

# **AGREEMENT**

**THE STATE OF FLORIDA**

and

**THE FLORIDA NURSES  
ASSOCIATION**

**Professional Health Care Unit**

July 1, 2005 through June 30, 2008

## TABLE OF CONTENTS

<b>AGREEMENT</b> .....	1
<b>PREAMBLE</b> .....	1
<b>Article 1 RECOGNITION</b> .....	1
SECTION 1 - Inclusions .....	1
SECTION 2 - Exclusions .....	2
SECTION 3 - New Positions/Classes .....	2
<b>Article 2 Vacant</b> .....	2
<b>Article 3 DUES CHECKOFF</b> .....	2
SECTION 1 - Deductions .....	2
SECTION 2 - Remittance .....	3
SECTION 3 - Insufficient Pay For Deduction .....	3
SECTION 4 - Termination Of Deduction .....	3
SECTION 5 - Indemnification .....	3
SECTION 6 - Exceptions .....	4
SECTION 7 - Dues Checkoff Authorization Form .....	4
<b>Article 4 NO DISCRIMINATION</b> .....	4
SECTION 1 - Non-Discrimination Policy - State-Federal Law .....	4
SECTION 2- Non-Discrimination Policy-Association Membership .....	4
SECTION 3 - Affirmative Action Program .....	5
<b>Article 5 EMPLOYEE REPRESENTATION AND ASSOCIATION ACTIVITIES</b> .....	5
SECTION 1 - Representation .....	5
SECTION 2 - Communication .....	6

SECTION 3 - Consultation .....	6
SECTION 4 - Bulletin Boards.....	7
SECTION 5 - Employee Lists.....	7
SECTION 6 - Class Specifications and Rules Provided.....	8
SECTION 7 - Negotiations .....	8
SECTION 8 - Employee Assistance Programs .....	8
<b>Article 6 GRIEVANCE PROCEDURE.....</b>	<b>8</b>
SECTION 1 - Definitions .....	9
SECTION 2 - Election of Remedy and Representation .....	9
SECTION 3 - Procedures.....	10
SECTION 4 - Time Limits .....	13
SECTION 5 - Exceptions .....	13
<b>Article 7 DISCIPLINARY ACTION.....</b>	<b>14</b>
<b>Article 8 WORK FORCE REDUCTION.....</b>	<b>15</b>
SECTION 1 - Layoffs .....	15
SECTION 2 - Reemployment.....	17
SECTION 3 - Job Security .....	17
<b>Article 9 REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION .....</b>	<b>17</b>
SECTION 1 - Definitions .....	18
SECTION 2 - Procedures.....	18
SECTION 3 - Involuntary Reassignment, Transfer or Change in Duty Station ...	19
SECTION 4 - Notice.....	19

SECTION 5 - Grievability .....	19
<b>Article 10 PROMOTIONS .....</b>	<b>19</b>
SECTION 1 - Definitions .....	20
SECTION 2 - Procedures.....	20
SECTION 3 - Method of Filling Vacancies .....	20
<b>Article 11 CLASSIFICATION MATTERS.....</b>	<b>21</b>
SECTION 1 - Duties .....	21
SECTION 2 - Broadbanding.....	21
<b>Article 12 PERSONNEL RECORDS.....</b>	<b>21</b>
<b>Article 13 SAFETY.....</b>	<b>22</b>
<b>Article 14 REVIEW AND PERFORMANCE PLANNING .....</b>	<b>22</b>
SECTION 1 - Performance Reviews.....	22
SECTION 2 - Grievability .....	22
<b>Article 15 SCOPE OF HEALTH CARE PROFESSIONAL PRACTICE.....</b>	<b>23</b>
<b>Article 16 EMPLOYMENT OUTSIDE STATE GOVERNMENT .....</b>	<b>23</b>
<b>Article 17 PROBATIONARY STATUS.....</b>	<b>23</b>
<b>Article 18 LEAVE.....</b>	<b>24</b>
<b>Article 19 REPLACEMENT OF PERSONAL PROPERTY .....</b>	<b>24</b>
<b>Article 20 TRAINING AND EDUCATION.....</b>	<b>24</b>
SECTION 1 - Professional Education .....	24
SECTION 2 - Flexible Work Schedule .....	25
SECTION 3 - Supervisory Training .....	25
<b>Article 21 OUT OF TITLE WORK.....</b>	<b>25</b>

