an opportunity to provide a representative that already has access to the confidential information or who will preserve the privilege by the nature of their attorney-client relationship) and any decision 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 Agreement. The Union shall be given reasonable opportunity to be present at a meeting called for the resolution of the grievance unless it would result in the disclosure of confidential information or violate the attorney-client privilege. 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 a 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 a 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 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 Union representative may 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.

(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.

(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.

(c) 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.

(d) At least 15 days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts or matters relevant to the grievance 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. 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, his decision shall be final and binding on the state, the Union, the grievant(s), and

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, 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 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 the decision strictly to the application and interpretation of the specific provisions of this Agreement.

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

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

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

c. Which has the effect of restricting the discretion of an Agency Head as otherwise granted by law or the 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 borne equally 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.

(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)(b) 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) in behalf of an 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 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 by submitting a grievance form (Appendix B) as set forth in Step 1 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.

2021 Legislative Impasse Resolution

Article 7

EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

SECTION 1 – Standards of Conduct and Performance

(A) The Selected Exempt Service is designed to provide the delivery of high-quality performance in selected classifications by facilitating the state's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs. Moreover, the state recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(B) Each employee shall be provided a copy of his current position description.

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

(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 sole discretion and upon prior review and consideration of the Agency Head or designee. No such personnel action shall be grievable under the grievance article of this Agreement. Upon written request of the Union, agencies will, in accordance with Chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.

SECTION 2 – Employee Certifications

Employees shall ensure that all licensures or certifications required by their profession shall remain in good standing. The reimbursement of required Florida Bar dues, licensures, and/or certifications will be in accordance with the General Appropriations Act.

SECTION 3 – Confidentiality Requirements

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

SECTION 4 – Employee Representation Right

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

SECTION 5 – State Denial of Representation

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

Article 8 WORKFORCE REDUCTION

(A) A workforce reduction is the deletion of positions. Agencies may delete both vacant and filled positions. Agencies may delete positions for a variety of reasons including budget cuts, program reductions resulting from outsourcing or privatization efforts, or program phase-outs. Employees shall be subject to termination, including but not limited to a workforce reduction, at the discretion of the Agency Head.

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

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

**Article 9
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 such 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 are being regularly required to perform duties that are not included in the employee’s position description 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 and provide the employee with a written decision within 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.

(C) 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, 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 decision of the Secretary of the Department of Management Services or designee shall be final and binding on all parties.

SECTION 2 – Scope of Professional Practice

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

Article 12
PERSONNEL RECORDS

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

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

(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) 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".

(E) 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 or worksite 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.

(C) Complaints which arise under this Article shall be grievable up to 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 his 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
VACANT**

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

SECTION 1 – Hours of Work

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

SECTION 2 – Holidays

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

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

SECTION 3 – Personal Holiday

Each employee is entitled to a personal holiday as governed by the provisions of section 110.117, Florida Statutes.

SECTION 4 – Employee Leave

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

SECTION 5 – Union Activities

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

SECTION 6 – Disability Leave with Pay

(A) Disability Leave. 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

(A) The state will make a good faith effort to allow employees a reasonable amount of time, with pay, as the work schedule will permit, for the purpose of attending short courses,

institutes, and workshops which will improve their performance in their current position, as provided below:

(1) Such time may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position, the employee obtains permission of his department head, and such time does not interfere with services. Such application should be submitted by the employee at least 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 time will be shown on the work schedule for the employee's unit. Where management has approved a request and the employee scheduled is unable to attend, another employee in the unit may be allowed by management to substitute for the employee who was originally scheduled. Time limits established herein may be waived by management. Requests shall not be unreasonably denied. 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. When approved by the agency, employees shall be reimbursed for the cost of required training and or education for the maintenance of required licensures or certifications as required by law.

(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.

(4) The state shall provide up to six 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.

2021 Legislative Impasse Resolution

**Article 18
WAGES**

SECTION 1 – General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal Year 2021-2022 General Appropriations Act.

SECTION 2 –Performance Pay

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2021-2022 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 – Special Pay Issues – Department of Business and Professional Regulation

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2021-2022 the Department of Business and Professional Regulation is authorized to increase the annual base rate of pay of each position with the classification of Attorney (class code 7736) to \$48,000 effective July 1, 2021.

2021 Legislative Resolution

Article 19 INSURANCE BENEFITS

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2021-2022, the benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2021-2022.

Article 20 TRAVEL EXPENSES

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.

Article 21 EMPLOYMENT OUTSIDE OF STATE GOVERNMENT

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, or with the employing agency's procedures limiting such outside employment.

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 thirtieth day of June, 2023. 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 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.

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 State Employees Attorneys Guild, affiliated with 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 ATTORNEYS UNIT CLASSES

(Collective Bargaining Unit Designation – 81)

| Class Code | Class Title | Broadband Code | Broadband Occupation |
|-------------------|--------------------|-----------------------|-----------------------------|
| 7736 | ATTORNEY | 23-1011-03 | LAWYERS |
| 7738 | SENIOR ATTORNEY | 23-1011-04 | LAWYERS |

Appendix B

**FEDERATION OF PHYSICIANS AND DENTISTS /
STATE EMPLOYEES ATTORNEYS GUILD
COLLECTIVE BARGAINING UNIT GRIEVANCE FORM**

Employee's Name _____ Class Title _____
Business Address _____ Department or Agency _____
_____ Division or District _____
_____ Bureau or Unit _____
Business Telephone _____ 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 in their behalf: 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:

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
STATE EMPLOYEES ATTORNEYS GUILD (SEAG)
SES Attorneys Bargaining 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: _____

FOR GROUP GRIEVANCES ONLY – The FPD-SEAG 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):

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

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