



# **AGREEMENT**

**THE STATE OF FLORIDA**

**and**

**THE FEDERATION OF PHYSICIANS AND  
DENTISTS/AHPE**

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

**2020-2023 Agreement**

**Reopener Negotiations for the 2021-2022 Fiscal Year**

*Strike-Through / Underline Changes to  
2020-2023 Successor Agreement*

*Incorporates 2021 Legislative Impasse Resolution to  
Articles 5, 7, 25, and Legislative Resolution to 27  
effective July 1, 2021*

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## **AGREEMENT**

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

## **PREAMBLE**

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

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

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

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

## **Article 1 RECOGNITION**

### **SECTION 1 – Recognition**

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

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

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

## **SECTION 2 – Exclusions**

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

## **SECTION 3 – Pay Band and Occupational Level Changes**

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

### **Article 2 GENDER REFERENCE**

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

### **Article 3 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.

(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 other such administrative proceedings provided by law.

*2021 Legislative Impasse Resolution  
Status Quo*

### **Article 5**

## **UNION ACTIVITIES AND EMPLOYEE REPRESENTATION**

### **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 – Union Seminars and Conventions**

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

### **SECTION 3 – Consultation Meetings**

(A) Upon request by the Union, the Secretary of the Department of Management Services or designee or the 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 state and the Union.

(B) 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.

(C) 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 agendas indicating matters they wish to discuss.

(D) Decision(s) reached through consultation meetings shall be reduced to writing by the state and a copy shall be furnished to the Union.

#### **SECTION 4 – Bulletin Boards**

(A) 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 inflammatory material about the state, its officers, or employees; nor shall any posted material violate or have the effect of violating law, rule, or regulation.

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

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

#### **SECTION 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 – Broadbanding Occupational Level Lists**

Upon request, the state will provide a list of position/occupational levels for employees to the authorized Union representative.

#### **SECTION 7 – Representative Access**

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

(B) If an area of the state's premises is restricted to the public, permission may be requested to enter the area; permission will 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 8 – 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 employees to serve on its Negotiation Committee, and the 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 a day the employee is in negotiations. The total number of hours paid employees on the Negotiation Committee during the term of the Agreement shall not exceed 250 hours. The agency shall not reimburse employees for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(C) 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.

## **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**

(A) A "grievance" shall mean a complaint by an employee or the Union that there has been a violation or misinterpretation of the provisions of this Agreement, filed on the appropriate form as contained in Appendix B of the Agreement.

(B) "Grievant" shall mean an employee having a 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 redress procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but the 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 as 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 a Step 1 meeting. Written communication concerning the grievance or its resolution shall be sent to the grievant and the Union Grievance Representative, and the 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, an adjustment of the grievance shall be consistent with the terms of this collective bargaining Agreement. The Union shall be given reasonable opportunity to be present at a 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 the state will not recognize a person as a Union 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 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 arbitration hearings 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 the grievance prior to arbitration shall not establish a precedent binding on either the Union or the state in other cases.

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

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

##### **(1) 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 Union Representative to discuss the grievance and shall communicate a decision in writing to the employee 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 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 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](mailto: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, the Union, 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, such decision shall be final and binding on the state, the Union, the grievant(s), and the employees in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall 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 issues raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

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

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

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

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

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

d. That is based solely upon an agency past practice or policy other than to determine that such agency practice or policy is contrary to law.

(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)(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.

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

## **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.

*2021 Legislative Impasse Resolution  
Effective July 1, 2021*

**Article 7  
EMPLOYEE STANDARDS OF CONDUCT**

**SECTION 1 – Employee Representation Right**

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

**SECTION 2 – Employee Election**

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

**SECTION 3 – State Denial of Representation**

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

## **SECTION 4 – Standards of Conduct**

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

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

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

### **Article 8 EMPLOYEE RIGHTS**

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

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

(C) Employee participation in charitable drives is voluntary.

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

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

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



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

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

**Article 9  
VACANT**

**Article 10  
CAREER OPPORTUNITIES**

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

**Article 11  
CLASSIFICATION AND PAY PLAN**

(A) The Department of Management Services shall continue to maintain a classification and pay plan, applicable to all positions in this unit, designed to attract and retain qualified personnel consistent with applicable law, 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 current 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 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 instances of a fiscal exigency. A vacant position may be filled below the minimum of the pay band if approved by the Secretary of the Department of Management Services.