SECTION 1 - Eligibility .....	25
SECTION 2 - Method of Compensation.....	25
SECTION 3 - Return to Regular Rate .....	26
<b>Article 22 DISABILITY LEAVE .....</b>	<b>26</b>
SECTION 1 - Disability Leave With Pay .....	26
SECTION 2 - Alternate Duty .....	26
<b>Article 23 HOURS OF WORK/COMPENSATORY TIME .....</b>	<b>26</b>
SECTION 1 - Workweek/Compensatory Time.....	26
SECTION 2 - Rest Periods .....	27
SECTION 3 - Flextime .....	27
SECTION 4 - Work Schedule .....	28
SECTION 5 - Work During Emergency Conditions and Holidays .....	28
<b>Article 24 ON-CALL ASSIGNMENT .....</b>	<b>30</b>
SECTION 1 - Definition.....	30
SECTION 2 - Request for On-Call Pay .....	30
SECTION 3 - On-Call Assignment.....	30
SECTION 4 - On-Call Fee.....	30
SECTION 5 - Call Back.....	30
<b>Article 25 WAGES .....</b>	<b>31</b>
SECTION 1 - Retention and Critical Class Adjustment.....	31
SECTION 2 - Performance Bonuses .....	31
SECTION 3 - Pay Provisions .....	31
SECTION 4 - Cash Payout for Annual Leave.....	31

SECTION 5 - Savings Sharing Program.....	32
SECTION 6 - Fiscal year 2005-2006 General Wage Increase.....	32
SECTION 7 - Wage Increases and Payments Subject to the General Appropriations Act.....	32
<b>Article 26 DIFFERENTIAL PAY.....</b>	<b>33</b>
SECTION 1 - Shift Differential .....	33
<b>Article 27 INSURANCE BENEFITS.....</b>	<b>33</b>
<b>Article 28 TRAVEL EXPENSES .....</b>	<b>33</b>
<b>Article 29 DRUG-FREE WORKPLACE .....</b>	<b>33</b>
<b>Article 30 NO STRIKE .....</b>	<b>34</b>
SECTION 1 - No Strike Agreement.....	34
SECTION 2 - Penalty.....	34
<b>Article 31 PREVAILING RIGHTS .....</b>	<b>34</b>
<b>Article 32 MANAGEMENT RIGHTS .....</b>	<b>35</b>
<b>Article 33 ENTIRE AGREEMENT.....</b>	<b>35</b>
SECTION 1-Agreement/Reopeners .....	35
<b>Article 34 SAVINGS CLAUSE .....</b>	<b>36</b>
<b>Article 35 DURATION.....</b>	<b>36</b>
SECTION 1 - Term .....	36
SECTION 2 - Termination.....	36
SECTION 3 - Notices.....	36
SECTION 4 - Emergencies.....	37
<b>Signatures .....</b>	<b>38</b>

**Appendix A - Professional Health Care Unit Classes .....39**  
**Appendix B - Dues Check-Off Authorization Form .....42**  
**Appendix C – FY 2005-2006 Critical Class Adjustment.....43**

## **AGREEMENT**

This **AGREEMENT** is between the State of Florida, hereinafter referred to as the State, and the Florida Nurses Association, 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, 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., 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, except as specifically excluded in certain articles and sections of this Agreement.



## **SECTION 2 - Exclusions**

Specifically excluded are managerial employees and confidential employees as determined by the Florida Public Employees Relations Commission, temporary employees, emergency employees, substitute employees, and all persons paid from Other Personal Services (OPS) Funds as defined by section 216.011(1), Florida Statutes.

## **SECTION 3 - New Positions/Classes**

(A) When a new position is created in a classification/occupational level that is included in the bargaining Unit and the State believes that the position should be excluded from the Unit, the Association will be notified by being given advance notice in writing as to the State's application to PERC seeking the exclusion of the position from the Unit.

(B) When the State establishes a new classification/occupational level that would be included within the Unit, the Association will be given advance notice in writing as to the State's determination of the unit into which the new classification/occupational level will be assigned.

(C) When the State has decided that a revision of a class specification/occupational level 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 (7) calendar days of any comments it has 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 bargaining unit assignment of a class/occupational level such dispute shall not be subject to the grievance procedures of Article 6 of this Agreement.

## **Article 2 VACANT**

## **Article 3 DUES CHECKOFF**

## **SECTION 1 - Deductions**

(A) During the term of this Agreement, the State, by and through its respective agencies, agrees to deduct Association membership dues and uniform assessments, if any, in an amount established by the Association and certified in writing by an accredited officer of the Association to the State, from the pay of those employees in the bargaining Unit who individually make such request on a written

checkoff authorization form provided by the Association (Appendix B). Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the agency.

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

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

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

## **SECTION 2 - Remittance**

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Association, by the respective agencies on either a biweekly or monthly cycle along with a list containing names, social security numbers, agency, division, district, institution, and amount deducted of the employees for whom the remittance is made.

## **SECTION 3 - Insufficient Pay For Deduction**

In the event an employee's salary earnings within any pay period after deductions for withholding, Social Security, retirement, State Health Insurance, and other priority deductions are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Association to collect its dues and uniform assessments for that pay period directly from the employee.

## **SECTION 4 - Termination Of Deduction**

Deductions for Association dues and/or uniform assessments shall continue until either: 1) revoked by the employee by providing the State and the Association with thirty (30) days written notice that the employee is terminating the prior checkoff authorization, 2) revoked pursuant to section 447.507, Florida Statutes, 3) the termination of employment, or 4) the transfer, promotion, or demotion of the employee out of this bargaining Unit. If these deductions are not discontinued when any of the above situations occur, the Association shall, upon request of the employee, reimburse the employee for the deductions that were improperly withheld.

