



# **AGREEMENT**

**THE STATE OF  
FLORIDA**

**and**

**THE FLORIDA NURSES ASSOCIATION,  
OFFICE AND PROFESSIONAL EMPLOYEES'  
INTERNATIONAL UNION, LOCAL 713, AFL-CIO**

**Professional Health Care 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 23, 25 26 and  
Legislative Resolution to Article 27 effective July 1, 2021*

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## **AGREEMENT**

This **AGREEMENT** is between the State of Florida, hereinafter referred to as the state, and the Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO, hereinafter referred to as the Association, representing the employees in the Professional Health Care Bargaining Unit.

## **PREAMBLE**

**WHEREAS**, it is recognized by the parties hereto that the declared public policy of the state and the Association, and the purpose of Part II, Chapter 447, Florida Statutes (F.S.), is to provide statutory implementation of Article 1, Section 6 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 establish a procedure for the resolution of differences; and to establish the terms and conditions of employment; and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of state government; and both the state and its employees agree that they share a duty to provide health care to the citizens of Florida; and

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

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

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

## **Article 1 RECOGNITION**

### **SECTION 1 – Inclusions**

(A) The state hereby recognizes the Florida Nurses Association, Inc., Office and Professional Employees International Union, Local 713, AFL-CIO (“Association”) as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Professional Health Care Bargaining Unit.

(B) The Bargaining Unit for which this recognition is accorded is as defined in the Certification issued by the Florida Public Employees Relations Commission, hereinafter also referred to as PERC, (Professional Health Care Unit Order No. 77E-112, issued on March 9, 1977), and as subsequently amended by the Commission.

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

## **SECTION 2 – Exclusions**

Specifically excluded are managerial employees and confidential employees as determined by PERC, temporary employees, and persons paid from Other Personal Services (OPS) Funds as defined by section 216.011(1), F.S.

## **SECTION 3 – New Positions/Occupational Profiles**

(A) When a new position/occupational profile is created that is included in the bargaining unit and the state believes the position/occupational profile should be excluded from the unit, the Association will be given advance notice in writing as to the state's application to PERC seeking the exclusion of the position/occupational profile from the unit.

(B) When the state establishes a new position/occupational profile that would be included in the unit, the Association will be given advance notice in writing as to the state's determination of the unit into which the new position/occupational profile will be assigned. If the parties disagree on unit placement, either party may submit the matter to the PERC for resolution.

(C) When the state has decided that a revision of an occupational profile for positions covered by this Agreement is needed, the Secretary of the Department of Management Services or designee shall notify the Association in writing of the proposed changes. The Association shall notify the Secretary of the Department of Management Services or designee, in writing, within seven calendar days of comments concerning the proposed changes, or of its desire to discuss the proposed change(s). Failure of the Association to notify the Secretary of the Department of Management Services or designee within this specified period shall constitute a waiver of the right to discuss the change.

(D) If a dispute arises as to the unit assignment of a position/occupational profile, such dispute shall not be subject to the grievance procedures of Article 6 of this Agreement.

## **Article 2 VACANT**

## **Article 3 VACANT**

## **Article 4 NO DISCRIMINATION**

## **SECTION 1 – Non-Discrimination Policy – State-Federal Law**

(A) The state and the Association shall not discriminate against any employee for any reason prohibited under Florida Statutes or any federal law.

(B) The Association shall have the right to consult on issues of unlawful discrimination or sexual harassment with the Step 1 Management Representative and/or designee(s), up through the Step 2 Management Representative and/or designee(s), to the Secretary of the Department of

Management Services or designee(s).

(C) Any claim of unlawful discrimination or sexual harassment by an employee against the state, its officials or representatives, except for grievances related to Association 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.

(D) Association claims of discrimination against the state, its officers or representatives shall be remedied only through PERC or other such administrative proceedings provided by law.

## **SECTION 2 – Non-Discrimination Policy - Association Membership**

Neither the state nor the Association shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Association, and the Association shall not discriminate against any such employee because of membership or non-membership in any employee organization.

## **SECTION 3 – Affirmative Action Program**

The Association agrees to support the state’s current Affirmative Action Programs and any other affirmative action programs affecting employees.

### **Article 5**

## **EMPLOYEE REPRESENTATION AND ASSOCIATION ACTIVITIES**

### **SECTION 1 – Definitions**

The term “employee” as used in this Agreement, shall mean an employee included in the bargaining unit represented by the Association.

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

### **SECTION 2 – Representation**

(A) Where Association representation is requested by the employee, the Association Grievance Representative or Staff Representative shall be a person designated in writing by the Association.

(1) An employee designated as an Association Grievance Representative is authorized by the Association to investigate grievances and to represent grievants at meetings on grievances that have been properly filed under Article 6 of this Agreement, when the Association has been selected as the employee’s representative.

(2) The Association shall furnish to the state, and keep up to date, a list of all employees and Association Staff Representatives authorized to act as Association Grievance Representatives. The state will not recognize any Grievance or Staff Representative whose name

does not appear on the appropriate list.

(B) The Association shall furnish to the state the name, official class title, name of employing agency, and specific work location of each employee who has been designated as an Association Grievance Representative. The state shall not recognize an employee as an authorized Grievance Representative until such information has been received from the Association. If a dispute arises as to whether an employee has been properly certified as a Grievance Representative, management shall contact the Department of Management Services to verify certification.

(C) When an employee has been appropriately designated to serve as a Grievance Representative in accordance with Paragraph (A) and the state has been notified in accordance with Paragraph (B), the Grievance Representative shall be authorized to investigate grievances and represent grievants in accordance with Article 6, subject to the following limitations:

(1) A Grievance Representative will not be allowed time off with pay to investigate the employee's own grievance.

(2) Time spent by a Grievance Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

(3) A Grievance Representative must be selected from those Grievance Representatives within the same work unit as the grievant's. If no Grievance Representative is located in the grievant's work unit, the Grievance Representative must be selected from the work unit which is located closest to the grievant's work location, subject to the limitations prescribed in Article 6.

(D) Where Association representation is not requested by the employee, an Association Grievance Representative shall be notified of and be given an opportunity to be present at any meeting held concerning the grievance.

### **SECTION 3 – Communication**

(A) The state will make a good faith effort, through the Office of the Secretary of the Department of Management Services, to foster the establishment of improved communications between agency management and Health Care Professionals, both in and out of the bargaining unit.

(B) All statements involving the interpretation of the State Personnel System Rules will be sent to the Association.

### **SECTION 4 – Consultation**

(A) Upon request by the designated Association Staff Representative, the Secretary of the Department of Management Services or designee shall make a good faith effort to meet and consult on a quarterly basis with three Association representatives. Such meetings shall be held at a time and place designated by the Department of Management Services.

(B) Upon request by the designated Association Staff Representative, but not more often

than once in each calendar month, the agency head or designee shall meet and consult with not more than four Association representatives from the agency and the Association Staff Representative. Such meetings shall be held at a time and place designated by the agency head.

(C) The designated Association Staff Representative or, with the prior approval of the Staff Representative, the Association Grievance Representative may request a consultation meeting with the Step 1 Management Representative. Where the request is made by the Association Grievance Representative, it will not be made to the immediate supervisor of the representative. Not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the Association Staff Representative or the Association Grievance Representative from the agency. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

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

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any Professional Health Care activity that affects employees, and no such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss. Where the Association Grievance Representative has requested the meeting, a copy of the agenda shall also be furnished to the Association Staff Representative for review prior to the meeting.

(F) Decisions reached through consultation meetings shall be reduced to writing and a copy shall be furnished to the Chief Negotiator and the Association Staff Representative.