(F) The Department 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 12**

### **PERSONNEL FILE**

(A) There shall be 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 shall only refer to matters concerning the employee's job or related to the employee's state employment.

(B) If 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.

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

(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 which is in violation of an established health or safety rule, such 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) Complaints which arise under this Article shall be grievable, but only up to and including Step 2 of the grievance procedure in this Agreement.

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

**Article 14**  
**REVIEW AND PERFORMANCE EVALUATIONS**

The performance of employees shall be evaluated in accordance with Chapter 60L-35, Florida Administrative Code. Employees shall be evaluated at least annually on the date or dates determined by their agency; such evaluations shall be conducted by the employee's immediate supervisor or designated managerial employee having knowledge of the employee's duties, responsibilities, and job performance. The evaluation shall be an assessment of an employee's performance of assigned duties and responsibilities and shall inform the employee of his strengths and weaknesses. The rater will provide the employee with coaching and meaningful feedback regarding job performance throughout the evaluation period. The rater shall inform the employee in writing throughout the evaluation period of performance deficiencies that could result in a "Below Expectation" or "Unacceptable" rating and corrective action to be taken to facilitate the employee's progress toward meeting performance expectations.

**Article 15**  
**SCOPE OF PROFESSIONAL RESPONSIBILITIES**

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

**Article 16**  
**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 nor with the employing agency's procedures limiting such outside employment.

## **Article 17 DRUG TESTING**

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.

## **Article 18 HOURS OF WORK/OVERTIME & LEAVES OF ABSENCE**

### **SECTION 1 – Hours of Work – Excluded Employees**

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

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

(A) The normal workweek for each full-time employee shall be 40 hours. The agencies will ensure that time and attendance sheets accurately reflect all time worked regardless of whether the employee is a non-exempt (included) or exempt FLSA employee. Employees will be informed of changes made to their time and attendance sheet by the supervising authority, prior to its submission to payroll.

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

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

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

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism. Where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the Grievance Procedure under Article 6 of this Agreement, to Step 2.

### **SECTION 3 – Leaves of Absence**

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 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 that, 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 19 HOLIDAYS**

### **SECTION 1 – Recognized Holidays**

Employees are entitled to the holidays identified 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 will 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 will 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 holiday staffing decisions may be requested by the Union or the agency at any time.

### **SECTION 2 – Personal Holiday**

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

## **Article 20 TRAINING**

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

### **SECTION 1 – Employee Training**

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

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

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

### **SECTION 2 – Employee Education**

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

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

### **SECTION 3 – Educational Assistance Plan**

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.

### **SECTION 4 – Grievability**

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

#### **Article 21 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 22 REPLACEMENT OF PERSONAL PROPERTY**

(A) An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription glasses, or 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.

- (1) Watch - \$75
- (2) Prescription Glasses - \$200

(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

(B) Reimbursement shall be with the approval of the Agency Head. Approvals shall not be unreasonably denied.

**Article 23**  
**VACANT**

**Article 24**  
**VACANT**

*2021 Legislative Impasse Resolution*  
*Effective July 1, 2021*

**Article 25**  
**WAGES**

### **SECTION 1 – General Pay Provisions**

Pay shall be in accordance with the authority provided in the Fiscal Year ~~2020-2021~~2021-2022 General Appropriations Act.

### **SECTION 2 - Performance Pay**

In accordance with Section 8 of the Governor’s General Appropriations Act for Fiscal Year ~~2020-2021~~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.

**Article 26**  
**VACANT**

*2021 Legislative Resolution*  
*Effective July 1, 2021*

**Article 27**  
**INSURANCE BENEFITS**

In accordance with Section 8 of the Governor’s General Appropriations Act for Fiscal Year ~~2020-2021~~2021-2022, the benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year ~~2020-2021~~2021-2022.



**Article 28**  
**MANAGEMENT RIGHTS**

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

**Article 29**  
**ENTIRE AGREEMENT**

(A) This Agreement 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 30**  
**SAVINGS CLAUSE**

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

## **Article 31 DURATION**

### **SECTION 1 – Term**

This Agreement shall remain in full force and effect through the thirtieth day of June, 2023. The State and the Union agree that Article 25-Wages, Article 27-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.