## **SECTION 5 – Indemnification**

The Association shall indemnify, defend and hold the State of Florida, its officers, officials, agents and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the State, its officials, agents, and employees in complying with this Article. The Association shall promptly refund to the State any funds received in accordance

with this Article, which are in excess of the amount of dues and/or uniform assessments which the State or its agencies have agreed to deduct.

### **SECTION 6 – Exceptions**

The State will not deduct any Association fines, penalties, or special assessments from the pay of any employee.

### **SECTION 7 – Dues Check off Authorization Form**

(A) The Dues Checkoff Authorization Form (Appendix B) supplied by the Association shall: (1) be in strict conformance with Appendix B; (2) be the only form used by bargaining Unit employees who wish to initiate dues deduction; and (3) shall contain all the information required by the Form prior to submission to the State.

(B) The State will not process Dues Check off Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or, (3) submitted to the State more than sixty (60) days following the date of the employee's signature.

## **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 discrimination or sexual harassment with the Step 1 management representative and/or their designee(s), up through the Step 2 management representative and/or their designee(s), to the Secretary of the Department of Management Services or designee(s).

(C) Any claim of 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) Claims of discrimination by the Association against the State, its officers or representatives, shall be reviewable under the provisions of Article 6 (Grievance Procedure) of this Agreement.

### **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 nonmembership 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 Unit employees.

## **Article 5 EMPLOYEE REPRESENTATION AND ASSOCIATION ACTIVITIES**

### **SECTION 1 - 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) Any employee who is designated as an Association Grievance Representative must be an employee in the bargaining Unit who has been designated by the Association to investigate grievances at the Oral Step and to represent grievants at the Oral Step and Step 1 meetings on grievances which 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, social security number, official class title, bargaining unit, 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 their 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 work unit. 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 2 - 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 Personnel Rules issued by the Secretary of the Department of Management Services will be sent to the Association.

## **SECTION 3 - Consultation**

(A) Upon request by the designated Association Staff Representative, the Secretary of the Department of Management Services and/or their designated representative shall meet and consult on a quarterly basis with three (3) 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 and/or their designated representative shall meet and consult with not more than four (4) Association representatives from the agency, not more than two (2) of which can be on State time, 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 working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working 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 which affects Unit employees; and no such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange 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 4 - Bulletin Boards**

(A) Where requested in writing, the State agrees to furnish in a permanent state-controlled facility to which any bargaining Unit 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 contract,
- (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 any of its officers or employees; nor shall any 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 5 - Employee Lists**

Upon request of the designated Association Staff Representative, the State will in accordance with chapter 119, Florida Statutes, provide the Association with a list giving the name, home address on file, classification title, occupational group and occupational level, gross salary, and initial hire date for each employee in this bargaining Unit. This list will be prepared on the basis of the latest information on file at the time the list is prepared and will be furnished to the Association after receipt by the State of the payment of the actual costs to the State incurred in the preparation of such list.

## **SECTION 6 - Class Specifications and Rules Provided**

The State will provide the Association with classification specifications and the Personnel Rules, which affect employees within the bargaining Unit subject to the prepayment by the Association of the charges as provided in chapter 119.07, Florida Statutes.

## **SECTION 7 - Negotiations**

(A) The Association agrees that all collective bargaining is to be conducted with State representatives designated for the purpose by the Governor, as chief executive officer. While negotiating meetings shall normally be held in Tallahassee, the State and the Association may mutually agree to meet elsewhere at a State facility or other location, which involves no rental cost to the State. There shall be no negotiation by the Association at any other level of State government.

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

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

## **SECTION 8 - Employee Assistance Programs**

The State and the Association encourage and support the creation of Employee Assistance Programs and utilization of such 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, 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.

(B) "Employee" shall mean an individual employee or a group of employees having the same grievance. In the case of a group of employees one employee shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to the Personnel Rules.

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

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

(B) An employee who decides to use this grievance procedure shall indicate at Step 1 (or initial written step if authorized by the provisions of this Article) whether or not the employee shall be represented by the Association. When an employee has elected Association representation, both the employee and the Association Representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Association representative, and any decision mutually agreed to by the State and the Association shall be binding on the employee. Where Association representation is authorized as provided in this Agreement and is requested by an employee, the employee's representative shall be selected from the list of Grievance Representatives or Association Staff Representatives which has been provided to the State in accordance with Article 5 of this Agreement.

(1) If an employee selects a Grievance Representative in a grievance which has been properly filed in accordance with this Article, the Grievance Representative may be allowed a reasonable amount of time off with pay to investigate the grievance at the Oral Step and to represent the grievant at any Oral Step and Step 1 meetings which are held during regular work hours. Such time off with pay shall be subject to prior approval by the Grievance Representative's immediate supervisor; however, approval of such time off will not be withheld, if the Grievance Representative can be allowed such time off without interfering with, or unduly hampering, the operations of the unit to which the Grievance Representative is assigned. The Grievance Representative's immediate supervisor will notify the grievant's supervisor prior to allowing the 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 Grievance Representative in the same work unit or the closest work location to the grievant's work location shall be selected to represent the employee. In no case shall a Grievance Representative be allowed to travel more than twenty-five (25) miles from their official work location in order to investigate a grievance. The Association will make a reasonable effort to ensure that it trains a sufficient number of Grievance Representatives in order to minimize any such travel.