## **SECTION 5 – Bulletin Boards**

(A) Where requested in writing, the state agrees to furnish in a state-controlled facility to which employees are assigned, wall space not to exceed 20" x 30" for Association purchased bulletin boards.

(B) The Association bulletin boards shall be used only for the following notices:

- (1) recreational and social affairs of the Association;
- (2) Association meetings;
- (3) Association elections;
- (4) reports of Association committees;
- (5) Association benefit programs;

- (6) current Association Agreement;
- (7) training and educational opportunities; and
- (8) other materials pertaining to the welfare of Association members.

(C) 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.

(D) Notices submitted for posting must be dated and bear the signature of the Association's authorized representative.

(E) A violation of these provisions by an Association Staff Representative shall be a basis for removal of bulletin board privileges by the Secretary of the Department of Management Services or designee.

## **SECTION 6 – Employee Lists**

(A) On a quarterly basis or upon request of the Association, the state will provide the Association with personnel data from the state personnel database (People First). These data will include employees' names, home addresses, work locations, home and work email addresses if available, classification titles, date of hire in current position, and other data elements as identified by the Association 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 section 119.071(4), F.S., from inadvertent or improper disclosure. Such data include home addresses, telephone numbers, social security numbers, and dates of birth. The Association agrees, therefore, that these exempt data are provided for the sole and exclusive use of the Association 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 Association business.

## **SECTION 7 – Occupational Profiles and Rules Provided**

The state will provide the Association with access to the occupational profiles and the Rules of the State Personnel System on the Department of Management Services' website.

## **SECTION 8 – Negotiations**

(A) The Association agrees that 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 Association may agree to meet elsewhere at a state facility or other location that involves no rental cost to the state. There

shall be no negotiation by the Association at other levels of state government.

(B) The Association may designate employees to serve on its Negotiation Committee, and such employees will be granted administrative leave to attend negotiating sessions with the state. No employee shall be credited with more than the number of hours in the employee's regular workday for a day the employee is in negotiations. The total number of hours of administrative leave provided to employees on the Negotiation Committee shall not exceed 250 hours. The time in attendance at negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse employees for travel, meals, lodging, or an expense incurred in connection with attendance at negotiating sessions.

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

## **SECTION 9 – Employee Assistance Programs**

The state and the Association encourage and support the creation of Employee Assistance Programs and utilization of the programs by employees whose personal problems are affecting their job performance.

### **Article 6 GRIEVANCE PROCEDURE**

It is the policy of the state and Association to encourage informal discussions between supervisors and employees of employee complaints. 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 the formal grievance procedure prescribed by this Article.

## **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, except as exclusions are noted in 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 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, F.S., holiday observed by the Association 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), Florida Administrative Code (F.A.C.).

## **SECTION 2 – Election of Remedy and Representation**

(A) If a grievant or the Association has a grievance which may be processed under this Article and which may also be appealed to the PERC, the grievant or the Association shall elect at the outset which procedure is to be used and the election shall be binding on the grievant or the Association. In the case of a duplicate filing, the action first filed will be the one processed.

(B) A grievant 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 the grievant is represented by the Association. When a grievant has elected Association representation, both the grievant and the Association Representative shall be notified of Step 1 meetings. Further, written communication concerning the grievance, or its resolution shall be sent to both the grievant and the Association Grievance Representative, and the decision agreed to by the state and the Association shall be binding on the grievant. Where Association representation is authorized as provided in this Agreement and is requested by a grievant, the grievant's representative shall be selected from the list of Association Grievance Representatives or Association Staff Representatives which has been provided to the state in accordance with Article 5 of this Agreement.

(1) If a grievant selects an Association Grievance Representative in a grievance that has been properly filed in accordance with this Article, the Association Grievance Representative may be allowed a reasonable amount of time to investigate the grievance and to represent the grievant at Step 1 meetings held during regular work hours. Hours spent by an Association Grievance Representative to investigate the grievance and to represent the grievant shall be deemed as time worked. Such time shall be subject to prior approval by the Association Grievance Representative's immediate supervisor; however, approval of time off will not be withheld if the Association Grievance Representative can be allowed such time without interfering with, or unduly hampering, the operations of the unit to which the Association Grievance Representative is assigned. The Association Grievance Representative's immediate supervisor will notify the grievant's supervisor prior to allowing the Association Grievance Representative time off to investigate the grievance.

(2) Investigations will be conducted in a way that does not interfere with state operations.

(3) As indicated in Article 5 of this Agreement, the Association Grievance Representative in the same work unit, or the work location closest to the grievant's, shall be selected to represent the employee. In no case shall an Association Grievance Representative be allowed to travel more than 25 miles from their official work location in order to investigate a grievance. As indicated in Article 5 of this Agreement, the Association Grievance Representative in the same work unit, or the work location closest to the grievant's, shall be selected to represent the employee. In no case shall an Association Grievance Representative be allowed to travel more than 25 miles from their official work location in order to investigate a grievance. (As an exception during the term of the 2017-2020 Agreement only, Grievance Representatives may travel up to 50 miles from their official work location if necessary due to the unavailability of a Representative closer to the

grievant's work location. This exception expires on the termination date for the 2017- 2020 Agreement unless continued by a subsequent ratified agreement.) The Association will make a reasonable effort to ensure that it trains a sufficient number of Association Grievance Representatives in order to minimize any such travel

(4) An Association Grievance Representative selected to represent an employee as provided in this Article will be considered a required participant at the Step 1 grievance meeting.

(5) An employee who files a grievance in accordance with this Article, or the designated spokesperson in a class action grievance, will be considered a required participant at the Step 1 grievance meeting. Upon agreement by the agency and the Association, the grievant or designated spokesperson may not be required to attend the meeting.

(C) If the grievant is not represented by the Association, an adjustment of the grievance shall be consistent with the terms of this Agreement. Further, the Association 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. The Association shall not be bound by the decision of a grievance or arbitration in which the grievant was not represented by the Association.

### **SECTION 3 – Procedures**

(A) Grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of supervision having the authority to adjust the grievances. Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative(s). Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery. If sent via electronic facsimile, the burden shall be on the sending party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours ( 8:00 a.m. to 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located). Documents received after business hours shall be considered received the next business day.

(B) There shall be no reprisals against participants in the procedures contained herein by reason of such participation.

(C) 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.

(D) The resolution of a grievance prior to arbitration shall not establish a precedent binding on either the Association or the state in other cases.

(E) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular work hours of a 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 Association.

(F) Grievances shall be presented and adjusted in the following manner, and no individual may respond to a grievance at more than one written step.

**(1) Step 1**

(a) In filing a grievance at Step 1, the grievant or her designated representative shall submit to the Step 1 Management Representative within 15 days following the event giving rise to the grievance a grievance form 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. The grievance form will be submitted with any document(s) the grievant would like to have considered at Step 1.

(b) The Step 1 Management Representative or designee shall meet to discuss the grievance and shall communicate a decision in writing to the grievant and the grievant's representative, if any, within 10 days following the date of the meeting.

**(2) Step 2**

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may submit the grievance in writing on a grievance form as 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 grievant must complete every section of the grievance form filed at Step 2 as similarly completed for a grievance filed at Step 1 and file it together with all written responses and documents in support of the grievance.

(b) The Agency Head or designee may meet with the grievant and/or designated representative to discuss the grievance. The Agency Head or designee shall communicate a decision in writing to the grievant and the grievant's representative, if any, within 15 days following receipt of the written grievance.

(c) If a grievance, alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the Association representative, or the grievant or grievant's representative, if not represented by, may appeal the grievance to arbitration as provided in Article 6, Section 3(F)(5), below, within 10 days after receipt of the Step 2 decision.