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, Building 4050, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

### **SECTION 3 – Emergencies**

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

**APPENDIX A**

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

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

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

Class Code	Class Title	Broadband Code	Broadband Occupation
0108	ADMINISTRATIVE SECRETARY- SES	43-6011-02	EXEC SECRETARIES & EXEC ADMIN ASSISTANTS
6536	AIRCRAFT MECHANIC SUPERVISOR – SES	49-1011-03	FRST-LINE SUPV OF MECHN, INSTALL & RPAIR
2144	APPLICATION SYSTEMS PROGRAMMER III-SES	15-1131-04	COMPUTER PROGRAMMERS
6540	AUTOMOTIVE EQUIPMENT MECHANIC II - SES	49-3023-02	AUTOMOTIVE SERVICE TECHNICIAN & MECHANIC
6541	AUTOMOTIVE/MARINE EQUIP REPAIR SUPV -SES	49-1011-03	FRST-LINE SUPV OF MECHN, INSTALL & RPAIR
7512	CERTIFICATION SPECIALIST-DACS – SES	45-2011-04	AGRICULTURAL INSPECTORS
5548	CERTIFIED RAD TECHNOL-RADIO SUPV - SES	29-2034-03	RADIOLOGIC TECHNOLOGISTS AND TECHNICIANS
5550	CERTIFIED RADIOLOGIC TECHNOLOGST-MGR-SES	11-9111-02	MEDICAL AND HEALTH SERVICES MANAGERS
0007	CLERICAL SUPERVISOR – SES	43-1011-01	FRST-LINE SUPV OF OFFI ADMIN SUPPT WRKRS
7205	COMMUNICATIONS SUPERVISOR I – SES	49-1011-03	FRST-LINE SUPV OF MECHN, INSTALL & RPAIR
2025	COMPUTER OPERATIONS SUPERVISOR – SES	15-1199-02	COMPUTER OCCUPATIONS, ALL OTHERS
2023	COMPUTER OPERATOR III – SES	15-1199-02	COMPUTER OCCUPATIONS, ALL OTHERS
2102	COMPUTER PROGRAMMER ANALYST I – SES	15-1131-02	COMPUTER PROGRAMMERS
2103	COMPUTER PROGRAMMER ANALYST II - SES	15-1131-02	COMPUTER PROGRAMMERS
2105	COMPUTER PROGRAMMER/ANALYST I-F/C - SES	15-1131-02	COMPUTER PROGRAMMERS
6208	CONCESSIONS SUPERVISOR – SES	41-1012-02	FRST-LINE SUPV OF NON-RETAIL SALES WRKRS
6527	CUSTODIAL SUPERVISOR I – SES	37-1011-01	FRST-LINE SUPV OF HOSEKEEP/JANITR WRKRS
6528	CUSTODIAL SUPERVISOR II – SES	37-1011-02	FRST-LINE SUPV OF HOSEKEEP/JANITR WRKRS
6529	CUSTODIAL SUPERVISOR III – SES	37-1011-03	FRST-LINE SUPV OF HOSEKEEP/JANITR WRKRS
2121	DATA BASE ANALYST – SES	15-1141-02	DATABASE ADMINISTRATORS
2002	DATA ENTRY OPERATOR SUPERVISOR I - SES	43-1011-02	FRST-LINE SUPV OF OFFI ADMIN SUPPT WRKRS
2005	DATA ENTRY OPERATOR SUPERVISOR II - SES	43-9021-02	DATA ENTRY KEYERS
5638	DENTAL ASSISTANT SUPERVISOR – SES	31-9091-03	DENTAL ASSISTANTS
5650	DENTAL TECHNICIAN SUPERVISOR – SES	31-9091-03	DENTAL ASSISTANTS
2052	DISTRIBUTED COMPUTER SYSTEMS ANALYST – SES	15-1142-02	NETWORK & COMPUTER SYSTEMS ADMINISTRATOR
2050	DISTRIBUTED COMPUTER SYSTEMS SPECIALIST – SES	15-1142-02	NETWORK & COMPUTER SYSTEMS ADMINISTRATOR

FY 2021-2022 The State of Florida & The Federation of Physicians and Dentists - SES Supervisory Non-Professional Unit  
 Reopener Agreement  
 Strike-Through/Underline Changes to 2020-2023 Successor Agreement