(4) A Grievance Representative who is 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 Oral Step and Step 1 grievance meetings. Upon mutual agreement by the agency and the Association, the employee or designated spokesperson may not be required to attend the meeting.

(C) If the employee is not represented by the Association, any 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 any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement. The Association shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the Association.

### **SECTION 3 - Procedures**

(A) Employee 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.

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

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

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

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

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

(1) Oral Discussion

(a) An employee having a grievance may, within fourteen (14) days following the occurrence of the event giving rise to the grievance, present the grievance orally to their immediate supervisor who has the authority to adjust the grievance, for informal discussion, and that supervisor shall make every effort to resolve the grievance promptly.

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

(c) If the employee elects not to utilize the oral discussion provisions of this Section, the employee may file a formal grievance at Step 1, provided such written grievance is filed within fourteen (14) days following the occurrence of the event giving rise to the grievance.

(2) Step 1

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

(b) The Step 1 management representative or their designated representative shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and to the employee's representative, if any, within fourteen (14) days following the date of the meeting.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee or the employee's representative may submit it in writing to the agency head or their designated representative within fourteen (14) days after receipt of the decision at Step 1.

(b) The agency head or their designated representative may have a meeting with the employee and/or the designated Association Staff Representative to discuss the grievance. The agency head or their designated representative shall communicate a decision in writing to the employee and to the Association within twenty-one (21) days following receipt of the written grievance.

(4) Step 3

(a) If the grievance is not resolved at Step 2, the employee or the designated Association representative may submit the grievance in writing to the Secretary of the Department of Management Services or designee of the Department of Management Services within fourteen (14) days after 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.

(b) The Secretary of the Department of Management Services or their designated representative may have a meeting with the Association Staff Representative or their designated representative to discuss the grievance. The Secretary of the Department of Management Services or their designated representative shall communicate a decision in writing to the employee and the Association Staff Representative within twenty-one (21) days following receipt of the written grievance.

(4) Step 4- Arbitration

(a) If the grievance is not resolved at Step 3, the Association Representative may appeal the grievance to arbitration on a Request for Arbitration form (to be supplied by the State) within fourteen (14) days after receipt of the decision at Step 3. If, at the initial step, the Association refused to represent the employee because the employee was not a dues-paying member of the Association, the employee may appeal the grievance to arbitration.

(b) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator.

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

(d) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities.

(e) 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, such decision shall be final and binding on the State, the Association, the grievant(s), and the employees in the bargaining Unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

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

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

3. The arbitrator shall have no authority to determine any other issue, 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 their decision strictly to the application and interpretation of the specific provisions of this Agreement.

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

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

a. No award for back pay shall exceed the amount of

pay the employee would otherwise have earned at their regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance.

b. The award shall not exceed the actual loss to the grievant and will not include punitive damages, and will be reduced by the amount of wages earned from other sources and/or unemployment compensation received by the employee during the period of time affected by the award.

(f) The reasonable fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses; however, the State shall provide for one witness to participate in the arbitration hearing on behalf of the grievant with no loss of pay or benefits.

(g) 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 employee, 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 a mutual 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, appeal, 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 as set forth in Step 1 within

fourteen (14) days following the occurrence giving rise to the grievance.

(2) The Association shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name concerning disputes relating to the interpretation or application of this Agreement. Such 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. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth therein, within fourteen (14) days of the occurrence of the event, giving rise to the grievance.

## **Article 7 DISCIPLINARY ACTION**

(A) An employee who has permanent status in a Career Service System classification/occupational level may be disciplined only for just cause pursuant to Section 110.227, Florida Statutes.

(1) An oral reprimand will be considered invalid if the employee is not disciplined for the same offense during the succeeding twelve months.

(2) A written reprimand will not be considered in determining progressive discipline provided the employee is not disciplined for the same offense during the succeeding twenty-four months, and the written reprimand was not for a major offense, which could have resulted in the employee's dismissal.

(B) Demotions, reductions in base pay, suspensions and dismissals of an employee who has permanent status in a classification/occupational level shall be subject to the grievance procedure in Article 6. Demotion, reduction in base pay, suspension and dismissal of an employee, who has permanent status in a classification/occupational level, shall be appealed directly from Step 2 to arbitration. However, any reduction in base pay that is required by the Personnel Rules shall not be grievable. Written reprimands shall be subject to the grievance procedure in Article 6 but only through Step 2.

(C) An employee who has not attained permanent status in a Career Service System classification/occupational level shall not have access to the grievance procedure in Article 6 when disciplined.

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

(E) The State will make a good faith effort to initiate disciplinary actions within sixty (60) days from the date of actual knowledge of 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 one hundred and twenty (120) days of the event, giving rise to the disciplinary action.