**(3) Step 3 – Contract Language Disputes**

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or the grievant's designated representative may appeal the grievance 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. 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 grievant must complete every section of the grievance form filed at Step 3 as similarly completed for a grievance filed at Step 1 or 2.

(b) The Department of Management Services shall discuss the grievance with the Association representative, or the grievant or representative if not represented by the Association. The Secretary of the Department of Management Services shall communicate a decision in writing to the grievant and the grievant's representative, if any, 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 Association 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 Association 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) Step 4 – Arbitration**

##### **(a) Arbitration Filing.**

1. 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.

2. Disciplinary Grievance. If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause is not resolved at Step 2, the Association may appeal the grievance to arbitration within 10 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the due date.

3. Contract Language Dispute. If a Contract language dispute as described in (4), above, is not resolved at Step 3, the Association may appeal the grievance to arbitration within 10 days following receipt of the decision at Step 3.

(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 five arbitrators, selected by the state and the Association to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall notify the state/agency representative, the Association 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 A in support of the grievance and written responses to it. If the grievant is not represented by the Association, 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, the party shall notify the Arbitration Coordinator that it requests an expedited arbitration hearing to 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 their jurisdiction and authority under this Agreement, the decision shall be final and binding on the state, the Association, the grievant(s), and the employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall transmit the 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 other issues, and 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 is to consider the facts and circumstances related to the act or omission on which a disciplinary action is based, as well as the period over which any prior discipline of the employee has taken place, in determining the level of discipline to be imposed.

6. The arbitrator shall be without power or authority to make

any decisions:

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.

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

a. An award for back pay shall not exceed the amount of pay the grievant would otherwise have earned at their 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.

b. If the Association 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.

(g) The fees and expenses of the arbitrator shall be equally shared by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The arbitrator shall submit his fee and expense statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract including state travel expense rules and policies.

(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 Association will not be responsible for costs of an arbitration to which it was not a party.

#### **SECTION 4 – Time Limits**

(A) Failure to initiate or appeal a grievance within the time limits in Section 3 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 grievant, or the Association 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, as long as necessary, provided there is an agreement by both sides.

(D) Claims of either an untimely filing or untimely appeal shall be made at the step-in question.

## **SECTION 5 – Exceptions**

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Association or an employee to process a grievance (1) in behalf of any employee without their consent, or (2) with respect to any matter which is the subject of a grievance, an appeal, an administrative action before a governmental board or agency, or court proceeding, brought by an individual employee or group of employees, or by the Association.

(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 Step 3, as appropriate, by submitting a grievance form contained in Appendix B within 15 days following the event giving rise to the grievance.

(2) If the grievance arises from an agency action listed in Article 7(C) of this Agreement, a grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as contained in Appendix B within 15 days following the event giving rise to the grievance.

(3) The Association 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 grievance shall not include disciplinary actions taken against an employee. The Association's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The Association 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.

## **Article 7**

### **DISCIPLINARY ACTION**

(A) An employee who has attained permanent status in her current position may be disciplined (reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, or dismissal) only for just cause as provided in section 110.227, F.S., and Rule 60L-36.005, F.A.C. Cause shall include, but is not limited to, poor performance, negligence, inefficiency or inability to perform assigned duties, insubordination, violation of provisions of law or agency rules, conduct unbecoming a public employee, misconduct, habitual drug abuse, or conviction of any crime.

(B) A reduction in base pay that is required by the State Personnel System Rules shall not be grievable. Oral reprimands shall not be grievable. Written reprimands shall be subject to the grievance procedure in Article 6 if the employee has attained permanent status in her current position; the decision is final and binding at Step 2.

(C) An employee with permanent status in her current position may file, by personal delivery or by certified mail, return receipt requested, an appeal of a reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, or dismissal with the Public Employees Relations Commission within 21 days following the date of receipt of notice of such action from the agency, under the provisions of section 110.227(5) and (6), F.S. In the alternative, such personnel actions may be grieved through the Arbitration Step, without review at Step 3, in accordance with the grievance procedure in Article 6 of this Agreement.

(D) An agency may deduct special compensatory leave from an employee's leave balance equal to the length of a disciplinary suspension in lieu of the employee serving the suspension. The agency has sole discretion in making such determination. If the employee does not have sufficient special compensatory leave to cover the entire suspension period, the agency shall deduct annual leave to cover the remaining portion of the suspension. Employees from whom leave is deducted will continue to report for duty. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

(E) An employee who has not attained permanent status in her current position shall not have access to the grievance procedure in Article 6 when disciplined.

(F) Each employee shall be furnished a copy of all disciplinary actions placed in their official personnel file and shall be permitted to respond thereto.

(G) The state will make a good faith effort to initiate disciplinary actions within 60 days from the date of actual knowledge by the person having the authority to initiate discipline of the event giving rise to the disciplinary action. If circumstances necessitate a longer period, except in the case of a criminal investigation, disciplinary actions must be initiated within 120 days of the event giving rise to the disciplinary action.

(H) The state is to consider the facts and circumstances related to the act or omission on which employee discipline is based, as well as the period over which any prior discipline of the employee has taken place, in determining the level of discipline to be imposed.

(I) An employee may request that an Association Staff Representative or Grievance Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered. The purpose of the disciplinary investigation will be explained to the employee at the beginning of the meeting.

(J) Except in extraordinary situations, an employee who has permanent status in her current position shall be given notice of proposed suspension or dismissal in accordance with Rule 60L-36, F.A.C. and section 110.227(5)(a), F.S. Such notice shall include a statement of facts in support of the proposed suspension or dismissal. When the employee requests a conference to explain or refute the charges made against the employee, the conference shall be conducted in accordance with the provisions of Rule 60L-36, F.A.C., and section 110.227(5)(a), F.S.

(K) Each agency will make a good faith effort to have a review by an appropriate health care professional, licensed health care risk manager, or an appropriate internal reviewing body, prior to taking disciplinary action against an employee when the medical or professional competence of the employee is questioned.

## **Article 8**

### **WORK FORCE REDUCTION**

#### **SECTION 1 – Layoffs**

(A) When employees are to be laid off, the state shall implement the layoff and “bumping” rights in accordance with the provisions of section 110.227(3)(a) and (b), F.S., in the following manner:

(1) The competitive area for the bargaining unit shall be statewide unless the Department and Association agree otherwise.

(2) Layoff shall be by broadband level within the bargaining unit.

(3) An employee who does not have permanent status in her current position may be laid off without applying the provision for retention rights.

(4) No employee who has permanent status in her current position in the affected broadband level shall be laid off while an employee is serving in that level without permanent status in her current position unless the permanent employee does not elect to exercise her retention rights or does not meet the selected competition criteria.

(5) All employees who have permanent status in their current position in the affected level shall be ranked on a layoff list based on the total retention points derived as follows:

(a) Length of service retention points shall be based on one point for each month of continuous service in a Career Service position.

1. An employee who resigns from one Career Service position to accept employment in another Career Service position is not considered to have a break in

service.

2. An employee who has been laid off and is reemployed within one year from the date of the layoff shall not be considered to have a break in service.

3. Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break in service is more than 31 calendar days. Only time spent in the Career Service can be counted in calculating retention points.

(b) Retention points deducted for an employee's performance that does not meet performance standards or work expectations defined for the position shall be based on the five years immediately prior to the agency's established cutoff date. Five points shall be deducted for each month an employee has a performance evaluation that is below performance expectations.

(6) The layoff list shall be prepared by totaling retention points. Employees eligible for veterans' preference pursuant to section 295.07(1)(a) or (b), F.S., shall have fifteen percent added to their total retention points, those eligible pursuant to section 295.07(1)(c), (d), or (e), F.S., shall have ten percent added to their total retention points, and those eligible pursuant to section 295.07(1)(f), or (g), F.S., shall have five percent added to their total retention points.