Class Code	Class Title	Broadband Code	Broadband Occupation
8411	DUTY OFFICER SUPERVISOR – SES	33-1099-03	FRST-LINE SUPV PROT SERV WRKRS/NON SWRN
2017	EDP QUALITY CONTROL/SCHEDULING SUPV-SES	15-1199-03	COMPUTER OCCUPATIONS, ALL OTHERS
7235	ELECTRONIC TECHNICIAN SUPERVISOR – SES	49-1011-03	FRST-LINE SUPV OF MECHN, INSTALL & RPAIR
4622	ENGINEERING TECHNICIAN SUPV II - SES	17-3029-02	ENGINEERING TECHNICIANS, ALL OTHER
6524	FACILITIES SHIFT SUPERVISOR – SES	37-1011-03	FRST-LINE SUPV OF HOSEKEEP/JANITR WRKRS
1418	FISCAL ASSISTANT II – SES	43-3031-02	BOOKKEEPING, ACCOUNTING & AUDITING CLERK
6217	FOOD CONTROL SPECIALIST – SES	35-2021-01	FOOD PREPARATION WORKERS
6215	FOOD PRODUCTION & SVS SUPV – SES	35-1012-01	FRST-LINE SUPV FOOD PREP & SERVING WRKRS
6219	FOOD SERVICE ADMINISTRATOR – SES	11-9051-01	FOOD SERVICE MANAGERS
2116	GEOGRAPHIC INFORMATION SYSTEM ADMIN-SES	11-9199-02	MANAGERS, ALL OTHER
6395	GROUNDSKEEPING SUPERVISOR I – SES	37-1012-02	FRST-LINE SUPV LANSCLP/LWN SVC/GRND WRKRS
6396	GROUNDSKEEPING SUPERVISOR II – SES	37-1012-03	FRST-LINE SUPV LANSCLP/LWN SVC/GRND WRKRS
6397	GROUNDSKEEPING SUPERVISOR III – SES	37-1012-04	FRST-LINE SUPV LANSCLP/LWN SVC/GRND WRKRS
5673	HEALTH INFO SPECIALIST SUPV-F/C – SES	43-4071-03	FILE CLERKS
5666	HEALTH INFORMATION SPECIALIST- SES	43-4071-03	FILE CLERKS
5672	HEALTH INFORMATION SPECIALIST SUPV - SES	43-4071-03	FILE CLERKS
5667	HEALTH INFORMATION SPECIALIST-F/C - SES	43-4071-03	FILE CLERKS
5518	HEALTH SUPPORT TECHNICIAN – SES	31-1011-01	HOME HEALTH AIDES
4747	HIGHWAY MAINTENANCE SUPERVISOR I - SES	47-4051-03	HIGHWAY MAINTENANCE WORKERS
4750	HIGHWAY MAINTENANCE SUPERVISOR II - SES	47-4051-03	HIGHWAY MAINTENANCE WORKERS
4753	HIGHWAY MAINTENANCE SUPERVISOR III - SES	47-4051-03	HIGHWAY MAINTENANCE WORKERS
4756	HIGHWAY MAINTENANCE SUPERVISOR IV - SES	47-4051-03	HIGHWAY MAINTENANCE WORKERS
6236	HOUSEKEEPING & LAUNDRY MANAGER - SES	11-9199-01	MANAGERS, ALL OTHER
8230	INSTITUTION SECURITY OFFICR SH SPV - SES	33-9032-02	SECURITY GUARDS
8233	INSTITUTIONAL SECURITY SUPERVISOR - SES	33-9032-03	SECURITY GUARDS
5713	JUVENILE JUSTICE DETENTION OFF SUPV-SES	21-1092-03	PROBATION OFFICER & CORR TREATMENT SPEC
6390	LABORER SUPERVISOR – SES	53-1021-02	FRST-LINE SUPV HLPR/LABRS/MTL MVRs, HAND
6230	LAUNDRY ADMINISTRATOR I – SES	11-9199-01	MANAGERS, ALL OTHER
6232	LAUNDRY ADMINISTRATOR II – SES	11-9199-01	MANAGERS, ALL OTHER
6227	LAUNDRY SUPERVISOR – SES	51-6011-01	LAUNDRY AND DRY-CLEANING WORKERS
0427	LICENSE ISSU/ELEC & CORP RECD SPV II-SES	13-1041-03	COMPLIANCE OFFICERS
0412	LICENSE ISSUANC/ELEC & CORP RECD ADM-SES	11-1021-01	GENERAL AND OPERATIONS MANAGERS
0411	LICENSE ISSUANC/ELEC & CORP RECD SUP-SES	13-1041-02	COMPLIANCE OFFICERS
6466	MAINTENANCE MECHANIC – SES	49-9042-02	MAINTENANCE AND REPAIR WORKERS, GENERAL
6534	MAINTENANCE SERV SUPERINTENDENT II - SES	11-9021-01	CONSTRUCTION MANAGERS
6375	MAINTENANCE SUPERVISOR I – SES	49-1011-03	FRST-LINE SUPV OF MECHN, INSTALL & RPAIR
6376	MAINTENANCE SUPERVISOR II – SES	49-1011-03	FRST-LINE SUPV OF MECHN, INSTALL & RPAIR
2209	MANAGEMENT ANALYST I – SES	13-1111-02	MANAGEMENT ANALYSTS