(F) 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.

(G) Except in extraordinary situations, a permanent Career Service employee with permanent status in a class/occupational level shall be given notice of proposed suspension or dismissal in accordance with Section 60L-36, Florida Administrative Code and Section 110.227(5)(a), Florida Statutes. 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 section 60L-36, Florida Administrative Code, and Section 110.227(5)(a), Florida Statutes.

(H) 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 a unit employee when the medical or professional competence of the employee is questioned.

## **Article 8 WORK FORCE REDUCTION**

### **SECTION 1 - Layoffs**

(A) When Unit employees are to be laid off, the State shall implement such layoff in accordance with the provisions of Section 110.227(3)(a) and (b), Florida Statutes, 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 occupational level within the Professional Health Care bargaining unit.

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

(4) No employee who has satisfactorily completed at least a one-year probationary period for their position in the affected occupational level shall be laid off while an employee is serving in that level that has not satisfactorily completed at least a one-year probationary period unless the permanent employee does not elect to exercise his retention rights or does not meet the selected competition criteria.

(5) All employees who have satisfactorily completed at least a one-year probationary period 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 veteran's preference pursuant to Section 295.07(1)(a) or (b), Florida Statutes, shall have ten percent added to their total retention points, and those eligible pursuant to Section 295.07(1)(c) or (d) shall have five percent added.

(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 occupational 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 occupational level.

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

(c) The employee who is entitled to veteran's preference pursuant to Section 295.07(1), Florida Statutes.

(10) An employee who has Career Service status and who is to be laid off shall be given at least 14 calendar days notice of such layoff in lieu thereof, two weeks pay for a combination of days notice or pay, in lieu of the full fourteen calendar days notice, to be paid 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 a demotion 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 an occupational level at or below the current level in the bargaining unit, in which the employee held permanent status. Such request must be in writing and reassignment or demotion cannot be effected to a higher occupational level.

(11) An employee's request for demotion 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 who is adversely affected as a result of another employee having a greater number of retention points shall have the same right of reassignment or demotion under the same procedures provided in this section.

(13) If an employee requests a demotion 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 in this Unit is to be performed by non-State employees, the State agrees to encourage the employing entity to consider any adversely affected Unit employees for employment in its organization if the State has been unable to place the employees in other positions within the Career Service System.

## **SECTION 2 - Reemployment**

Laid off employees shall be reemployed in the following manner:

(A) For one year following lay-off, when a position is to be filled, or a new position is established in the same agency and in the same occupational level within the affected competitive area, the laid off employees with the highest number of retention points shall be offered reemployment and subsequent offers shall be made in the order of the employee's total retention points. Reemployment of such employees shall be with permanent status. An employee who refuses such offer of employment shall forfeit any rights to subsequent placement offers as provided in this subsection.

(B) An employee who accepts a voluntary demotion in lieu of layoff and is subsequently promoted to a position in the same occupational level in the same agency from which the employee was demoted in lieu of layoff, shall be promoted with permanent status.

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

## **SECTION 3 - Job Security**

The State shall make a reasonable effort to notify the Association at least thirty (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.

### **Article 9**

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

Employees who have attained permanent status in the Career Service shall have the opportunity to request and be selected for vacant positions in their current class/occupational level in accordance with the provisions of this Article.



## **SECTION 1 - Definitions**

As used in this Article:

(A) "Change in duty station" shall mean the moving of an employee to a duty station located within fifty (50) miles of their current duty station.

(B) "Duty station" shall mean the place which is designated as an employee's official headquarters.

(C) "Occupational Level" shall mean the same level within the employee's current occupation within the State classification system.

(D) "Reassignment" shall mean the moving of an employee from a position in one class/occupational level to a different position in the same class/occupational level having the same essential knowledge, skills & abilities, regardless of the location of the position.

(E) "Transfer" shall mean the moving of an employee from one geographic area of the State to a different geographic location which is in excess of fifty (50) miles from the employee's current duty station.

## **SECTION 2 - Procedures**

(A) An employee who has attained permanent status in the Career Service System may apply for a reassignment on a Request for Reassignment Form (supplied by the Agency). Such Requests shall indicate the class(es)/occupational level(s), county(ies), institution(s) and/or other work location(s) or shift(s) to which the employee would like to be reassigned.

(B) An employee may submit a Request for Reassignment Form at any time; however, all such Requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request for Reassignment Forms shall be submitted to the agency head or their designee who shall be responsible for furnishing a copy of each such 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 reassignment. 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 vacancy is filled by demotion, the manager or supervisor having hiring authority for that vacancy shall give first consideration to those employees who have submitted a Request for Reassignment Form; provided, however, that employees whose Request for Reassignment 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 permanent vacancy with the employee who has the greatest length of service in the class/occupational level and who has a Request for Reassignment Form on file for the vacancy. The parties 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 or not the employee with the greatest length of service in the class/occupational level will be placed in the vacant position.