(7) The employee with the highest total retention points is placed at the top of the list and the employee with the lowest total retention points is placed at the bottom of the list.

(8) The employee at the top of the list shall bump the employee at the bottom of the list. The next highest employee on the list and the remaining employees shall be handled in the same manner until the total number of filled positions in the broadband level to be abolished is complete.

(9) Should two or more employees have the same combined total retention points, the order of layoff shall be determined by giving preference for retention in the following sequence:

(a) The employee with the longest service in the affected broadband level.

(b) The employee with the longest continuous service in the Career Service.

(c) The employee who is entitled to veteran's preference pursuant to section 295.07(1), F.S.

(10) Before laying off an employee who has permanent status in her current position as part of a work force reduction, an agency shall provide the employee reasonable notice of the intended action. Where possible, the agency shall provide at least 30 days' notice, and in all cases the Agency shall provide at least ten days' notice or pay or a combination of notice and pay, to be made at the employee's current hourly base rate of pay. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within seven calendar days after

receiving the notice of layoff, the employee shall have the right to request, in writing, a demotion, lateral action, or reassignment within the competitive area in lieu of layoff to a position within the bargaining unit in which the employee held permanent status, or to a position in a broadband level at or below the current level in the bargaining unit, in which the employee held permanent status.

(11) An employee's request for demotion, lateral action, or reassignment shall be granted unless it would cause the layoff of another employee who possesses a greater total of retention points.

(12) An employee adversely affected as a result of another employee having a greater number of retention points shall have the same right of reassignment, lateral action, or demotion under the same procedures provided in this section.

(13) If an employee requests a demotion, lateral action, or reassignment in lieu of layoff, the same formula and criteria for establishing retention points for that class shall be used as prescribed in this section.

(B) If there is to be a layoff of employees, the state shall take all reasonable steps to place any adversely affected employees in existing vacancies for which they are qualified.

(C) If work performed by employees is to be performed by non-state employees, the state agrees to encourage the employing entity to consider any adversely affected employees for employment in its organization if the state has been unable to place the employees in other positions within the State Personnel System.

## **SECTION 2 – Reemployment and Status**

(A) Reemployment. For one year following layoff, when a position is to be filled or a new position is established in the same agency and in the same broadband level within the affected competitive area, the agency shall:

(1) offer reemployment to a laid off employee with the highest number of retention points; or

(2) offer to promote or reassign an employee who had accepted a demotion or voluntary reassignments in lieu of layoff.

An employee who refuses an offer as provided in (A)(1) or (2) shall forfeit any rights to subsequent placement offers as provided in this subsection.

(B) Status. Reemployment of employees as provided in (A)(1), or reassignment or promotion of employees as provided in (A)(2), shall be with permanent status in their position.

### **SECTION 3 – Job Security**

The state shall make a reasonable effort to notify the Association at least 30 days in advance of positions within the bargaining unit that will be involved in a layoff. Prior to the actual layoff, the state will meet with the Association to discuss the effect of the layoff on the employees involved.

### **SECTION 4 – Grievability**

Under no circumstances is a layoff to be considered a disciplinary action, and in the event an employee elects to grieve the action taken, such grievance must be based on whether the layoff was in accordance with the provisions of this article.

#### **Article 9**

#### **REASSIGNMENT, LATERAL ACTION, TRANSFER, CHANGE IN DUTY STATION**

Employees who meet all eligibility requirements of the position shall have the opportunity to request reassignment, lateral action, transfer or change in duty station to vacant positions in their agency in accordance with the provisions of this Article.

### **SECTION 1 – Definitions**

As used in this Article:

(A) “Duty station” shall mean the place that is designated as an employee’s official headquarters.

(B) “Change in Duty station” shall mean the moving of an employee to a duty station located within 50 miles, by highway, of their current duty station.

(C) “Broadband Level” shall mean all positions sufficiently similar in knowledge, skills, and abilities, and sufficiently similar as to kind or subject matter of work, level of difficulty or responsibilities, and qualification requirements of the work, to warrant the same treatment as to title, pay band, and other personnel transactions.

(D) “Reassignment” shall mean moving an employee:

(1) to a position in the same broadband level and same maximum salary but with different duties;

(2) to a position in the same broadband level and same maximum salary, regardless of the duties, but to a different agency; or

(3) to a position in a different broadband level having the same maximum salary

Upon a reassignment appointment, the employee shall be given probationary status. If the reassignment appointment is in conjunction with a legislatively mandated transfer of the position,

the employee retains the status held in the position unless the legislature directs otherwise.

(E) “Lateral action” shall mean the moving of an employee to another position in the same agency that is in the same occupation, same broadband level with the same maximum salary, and has substantially the same duties and responsibilities.

Upon a lateral action appointment, the employee shall retain the status they held in their previous position. If probationary, time spent in the previous position shall count toward completion of the required probationary period for the new position.

(F) “Transfer” shall mean moving an employee from one geographic area of the State to a different geographic location that is in excess of 50 highway miles from the employee’s current duty station.

## **SECTION 2 – Voluntary Reassignment, Lateral Action, Transfer, Change in Duty Station**

(A) An employee who meets all eligibility requirements of the position may request a reassignment, lateral action, transfer, or change in duty station on the request form provided by the agency. Such requests shall indicate the broadband level(s), county(ies), institution(s) and/or other work location(s) or shift(s) the employee is requesting.

(B) An employee may submit a request form at any time; however, all such requests shall expire on June 30 of each calendar year. Requests can be filed in June to become effective on July 1.

(C) All request forms shall be submitted to the Agency Head or designee who shall be responsible for furnishing a copy of each request to the manager(s) or supervisor(s) who have the authority to make employee hiring decisions in the work unit to which the employee has requested assignment. The employee shall provide a copy of the request to the Association at the time it is filed with the agency.

(D) Except where a position is filled by demotion or promotion, the manager or supervisor having hiring authority for that position shall give first consideration to employees who have submitted a request form; provided, however, that employees whose request is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) The hiring authority shall normally fill a position with the employee who has the greatest length of service in the broadband level and who has a request on file or has applied on-line for the position. They agree, however, that other factors, such as employees’ work history and agency needs, will be taken into consideration in making the decision as to whether the employee with the greatest length of service in the broadband level will be placed in the vacant position.

(F) If the employee with the greatest length of service in the broadband level is not selected for the vacant position, all employees who have greater length of service in the broadband level than the employee selected shall be notified in writing of the agency’s decision with a copy to the Association. The agency head notification shall contain the reason(s) the less senior applicant was selected.

(G) When an employee has been appointed pursuant to a request filed under this Article, all other pending requests shall be cancelled and the employee will not be eligible to file another request under this Article for a period of 12 months following the employee's appointment. If an employee declines an offer pursuant to a request filed under this Article, the employee's request shall be cancelled and the employee will not be eligible to submit a request for a period of 12 months.

### **SECTION 3 – Involuntary Reassignment, Lateral Action, Transfer or Change in Duty Station**

Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment, lateral action, transfer or change in duty station of any employee according to the needs of the agency; however, the agency will make a good faith effort to take such action only when dictated by the needs of the agency and in each case, will take into consideration the needs and circumstances of the employee prior to taking such action.

### **SECTION 4 – Notice**

(A) An employee shall be given a minimum of 14 calendar days' notice prior to the agency effecting any reassignment, lateral action, or transfer of the employee. In the case of a transfer, the agency will make a good faith effort to give a minimum of 30 calendar days' notice.

(B) Nothing contained in this Agreement shall be construed to prevent the state from making reassignments, lateral actions, transfers, or changes in duty stations of any employee during an emergency or as otherwise required to meet urgent health care needs of the state.