FY 2021-2022 The State of Florida & The Federation of Physicians and Dentists - SES Supervisory Non-Professional Unit  
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<b>Class Code</b>	<b>Class Title</b>	<b>Broadband Code</b>	<b>Broadband Occupation</b>
5021	MEDICAL LABORATORY TECHNICIAN III - SES	29-2012-03	MEDICAL & CLINICAL LABORATORY TECHNICIAN
5603	MEDICAL LABORATORY TECHNOLOGIST II - SES	29-2012-03	MEDICAL & CLINICAL LABORATORY TECHNICIAN
5747	MEDICAL UNIT SUPERVISOR - F/C – SES	43-4071-03	FILE CLERKS
5749	MEDICAL UNIT SUPERVISOR – SES	43-4071-03	FILE CLERKS
8226	MENTAL HEALTH SECURITY CHIEF – SES	33-9032-04	SECURITY GUARDS
8225	MENTAL HLTH SECURTY SPEC SHFT SUPV - SES	33-9032-03	SECURITY GUARDS
6393	NURSERY/LANDSCAPE SUPERVISOR – SES	37-1012-03	FRST-LINE SUPV LANSCLP/LWN SVC/GRND WRKRS
2047	OFFICE AUTOMATION ANALYST – SES	15-1151-02	COMPUTER USER SUPPORT SPECIALISTS
2041	OFFICE AUTOMATION SPECIALIST I – SES	15-1151-01	COMPUTER USER SUPPORT SPECIALISTS
0126	OFFICE OPERATIONS SUPERVISOR I – SES	43-1011-02	FRST-LINE SUPV OF OFFI ADMIN SUPPT WRKRS
0129	OFFICE OPERATIONS SUPERVISOR II – SES	43-1011-02	FRST-LINE SUPV OF OFFI ADMIN SUPPT WRKRS
8823	PARI-MUTUEL REGIONAL MANAGER – SES	11-9071-02	GAMING MANAGERS
6318	PRINT SHOP SUPERVISOR I – SES	51-1011-02	FIRST-LINE SUPV OF PROD/OPERATING WRKRS
6321	PRINTING/REPRODUCTION ADMIN-SES	51-1011-03	FIRST-LINE SUPV OF PROD/OPERATING WRKRS
2106	PROGRAMMER/ANALYST SUPERVISOR - SES	15-1131-04	COMPUTER PROGRAMMERS
5736	RESIDENTIAL UNIT SPECIALIST – SES	31-1013-02	PSYCHIATRIC AIDES
5581	RESPIRATORY CARE SPECIALIST II – SES	29-2054-03	RESPIRATORY THERAPY TECHNICIANS
0104	SECRETARY SPECIALIST – SES	43-6014-01	SEC & ADMN ASST, EXPT LEGAL, MED & EXEC
8203	SECURITY GUARD SUPERVISOR – SES	33-9032-01	SECURITY GUARDS
0008	SENIOR CLERICAL SUPERVISOR – SES	43-1011-02	FRST-LINE SUPV OF OFFI ADMIN SUPPT WRKRS
0010	SENIOR CLERICAL SUPERVISOR-F/C – SES	43-1011-02	FRST-LINE SUPV OF OFFI ADMIN SUPPT WRKRS
0004	SENIOR CLERK – SES	43-9061-02	OFFICE CLERKS, GENERAL
2028	SENIOR COMPUTER OPERATIONS SUPV - SES	15-1199-03	COMPUTER OCCUPATIONS, ALL OTHERS
2019	SENIOR EDP QUALITY CONTROL/SCHEDULING SPV – SES	15-1199-03	COMPUTER OCCUPATIONS, ALL OTHERS
0093	SENIOR WORD PROCESS SYSTEM OPERATOR -SES	43-9022-02	WORD PROCESSORS AND TYPISTS
0120	STAFF ASSISTANT – SES	43-6011-02	EXEC SECRETARIES & EXEC ADMIN ASSISTANTS
2614	STATE WARNING POINT COMMUNICAT SUPV -SES	33-1099-03	FRST-LINE SUPV PROT SERV WRKRS/NON SWRN
0924	STOREKEEPER SUPERVISOR – SES	43-1011-02	FRST-LINE SUPV OF OFFI ADMIN SUPPT WRKRS
0927	STORES SUPERVISOR – SES	43-1011-02	FRST-LINE SUPV OF OFFI ADMIN SUPPT WRKRS
1424	SUPERVISING FISCAL ASSISTANT II – SES	43-3031-02	BOOKKEEPING, ACCOUNTING & AUDITING CLERK
2111	SYSTEMS PROGRAMMER I – SES	15-1142-02	NETWORK & COMPUTER SYSTEMS ADMINISTRATOR
2113	SYSTEMS PROGRAMMER II – SES	15-1142-03	NETWORK & COMPUTER SYSTEMS ADMINISTRATOR
2115	SYSTEMS PROGRAMMER III – SES	15-1142-04	NETWORK & COMPUTER SYSTEMS ADMINISTRATOR
2109	SYSTEMS PROJECT ADMINISTRATOR – SES	11-3021-02	COMPUTER & INFORMATION SYSTEMS MANAGERS
2107	SYSTEMS PROJECT ANALYST – SES	15-1121-03	COMPUTER SYSTEMS ANALYST
2034	TELECOMMUNICATIONS SPECIALIST II – SES	15-1142-01	NETWORK & COMPUTER SYSTEMS ADMINISTRATOR