(F) If the employee with the greatest length of service in the class/occupational level is not selected for the vacant position, all employees who have greater length of service in the class/occupational 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 reassigned pursuant to a Request filed under this Article, all other pending Requests shall be cancelled. No other Request may be filed under this Article for a period of 12 months following the employee's reassignment. If an employee declines an offer of reassignment 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 twelve (12) months.

### **SECTION 3 - Involuntary Reassignment, 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, 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 fourteen (14) calendar days notice prior to the agency effecting any reassignment or transfer of the employee. In the case of a transfer, the agency will make a good faith effort to give a minimum of thirty (30) calendar days notice.

(B) Nothing contained in this Agreement shall be construed to prevent the State from making reassignments, 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 Career Service System and should be based on the relative merit and fitness of applicants.

Toward the goal of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article, along with all provisions of the Personnel Rules, will be followed when making such appointments. Further, the parties will make a good faith effort to develop and implement standard agency criteria for selecting employees for promotional opportunities within a professional class series/occupational group.

## **SECTION 1 - Definitions**

As used in this Article:

(A) "Occupational Level" shall mean the same level within the employee's current occupation within the State classification system.

(B) "Promotion" shall mean the moving of an employee from a position in one class/occupational level to a different class/occupational level having a higher maximum salary.

(C) "Demotion" shall mean the moving of an employee from a position in one class/occupational level to a different class/occupational level having a lower maximum salary.

## **SECTION 2 - Procedures**

(A) An employee who has attained permanent status in the class/occupational level may apply for a promotion by submitting a Request for Promotion Form, furnished by the State, to the agency in which the promotional position is located. Such requests shall indicate the class(es)/occupational level(s) and the county(ies) to which the employee would like to be promoted. A State of Florida Employment Application Form must be completed and sent with the employee's request for promotional consideration, and the employee's eligibility shall be determined by use of this completed application. Each applicant will be notified of their eligibility or ineligibility for the class(es)/occupational group and occupational level applied for.

(B) An employee may submit a request for promotional consideration at any time; however, all such requests shall expire on May 31 of each calendar year.

## **SECTION 3 - Method of Filling Vacancies**

(A) Except where a vacancy is filled by demotion or by reassignment as defined in Article 9 of this Agreement, those employees who have applied for promotion in accordance with Section 2 shall be given first consideration for promotional vacancies. 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 applies in accordance with Section 2 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 for Promotion may be filed by that employee under this Article for a period of twelve (12) months following the employee's promotion.

## **Article 11 CLASSIFICATION MATTERS**

### **SECTION 1 - Duties**

(A) When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the specification/occupational profile for the class/occupational level to which the position is allocated, the employee may request that the Step 1 management representative or their designee review the duties assigned to the employee's position. The employee will receive a copy of the decision within sixty (60) calendar days.

(B) If the employee is not satisfied with the Step 1 management representative's decision, the employee, with or without representation, may request review by the agency head or their designee. The employee will receive a copy of the decision within sixty (60) calendar days.

(C) If the employee is not satisfied with the agency head's decision, the employee, with or without representation, may request the decision be reviewed by the Secretary of Management Services or their designee. The employee will forward, along with a request for review, copies of the responses received by the employee in (A) and (B) above, as well as any other information the employee may have relative to the matter. The employee will receive a copy of the decision of the Secretary of Management Services or their designee within sixty (60) calendar days and such decision shall be final and binding on all parties.

### **SECTION 2 – Broadbanding**

The Union recognizes the right of the States 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 in the central personnel office of the employing agency, unless a different location is approved by the Secretary of the Department of Management

Services or designee, which may be a contractor. If an agency establishes an additional file, the employee shall have access to that file.

(B) If any derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee will have the right to answer any such material filed, and their answer will be attached to the file copy.

(C) An employee will have the right to review their own official personnel file at reasonable times under the supervision of the designated records custodian.

### **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, such condition shall be reported immediately 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 which arise under this Article shall be grievable, but only to Step 3 of the grievance procedure of Article 6 herein.

### **Article 14 REVIEW AND PERFORMANCE PLANNING**

#### **SECTION 1 - Performance Reviews**

(A) The performance of permanent status bargaining Unit employees shall be reviewed in accordance with section 110.224, Florida Statutes.

(B) All performance reviews shall be made by the employee's immediate supervisor who shall be held accountable for assessing the employee's performance without direction or control by higher management; however, the agency head may determine that another employee would be more appropriate to be designated as the supervisor for review purposes. Such designation shall be made in writing.

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

#### **SECTION 2 - Grievability**

(A) Any employee who has attained permanent status in the current class/occupational level who receives a performance review with an overall rating of below expectations may appeal the performance review within fourteen (14) days from the date the employee receives the performance review 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**

Professional Health Care employees may appeal through Step 2 of the grievance procedure the assignment of duties, which the employee alleges jeopardizes the employee's professional license.