### **SECTION 5 – Grievability**

An employee complaint concerning administration of this Article may be grieved in accordance with Article 6 of this Agreement, up to and including Step 3 of the grievance procedure whose decision shall be final and binding. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.

## **Article 10 PROMOTIONS**

The state and the Association agree that promotions should be used to provide career mobility within the State Personnel System and should be based on the relative merit and fitness of employees.

Toward the goal of selecting the most qualified employee for each promotional position, the parties agree that the provisions of this Article, along with all provisions of the Rules of the State Personnel System, will be followed when making such appointments. The parties will make a good faith effort to develop and implement standard agency criteria for selecting employees for promotional opportunities within a professional broadband level.

## **SECTION 1 – Definitions**

As used in this Article:

(A) “Broadband Level” shall mean all positions sufficiently similar in knowledge, skills, and abilities, and sufficiently similar as to kind or subject matter of work, level of difficulty or responsibilities, and qualification requirements of the work, to warrant the same treatment as to title, pay band, and other personnel transactions.

(B) “Promotion” shall mean changing the classification of an employee to a broadband level having a higher maximum salary, or the changing of the classification of an employee to a broadband level having the same or a lower maximum salary but a higher level of responsibility.

(C) “Demotion” shall mean changing the classification of an employee to a broadband level having a lower maximum salary, or the changing of the classification of an employee to a broadband level having the same or a higher maximum salary but a lower level of responsibility.

## **SECTION 2 – Procedures**

(A) An employee who has permanent status in her current position may request a promotion by completing the online application process within the People First system. Each applicant will be notified of her eligibility or ineligibility for the class(es), broadband level(s), county(ies), and or duty station applied for.

(B) An employee may complete an application in the People First system at any time during the advertising period. To be considered, the employee must submit a new application for each advertised promotional opportunity.

## **SECTION 3 – Method of Filling Positions**

(A) Except where a position is filled by demotion, lateral action, or reassignment as defined in Article 9 of this Agreement, employees who have requested promotion in accordance with Section 2 of this Article shall be given first consideration for promotional positions. Of the employees meeting the selection criteria, up to a maximum of five will be interviewed. Where interviews are done by committee, at least one committee member will be qualified in the particular professional discipline involved.

(B) Each employee who requests promotion in accordance with Section 2 of this Article will be notified in writing by the appointing authority when the position has been filled. Upon request, employees will be provided with recommendations regarding areas in which they can improve their potential for future promotional opportunities.

(C) When an employee has been promoted pursuant to a request filed under this Article, all other pending requests for promotion from that employee shall be cancelled. No other request may be filed by that employee under this Article for a period of 12 months following the employee’s promotion.

## **SECTION 4 – Probationary Status on Promotion**

(A) An employee appointed to a position, including one to which she has been promoted, must successfully complete at least a one-year probationary period in that position in order to attain permanent status in the position.

(B) An agency's actions with respect to an employee who is promoted from a position in which she held permanent status to one in which she serves in a probationary status are governed by the provisions of Section 110.217(3), F.S., which provides that such agency actions are not grievable.

## **Article 11 CLASSIFICATION MATTERS**

### **SECTION 1 – Additional Duties**

(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, as along with any other information the employee may have relative 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 35 of this Contract. 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 the 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.

(D) A copy of the written decision under (A) and (C) above, will be provided to the Association regardless of the employee's representation status.

## **SECTION 2 – Broadbanding**

The Union recognizes the right of the state to develop, for the use of all state agencies, a classification and compensation program in furtherance of section 110.2035, Florida Statutes. Nothing in this part shall constitute a waiver of the Association’s rights under Chapter 447, Florida Statutes.

### **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. If an agency establishes an additional file, the employee shall have access to that file.

(B) If a derogatory document is placed in an employee’s official personnel file, a copy will be sent to the employee. The employee will have the right to respond to any such document filed, and the response will be attached to the file copy.

(C) An employee will have the right to review her 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, F.S., 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 a violation of an established health or safety rule, or which is a hazard to persons or property, the condition shall be reported immediately by the employee in writing to the appropriate supervisor who shall investigate the report promptly and make a reasonable effort to take appropriate action to correct the condition.

(B) Complaints that arise under this Article shall be grievable, but only to Step 3 of the grievance procedure of this Agreement.

## **Article 14**

### **PERFORMANCE PLANNING AND EVALUATION**

#### **SECTION 1 – Performance Evaluations**

(A) The performance of employees shall be evaluated in accordance with Rule 60L-35, F.A.C.

(B) All performance evaluations shall be made by the employee's immediate supervisor, or designated managerial employee who has knowledge of the employee's duties, responsibilities and job performance and who shall be held accountable for assessing the employee's performance without direction or control by higher management.

(C) The state will continue to maintain and make a good faith effort to expand its program to train supervisors in performance planning and evaluation techniques.

#### **SECTION 2 – Grievability**

An employee who has permanent status in her current position who receives a performance evaluation with an overall rating of "Needs Improvement" or below may grieve her performance evaluation pursuant to Article 6 up to the Step 2 Management Representative. The decision of the Step 2 Management Representative is final and binding.

## **Article 15**

### **SCOPE OF HEALTH CARE PROFESSIONAL PRACTICE**

An employee may appeal through Step 2 of the grievance procedure of this Agreement the assignment of duties which the employee alleges jeopardizes the employee's professional license.

## **Article 16**

### **EMPLOYMENT OUTSIDE 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 17**

### **VACANT**

## **Article 18**

### **LEAVE**

Employees may be granted leave as provided in Rule 60L-34, F.A.C.

## **Article 19**

### **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 and the Secretary of Management Services or designee as being required by the employee to adequately perform the duties of the position, will be reimbursed as provided herein. A written report must be filed detailing the circumstances under which the property was damaged or destroyed. The state shall authorize reimbursement for repair or replacement of the property, not to exceed the following amounts:

(1) Watch - \$75

(2) Prescription glasses - \$200 (including any required examination)

(3) Other Items - The Secretary of Management Services, or designee, shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

(4) Total allowable per incident - \$500

(B) Such reimbursement shall be with the approval of the Agency Head. Approvals shall not be unreasonably withheld.

## **Article 20**

### **TRAINING AND EDUCATION**

#### **SECTION 1 – Professional Education**

(A) The state will make a good faith effort to allow employees a reasonable amount of time, with pay, as the work schedule will permit, for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position.

(1) Training/education shall be considered as time worked and may be granted if: the employee applies in advance in writing specifying the course and her objective related to her position, the employee obtains permission of her department head, and the training/education does not interfere with patient services.

(2) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(3) Subsections (1) and (2) above do not preclude the state from assigning employees to attend training courses as determined by management.

(B) In addition to the time which may be allowed under (A) above, employees who are required, either by statute or broadband level, to meet mandatory continuing education requirements in order to remain eligible to perform assigned duties, shall attend as time worked employee selected

courses toward the fulfillment of continuing education requirements. The scheduling is subject to the approval of the agency.

(C) 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 2 – Flexible Work Schedule**

The state will make a good faith effort to arrange a flexible work schedule for the employee who is seeking to further her education at an accredited institution of higher learning by taking course work which will improve the performance of official duties and improve the quality of public service.

## **SECTION 3 – Supervisory Training**

The state will make a good faith effort to improve supervisory training by providing a standard set of fundamental supervisory skills as provided in section 110.403, F.S.