FY 2021-2022 The State of Florida & The Federation of Physicians and Dentists - SES Supervisory Non-Professional Unit  
 Reopener Agreement  
 Strike-Through/Underline Changes to 2020–2023 Successor Agreement

<b>Class Code</b>	<b>Class Title</b>	<b>Broadband Code</b>	<b>Broadband Occupation</b>
2037	TELECOMMUNICATIONS SUPERVISOR – SES	15-1142-03	NETWORK & COMPUTER SYSTEMS ADMINISTRATOR
5559	THERAPY AIDE SUPERVISOR – SES	31-9099-03	HEALTHCARE SUPPORT WORKERS, ALL OTHER
6465	TRADES SUPERVISOR – SES	47-1011-03	FRST-LINE SUPV CONST TRDE & EXTRAC WRKRS
5786	UNIT TREATMENT & REHAB SUPV I-F/C - SES	31-1013-03	PSYCHIATRIC AIDES
5793	UNIT TREATMNT & REHAB SR SUPV I-F/C -SES	31-1013-03	PSYCHIATRIC AIDES
5777	UNIT TRTMNT & REHAB SENIOR SUPV I – SES	31-1013-03	PSYCHIATRIC AIDES
5710	UNIT TRTMNT & REHAB SUPV I – SES	31-1013-03	PSYCHIATRIC AIDES
1310	VOCATIONAL INSTRUCTOR I – SES	25-1194-01	VOCATIONAL EDUCAT TEACHER, POSTSECONDARY
1311	VOCATIONAL INSTRUCTOR II – SES	25-1194-01	VOCATIONAL EDUCAT TEACHER, POSTSECONDARY
1312	VOCATIONAL INSTRUCTOR III – SES	25-1194-02	VOCATIONAL EDUCAT TEACHER, POSTSECONDARY
1314	VOCATIONAL TRAINING SUPV I – SES	25-1194-03	VOCATIONAL EDUCAT TEACHER, POSTSECONDARY
0097	WORD PROCESSING SYS OPER SUPV - F/C -SES	43-1011-02	FRST-LINE SUPV OF OFFI ADMIN SUPPT WRKRS
0096	WORD PROCESSING SYSTEM OPERAT SUPV - SES	43-1011-02	FRST-LINE SUPV OF OFFI ADMIN SUPPT WRKRS

**Appendix B**

**FEDERATION OF PHYSICIANS AND DENTISTS /  
SES SUPERVISORY NON-PROFESSIONAL UNIT  
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. 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  
SES Supervisory Non-Professional 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), and at Step 3 (for contract language disputes), and a copy of the written decision(s) rendered at each step 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: \_\_\_\_\_ Phone: \_\_\_\_\_

Email address: \_\_\_\_\_ Fax: \_\_\_\_\_

Grievant’s Signature: \_\_\_\_\_

Representative’s Signature: \_\_\_\_\_

**FOR GROUP GRIEVANCES ONLY** – The FPD 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: \_\_\_\_\_