**Article 16**  
**EMPLOYMENT OUTSIDE STATE GOVERNMENT**

Any bargaining Unit employee who wishes to perform other employment outside of State government shall secure the required approval in advance in accordance with the Personnel Rules and applicable law. It is understood that permission shall not be unreasonably withheld as long as such outside employment does not conflict with the employee's State employment nor with the employing agency's procedures limiting such outside employment.

**Article 17**  
**PROBATIONARY STATUS**

(A) When an employee serving in a class/occupational level with probationary status is promoted to the next higher class within the same agency in the same series/occupational level, continuous satisfactory service in the higher class/occupational level shall be counted toward completion of the required probationary period for the class/occupational level from which the employee was promoted. This provision is subject to change in furtherance of Article 11, Section 2, without waiver of any right under Chapter 447, Part II.

(B) An employee who has obtained permanent status in a classification or occupational level who fails, due to performance, to satisfactorily complete the probationary period in the promotional classification or occupational level shall be demoted to the former classification or occupational level previously held by the employee in an available vacant position in the employing agency or may, at the discretion of the agency in which the employee was previously employed when the employee successfully completed probation, be demoted to an available vacant position.

(1) Such a demotion shall be with permanent status, provide the employee held permanent status in the lower class/occupational level.

(2) The employee's salary will be reduced in accordance with the agency's pay upon demotion policy.

(3) Such demotion shall not be grievable under the contractual grievance procedure.

**Article 18  
LEAVE**

Employees may be granted leave as provided in Chapter 60L-34, Florida Administrative Code.

**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 such other items of personal property as have been given prior approval by the agency and the Secretary of Management Services or their 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 such property was damaged or destroyed. The State shall authorize reimbursement for repair or replacement of such 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 their designee, shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.
- (4) Total allowable per incident - \$500

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

**Article 20  
TRAINING AND EDUCATION**

**SECTION 1 - Professional Education**

(A) The State will make a good faith effort to allow Professional Health Care Unit 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) Such training/education shall be considered as time worked and may be granted if: The employee applies in advance in writing specifying the course and their objective related to their position; the employee obtains permission of his/her department head, and such 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 by the official class specification/occupational 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 such continuing education requirements. The scheduling of such leave is subject to the approval of the agency.

(C) In the event the 2005 Legislature authorizes through law a provision for tuition-free university and community college courses the State agrees to administer such provision in accordance with the General Appropriations Act and applicable statute.

## **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 their 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, Florida Statutes

# **Article 21 OUT OF TITLE WORK**

## **SECTION 1 - Eligibility**

Each time an employee is officially designated by the appropriate supervisor to act in a position in a higher classification/occupational level than the employee's permanent classification/occupational level, and actually performs said duties for a period of time more than twenty-two (22) workdays within any six (6) consecutive months, the employee shall be eligible to receive a temporary special duty additive in accordance with the Personnel Rules of the Career Service System.

## **SECTION 2 - Method of Compensation**

It is understood by the parties that, insofar as pay is concerned, employees temporarily filling a position in a higher classification/occupational level shall be paid according to the same compensation method as permanent promotees under the Rule cited above.



### **SECTION 3 - Return to Regular Rate**

Employees being paid at a higher rate while temporarily filling a position in a higher classification/occupational level will be returned to their regular rate of pay when the period of temporary employment in the higher class/occupational level is ended.

## **Article 22 DISABILITY LEAVE**

### **SECTION 1 - Disability Leave With Pay**

An employee who is eligible for disability leave with pay under the provisions of Chapter 60L-34, Florida Administrative Code, shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full pay status under Chapter 60L-34. The Agency Head or their designee shall not unreasonably refuse to submit a request to carry an employee in full pay status under the provisions of Chapter 60L-34.

(A) Except as provided in subsection (B) below, no employee shall be carried in full pay status until the employee has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave or leave without pay.

(B) Where the employee has not had continuous State service necessary to accumulate 100 hours of sick leave credits, that employee would be eligible upon having exhausted the leave the employee had accumulated, providing the injury results from an act of violence inflicted by another person while engaged in health care duties or an assault under riot conditions.

### **SECTION 2 - Alternate Duty**

(A) Where an employee is eligible for disability leave with pay under the Personnel Rules as a result of an injury in the line of duty, and is temporarily unable to perform their 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.

## **Article 23 HOURS OF WORK/COMPENSATORY TIME**

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

(A) The workweek for each full-time employee shall be forty (40) hours.

(B) Work beyond the normal workweek shall be recognized in accordance with Chapter 60L-34, Florida Administrative Code. Special compensatory time may be accumulated up to a maximum of 240 hours.

(C) Excluded employees who are required to work in excess of the hours of the regular work period or an approved extended work period will earn regular compensatory leave credits on an hour-for-hour basis. Such overtime shall be rounded to the nearest quarter hour based on the actual time the employee was required to work. If an employee filling an excluded position has less than 80 hours of regular compensatory leave credits, the State will not alter the employee's normal work schedule solely for the purpose of avoiding the earning of regular compensatory leave credits.