### **Article 21**

#### **COMPENSATION FOR TEMPORARY SPECIAL DUTY IN A HIGHER POSITION**

Each time an employee is officially designated by the appropriate supervisor to act in a position in a higher broadband level than the employee's current level, and performs a major portion of the duties of the higher level position, irrespective of whether the higher level position is funded, for more than 22 workdays within any six consecutive months, the employee shall be eligible to receive a temporary special duty additive in accordance with Rule 60L-32, F.A.C., beginning with the 23rd day.

### **Article 22**

#### **DISABILITY LEAVE**

## **SECTION 1 – Disability Leave with Pay**

(A) An employee who sustains a job-related disability and who is eligible for disability leave with pay under the provisions of Rule 60L-34, F.A.C., 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 F.A.C. 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.

(1) 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 health care 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.

## **SECTION 2 – Alternate Duty**

(A) Where an employee is eligible for disability leave with pay under the Rules of the State Personnel System as a result of an injury in the line of duty, and is temporarily unable to perform her normal duties, the Agency Head or designee shall give due consideration to any request by the employee to be temporarily assigned substitute duties within the employee's medical restrictions. This shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

(B) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 3. The decision of the Secretary of the Department of Management Services shall be final and binding on all parties.

*2021 Legislative Impasse Resolution  
Status Quo*

### **Article 23**

## **HOURS OF WORK / COMPENSATORY TIME**

### **SECTION 1 – Workweek/Compensatory Time**

(A) The workweek for each full-time employee shall be 40 hours unless the employee is on an agency established extended work period.

(B) Work beyond the normal workweek shall be recognized in accordance with Rule 60L-34, F.A.C.

(C) Excluded employees who are required to work in excess of the hours of the regular work period or an agency established extended work period will earn regular compensatory leave credits on an hour-for-hour basis. In accordance with the provisions of Rule 60L-34.0043(5), F.A.C., and an agency's approved Regular Compensatory Leave Payment Plan, excluded employees who are directed to work hours in excess of the regular work period or an approved extended work period due to extraordinary circumstances may be paid for the excess hours worked provided funds are available for such payment. The excess hours worked shall be rounded to the nearest quarter hour based on the actual time the employee was required to work.

(D) The Association agrees to support those changes in Rule 60L-34, F.A.C. that may be required in order for the state to be in compliance with the Fair Labor Standards Act as it is applied to public employees.

(E) An agency may compensate employees in included positions for overtime as follows: An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave.” Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will be permitted to accumulate a maximum of 80 hours of “FLSA compensatory leave” credits which may be taken in any increments if agreed to by the employee and the supervisor. If agreement is not reached, the supervisor may, with a minimum of five workdays notice, require the employee to use such leave credits at any time in increments of full workdays. However, all unused “FLSA compensatory leave” credits at the close of business on December 31 and June 30, or other dates approved by the Department of Management Services, shall be paid for at the employee’s regular hourly rate in accordance with Rule 60L-34, F.A.C. as amended. An employee who separates from Career Service, moves to an excluded position, or moves to another state agency shall be paid for all unused “FLSA compensatory leave” in accordance with the above.

## **SECTION 2 – Rest Periods**

Whenever practicable, employees’ daily work schedules will provide for a 15-minute rest period during each one-half work shift. The rest period shall be scheduled whenever possible at the middle of such a one-half shift. The state, however, shall vary the scheduling of such period when the demands of work so require. No supervisor shall unreasonably deny an employee a rest period as provided herein.

## **SECTION 3 – Flextime**

A full-time employee may request approval of a variable work schedule under an agency’s family support personnel policies. If the employee requests a regular schedule of more or less than an eight-hour workday, approval may be requested in accordance with the provisions of Rule 60L-34, F.A.C.

## **SECTION 4 – Work Schedule**

(A) Except in emergency situations, normal work schedules showing the employees’ shifts, workdays, and hours will be posted on applicable bulletin boards no less than 10 calendar days in advance and will reflect at least a one-month schedule. With the prior approval of the supervisor(s) and provided there is no penalty to the state, employees may mutually agree to exchange days or shifts on a temporary basis.

(1) The state will make a good faith effort to equalize required shift rotation and weekend work among employees in the same functional unit whenever this can be accomplished without interfering with efficient operations.

(2) When an employee's shift has been changed, the state will make a good faith effort to schedule the employee to be off work for a minimum of two shifts.

(3) Except in emergencies, employees will not be required to work more than two different shifts in a workweek.

(4) The state will attempt to grant at least two weekends off per month.

## **SECTION 5 – Special Compensatory Leave**

(A) Earning of Special Compensatory Leave Credits. Special compensatory leave credits may be earned only in the following instances:

(1) By an employee in the career service for work performed on a holiday as defined in section 110.117, F.S., or for work performed during a work period that includes a holiday, as provided by the Rules of the State Personnel System.

(2) For work performed in the employee's assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition in accordance with Rule 60L-34.0071, F.A.C.

(B) General Provisions for Using Special Compensatory Leave Credits in Accordance with Rule 60L-34.0044, F.A.C.

(1) Employee Leave Requests. An employee shall be required to use available special compensatory leave credits prior to the agency approving the following leave types:

(a) Regular compensatory leave credits.

(b) Annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

(2) Compelled Use of Special Compensatory Leave Credits. An employee may be required to reduce special compensatory leave credit balances.

(C) Special Compensatory Leave Earned on or after November 1, 2017.

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after November 1, 2017, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be paid at the employee's current regular hourly rate of pay.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after November 1, 2017, which are not used within 120 calendar days from the end of the

work period in which the leave is credited shall be paid at the employee's current regular hourly rate of pay.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2017, to be used within the time limits specified in subsections (C)1 and (C)2. However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the special compensatory leave remaining at the end of each time limit shall be paid at the employee's current regular hourly rate of pay.

**(D) Pay Provision for Special Compensatory Leave.**

(1) Upon separation, transfer to another agency, or transfer to another pay plan, an employee shall be paid for the following unused special compensatory leave credits:

(a) Special compensatory leave credits earned prior to October 9, 2012  
(Leave Type 0055);

(b) Special compensatory leave credits earned after November 1, 2017 that have not yet been paid pursuant to Section 6(C)(3) of this Article.

(2) When the employee transfers to another Career Service collective bargaining unit within the agency, the agency shall pay the employee for unused special compensatory leave credits earned on or after November 1, 2019.

(3) Such credits shall be paid at the employee's current regular rate of pay.

(4) Any special compensatory leave hours earned prior to November 1, 2017 that were forfeitable under the provisions of previous contracts or agreements remain forfeitable upon expiration of the applicable time periods and are not eligible for payment.

**Article 24  
ON-CALL ASSIGNMENT**

**SECTION 1 – Definition**

“On-call” assignment shall be as defined in Rule 60L-32, F.A.C.

**SECTION 2 – Request for On-Call Pay**

Agencies may approve positions to be placed on-call according to the requirements of Rule 60L-32.0012, F.A.C.

**SECTION 3 – On-Call Assignment**

The state will make a good faith effort to equalize placement of employees on-call whenever this can be accomplished without interfering with efficient operations.

#### **SECTION 4 – On-Call Fee**

(A) When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of \$1.00 per hour for each hour the employee is required to be on-call. If an on-call period is less than one hour, the time while on-call will be rounded to the nearest 1/4 hour and the employee will be paid 25¢ for each 1/4 hour of on-call assignment.

(B) Employees who are required to be on call on a Saturday, Sunday, or a holiday as listed in section 110.117, F.S., will be compensated by payment of a fee in an amount equal to 1/4 of the statewide minimum for the employee's class or at the rate specified in the above paragraph, whichever is greater, for each period, as provided in (A), the employee is required to be available.

#### **SECTION 5 – Call Back**

When an employee, who has been placed on-call in accordance with Section 1, above, is called back to the work location to perform assigned duties, the employee shall be credited for actual time worked, or a minimum of two hours, whichever is greater. The rate of compensation shall be in accordance with the Rules of the State Personnel System.

*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 2021-2022 ~~2020-2021~~ General Appropriations Act.

#### **SECTION 2 – Deployment to a Facility or Area Closed due to Emergency**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2021-2022 ~~2020-2021~~, contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

#### **SECTION 3 – Cash Payout of Annual Leave**

Permanent Career Service employees may be given the option of receiving up to 24 hours of unused annual leave each December, in the form of a cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes.

## **SECTION 4 – Performance Pay**

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2021-2022 ~~2020-2021~~, contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

*2021 Legislative Impasse Resolution  
Status Quo*

### **Article 26 DIFFERENTIAL PAY**

(A) A shift differential in the amount of \$1.00 per hour will be paid when it is the prevailing practice in the profession to pay shift differential and when the employee is assigned to a shift where a majority of the employee's hours worked fall between the hours of 5:00 p.m. and 6:00 a.m.

(B) When justified and upon approval by the Secretary of Management Services or designee, subject to the availability of funds, a shift differential greater than \$1.00 per hour may be paid when the criteria in (A) above are met and where the local competitive conditions justify a higher shift differential.

*2021 Legislative Resolution  
Effective July 1, 2021*

### **Article 27 INSURANCE BENEFITS**

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

### **Article 28 TRAVEL EXPENSES**

Travel expenses shall be paid for authorized travel on state business in the manner and amounts as provided in section 112.061, F.S. 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 29 DRUG-FREE WORKPLACE**

## **SECTION 1 – Drug Testing and Safety Sensitive Classes / Positions**

(A) The state and the Association agree to drug testing of employees in accordance with section 112.0455, F.S., the Drug-Free Workplace Act.

(B) The state agrees to discuss the designation of safety-sensitive classes or positions with the Association. Safety-sensitive position means any position, including a supervisory or management position, in which a drug impairment would constitute an immediate and direct threat to public health or safety. The designation of safety-sensitive positions will be determined using one of the following criteria:

- (1) Uncompromising skill required; immediate threat to health or safety.
- (2) Serious life-threatening and undetectable mistakes/consequence of actions; work involving critical actions having life and death effect which are not reviewed by higher level authorities who could negate the effect of erroneous decisions.
- (3) High degree of public reliance and confidence (trust) required and includes applicants for positions of special trust or responsibility under section 110.1127, F.S. This area also includes those positions of a sensitive nature in law enforcement, regulatory or investigatory work and positions, which have unsupervised accessibility to sensitive information.
- (4) Safety-sensitive classes/positions are denoted by an asterisk in Appendix A.

(C) An employee shall have the right to grieve disciplinary action taken under section 112.0455, F.S., the Drug-Free Workplace Act, subject to the limitations on the grievability of disciplinary actions in Article 7. If an employee is not disciplined but is denied a demotion, reassignment or promotion as a result of a positive confirmed drug test, the employee shall have the right to grieve such action in accordance with Article 6 of this Agreement.

## **SECTION 2 – Department of Corrections Employees and Drug Testing**

(A) An employee shall have the right to grieve any disciplinary action taken under section 944.474, F.S., subject to the limitations on the grievability of disciplinary actions in Article 7 of this Agreement. If an employee is not disciplined but is denied a demotion, reassignment, or promotion as a result of a positive confirmed drug test, the employee shall have the right to grieve such action in accordance with Article 6 of this Agreement.

(B) Any searches conducted of employees of the Department of Corrections shall be in accordance with the provisions of the Rules of the Department of Corrections, Chapter 33-208, F.A.C.

(C) If an employee's personal property suffers damage or destruction in the course of a drug search on Department of Corrections' property, the employee may submit a claim for reimbursement under the provisions of Article 19 of this Agreement.

**Article 30  
NO STRIKE**

**SECTION 1 – No Strike Agreement**

Neither the Association nor its officers or agents, nor members or employees, will instigate, promote, sponsor, or engage in prohibited activities as defined in section 447.203(6), F.S.

**SECTION 2 – Penalty**

Employees who violate any provision of the law prohibiting strikes or of this Article will be subject to disciplinary action up to and including discharge, and the disciplinary action by the state shall not be subject to the grievance procedure established herein.

**Article 31  
VACANT**

**Article 32  
MANAGEMENT RIGHTS**

The Association 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. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement; provided, however, that the exercise of such rights shall not preclude an employee or employee representative from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

**Article 33  
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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) Except as to the above subjects, the state and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge

or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

(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 34**

#### **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), F.S.; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

#### **Article 35**

#### **Duration**

#### **SECTION 1 – Term**

(A) This Agreement shall remain in full force and effect through the 30th day of June 2023. The state and the Association agree that Article 25–Wages, Article 27–Insurance Benefits, and any other three (3) 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.

(B) In the instance where the state and the Association 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.

#### **SECTION 2 – Termination**

If either party desires to terminate this Agreement on its expiration date or during an agreed-upon extension as provided in Section 1 above, written notice must be given to the other party not less than 10 days prior to the desired termination date.

#### **SECTION 3 – Notices**

(A) Notices hereunder shall be given by e-mail or U.S. mail, return receipt requested:

(1) if by the state, shall be addressed to the Florida Nurses Association, Post Office Box 536985, Orlando, Florida 32853-6985; and

(2) if by the Association, shall be addressed to the Chief Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950.

(B) 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 4 – 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.

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**Subject to Ratification**

FY 2021-2022 Reopener for State of Florida & Florida Nurses Association –  
Professional Health Care Unit Agreement Strike-Through/Underline Changes to 2020-  
2023 Agreement

**APPENDIX A**  
**PROFESSIONAL HEALTH CARE UNIT CLASSES**  
**(Collective Bargaining Unit Designation – 04)**

<b>Class Code</b>	<b>Class Title</b>	<b>Broadband Code</b>	<b>Broadband Occupation</b>
5323	ADVANCED CERTIFIED NURSE MIDWIFE	29-1161-04	NURSE MIDWIVES
* 5297	ADVANCED REGISTERED NURSE PRACTITIONER	29-1171-03	NURSE PRACTITIONERS
* 5300	ADVANCED REGISTERED NURSE PRACTITIONER - F/C	29-1171-03	NURSE PRACTITIONERS
5304	ADVANCED RN PRACTITIONER SPECIALIST	29-1171-04	NURSE PRACTITIONERS
5305	ADVANCED RN PRACTITIONER SPECIALIST-	29-1171-04	NURSE PRACTITIONERS
* 5233	BEHAVIORAL ANALYST	19-3099-03	SOCIAL SCIENTISTS & RELATED WORKERS, ALL OTHER
5234	BEHAVIORAL ANALYST – F/C	19-3099-03	SOCIAL SCIENTISTS & RELATED WORKERS, ALL OTHER
*5230	BEHAVIORAL SPECIALIST	19-3099-03	SOCIAL SCIENTISTS & RELATED WORKERS, ALL OTHER
5231	BEHAVIORAL SPECIALIST – F/C	19-3099-03	SOCIAL SCIENTISTS & RELATED WORKERS, ALL OTHER
* 5298	CLINICAL ASSOCIATE	29-1171-03	NURSE PRACTITIONERS
* 5299	CLINICAL ASSOCIATE - F/C	29-1171-03	NURSE PRACTITIONERS
* 5324	COMMUNITY HEALTH NURSE	29-1141-01	REGISTERED NURSES
5351	COMMUNITY HEALTH NURSING CONSULTANT	29-1141-04	REGISTERED NURSES
* 5327	COMMUNITY HEALTH NURSING SUPERVISOR	29-1141-03	REGISTERED NURSES
*5268	DENTIST	29-1021-06	DENTISTS, GENERAL
* 5266	DENTIST-F/C	29-1021-06	DENTISTS, GENERAL
5203	DIETITIAN	29-1031-01	DIETITIANS AND NUTRITIONISTS
5204	DIETITIAN - F/C	29-1031-01	DIETITIANS AND NUTRITIONISTS
5205	DIETITIAN SUPERVISOR	29-1031-03	DIETITIANS AND NUTRITIONISTS
* 8837	DRUG INSPECTOR	29-1051-05	PHARMACISTS
5360	NURSING EDUCATION DIRECTOR-SBN	29-1141-04	REGISTERED NURSES
* 5303	NURSING PROGRAM SPECIALIST	29-1141-03	REGISTERED NURSES
5212	NUTRITION EDUCATOR	21-1091-02	HEALTH EDUCATORS
* 5245	PHARMACIST	29-1051-05	PHARMACISTS
* 5246	PHARMACIST - F/C	29-1051-05	PHARMACISTS
5224	PUBLIC HEALTH NUTRITION CONSULTANT	29-1031-04	DIETITIANS AND NUTRITIONISTS
5213	PUBLIC HEALTH NUTRITIONIST	29-1031-01	DIETITIANS AND NUTRITIONISTS
5220	PUBLIC HEALTH NUTRITIONIST SUP.	29-1031-03	DIETITIANS AND NUTRITIONISTS
5240	REGIONAL MENTAL HEALTH CONSULTANT-DC	19-3031-04	CLINICAL COUNSELOR & SCHOOL PSYCHOLOGIST

**Subject to Ratification**

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* 5290	REGISTERED NURSE	29-1141-01	REGISTERED NURSES
* 5291	REGISTERED NURSE - F/C	29-1141-01	REGISTERED NURSES
* 5294	REGISTERED NURSE SPECIALIST	29-1141-02	REGISTERED NURSES
* 5295	REGISTERED NURSE SPECIALIST-F/C	29-1141-02	REGISTERED NURSES
* 5306	REGISTERED NURSE SUPERVISOR	29-1141-03	REGISTERED NURSES
* 5307	REGISTERED NURSE SUPERVISOR-F/C	29-1141-03	REGISTERED NURSES
* 5312	REGISTERED NURSING CONSULTANT	29-1141-04	REGISTERED NURSES
* 5313	REGISTERED NURSING CONSULTANT-F/C	29-1141-04	REGISTERED NURSES
*5237	SENIOR BEHAVIORAL ANALYST	19-3099-04	SOCIAL SCIENTISTS & RELATED WORKERS, ALL OTHER
*5238	SENIOR BEHAVIORAL ANALYST – F/C	19-3099-04	SOCIAL SCIENTISTS & RELATED WORKERS, ALL OTHER
* 5325	SENIOR COMMUNITY HEALTH NURSE	29-1141-02	REGISTERED NURSES
* 5328	SENIOR COMMUNITY HEALTH NURSING SUPV	29-1141-03	REGISTERED NURSES
*5273	SENIOR DENTIST	29-1021-06	DENTISTS, GENERAL
* 5269	SENIOR DENTIST-F/C	29-1021-06	DENTISTS, GENERAL
* 5248	SENIOR PHARMACIST	29-1051-05	PHARMACISTS
* 5249	SENIOR PHARMACIST - F/C	29-1051-05	PHARMACISTS
5218	SENIOR PUBLIC HEALTH NUTRITIONIST	29-1031-02	DIETITIANS AND NUTRITIONISTS
5221	SENIOR PUBLIC HEALTH NUTRITIONIST SUPV	29-1031-03	DIETITIANS AND NUTRITIONISTS
* 5292	SENIOR REGISTERED NURSE	29-1141-01	REGISTERED NURSES
* 5293	SENIOR REGISTERED NURSE - F/C	29-1141-01	REGISTERED NURSES
* 5308	SENIOR REGISTERED NURSE SUPV	29-1141-03	REGISTERED NURSES
* 5309	SENIOR REGISTERED NURSE SUPV-F/C	29-1141-03	REGISTERED NURSES
5408	SPEECH AND HEARING THERAPIST	29-1127-01	SPEECH-LANGUAGE PATHOLOGISTS
5406	SPEECH AND HEARING THERAPIST-F/C	29-1127-01	SPEECH-LANGUAGE PATHOLOGISTS

\* Designated as "Safety-Sensitive." See Article 29, Drug-Free Workplace.

All Unit employees in the Agency for Health Care Administration and in the Department of Health not employed in institutions shall accrue regular compensatory leave credits for all hours worked in excess of those established for the work period.

### PROFESSIONAL HEALTH CARE UNIT DESCRIPTION

**Included:** Includes all full-time and part-time Career Service employees occupying positions in classifications which meet the requirements of a "professional employee" as set forth in Section 447.203(13), Florida Statutes (2014) and whose work consists of the delivery of professional health care services to patients or clients through state agencies or institutions.

Also includes all full-time and part-time Career Service employees in classifications which meet the requirements of a "professional employee" as set forth in Section 447.203(13), Florida Statutes (2014) and whose work requires them to spend a majority of their time performing duties of a supervisory nature for other professional health care employees included in this unit.

**Excluded:** Excludes all managerial employees; confidential employees; temporary employees; and persons paid from Other Personal Services (OPS) funds as defined by Section 216.011(1)(dd), Florida Statutes (2014).

**Subject to Ratification**

FY 2021-2022 Reopener for State of Florida & Florida Nurses Association –  
Professional Health Care Unit Agreement Strike-Through/Underline Changes to 2020-  
2023 Agreement

**APPENDIX B**

<b>Florida Nurses Association State of Florida Professional Health Care Unit</b>	
<b>GRIEVANCE FORM</b>	
Employee's Name: _____	Class Title: _____
Business Address: _____	Department or Agency: _____
Division or District: _____	
Business Telephone: _____	Bureau or Unit: _____
Last 4 Digits of Social Security Number: _____	
NATURE OF GRIEVANCE (Describe the acts or omissions giving rise to the grievance, including relevant dates):	
<b>SAMPLE</b> <b>For Information Contact:</b> <b>Florida Nurses Association</b> <b>Phone: (407) 896-3261</b>	
DATE(S) of ACT(S) OR CONDITION(S) GIVING RISE TO THE GRIEVANCE: _____	
ARTICLE(S) AND SECTION(S) OF AGREEMENT ALLEGEDLY VIOLATED: _____	
RELIEF REQUESTED: _____	
_____	
_____	
<b>IF REPRESENTATIVE DESIRED</b>	Name of My Representative: _____
	Business Telephone: _____
<b>FOR GROUP GRIEVANCES ONLY</b> – The FNA 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: _____	
SUBMITTED TO: Name _____ Class Title: _____	
(If space is insufficient to write complete information, attach a separate sheet)	
State Official - Step 1 2 3 *	
*Circle appropriate step	

***Subject to Ratification***

FY 2021-2022 Reopener for State of Florida & Florida Nurses Association –  
Professional Health Care Unit Agreement Strike-Through/Underline Changes to 2020-  
2023 Agreement

**APPENDIX C  
REQUEST FOR ARBITRATION  
FLORIDA NURSES ASSOCIATION (FNA)  
PROFESSIONAL HEALTH CARE UNIT**

The Florida Nurses Association [“FNA”], representing employees in the Professional Health Care 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 FNA to proceed to arbitration with my grievance. I also authorize the FNA to use, and to provide to the Arbitrator during the arbitration proceedings, copies of any materials relevant to the issues raised in this grievance although such materials may otherwise be exempt or confidential under state or federal public records law.

Representative’s Name: \_\_\_\_\_ Email address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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