(D) The Association agrees to support those changes in chapter 60L-34, Florida Administrative Code, 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 at the end of the workweek or approved extended period if mutually agreed by the employee and supervisor, waive payment for overtime and have the overtime hours credited to "FLSA special compensatory leave." If such approved election is made, the overtime hours will be credited as "FLSA special compensatory leave" credits at the rate of one and one-half hours for each hour of overtime worked. An employee only will be permitted to accumulate a maximum of 80 hours of "FLSA special compensatory leave" credits which may be taken in any increments if mutually agreed to by the employee and the supervisor. If mutual agreement is not reached the supervisor may, with a minimum of five (5) workdays notice, require the employee to use such leave credits at any time in increments of full work days. However, all unused "FLSA special 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 straight time regular hourly rate in accordance with Chapter 60L-34, Florida Administrative Code 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 special compensatory leave" in accordance with the above.

## **SECTION 2 - Rest Periods**

Whenever practicable, bargaining Unit employees' daily work schedules will provide for a fifteen (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 chapter 60L-34, Florida Administrative Code.

#### **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 ten (10) calendar days in advance and will reflect at least a one (1) 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.

(B) (1) The State will make a good faith effort to equalize required shift rotation and weekend work among employees covered by this Agreement 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 (2) weekends off per month.

#### **Section 5 – Work During Emergency Conditions and Holidays**

When, pursuant to the Personnel Rules, an employee is determined to be necessary for providing essential services in those facilities which have been closed under Executive Order for emergency conditions or; is required to work on an observed holiday; or, is required to work extra hours during a holiday workweek or pay period, the employee shall be compensated as described below. Compensation and any leave usage or credit shall be determined at the end of the 40-hour workweek for included employees and pay period for excluded employees on an hour-for-hour basis.

(A) Work during declared emergency conditions by Executive Order:

(1) An employee providing essential services shall be credited with hours of work and, in addition, receive disaster compensation on an hour-for-hour basis for the number of hours worked for the period the facility is closed.

(2) When an employee is determined to not be necessary for providing essential services in those facilities which have been closed under Executive Order, the employee shall be eligible for administrative leave up to an amount equal to the employee's scheduled work hours for the period the facility is closed.

(3) At the end of the workweek or pay period, as appropriate, employees shall be compensated in the following order:

(a) Employees shall be credited with time actually worked. If the hours worked exceed the normal pay for the workweek or pay period, employees will be compensated for all overtime earned;

(b) If the hours actually worked are still below the normal pay for the

workweek/pay period, leave shall be used to bring the employee to the normal rate of pay in the following order:

1. Any annual leave, sick leave, or regular compensatory leave that had been approved;

2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.

(c) In addition to the above, the employee providing essential services shall receive disaster compensation to be paid at the employee's current regular hourly rate of pay for each hour worked while the facility is closed by order of the Governor, regardless of whether overtime was earned or leave used during the workweek or pay period.

(B) Work in all other circumstances where facilities are closed; work on an observed holiday; or extra hours worked during a holiday workweek or pay period:

- (1) An employee required to work when the facility has been closed under the direction of the Department of Management Services or the agency head due to any other condition not covered by an Executive Order, would be eligible for special compensatory leave on an hour-for-hour basis for the number of hours worked each day that the facility is closed,

- (2) An employee required to work on a holiday shall be eligible for special compensatory leave equal to the time worked on the holiday, not to exceed the number of hours in the employee's established workday. However, if the holiday falls on an established workday of less than 8 hours, the employee will be eligible for an 8-hour holiday.

- (3) An employee required to work extra hours during a holiday workweek or pay period shall be eligible for special compensatory leave equal to the number of extra hours worked.

- (4) At the end of the workweek or pay period, as appropriate, the employee shall be compensated in the following order:

- (a) The employee shall first be credited with time actually worked;

- (b) Eligible special compensatory hours during the workweek/pay period will be added to the hours of actual work to bring the hours worked up to the normal hours for the workweek/pay period. Any remaining eligible special compensatory leave hours shall be converted to special compensatory leave credits;

- (c) If the employee is still below the normal pay for the workweek/pay period leave shall be used to bring the employee to the normal rate of pay in the following order:

1. Any annual leave, sick leave, or regular compensatory leave that had been approved;

2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.

(C) Administrative leave shall not count as hours worked for overtime purposes.

(D) The representatives of the Association shall have the opportunity to consult with each agency employing unit members on the Agency's Emergency Comprehensive Plan with regard to compensation and overtime pay during declared emergencies. Benefits provided for in an agency's Emergency Comprehensive Plan as a result of the consultation may differ from the terms of this section.

## **Article 24 ON-CALL ASSIGNMENT**

### **SECTION 1 - Definition**

"On-call" assignment shall be defined as when the employee has been instructed by the appropriate management to remain available for work during an off duty period; the employee must leave work where they may be reached by telephone or electronic signaling device; and, the employee is available to return to the work location on short notice to perform assigned duties.

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

Agencies may approve positions to be placed on-call according to the requirements of chapter 60L-32.0032, Florida Administrative Code.

### **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 such employee is required to be on-call. If an on-call period is less than one (1) 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, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee's class or at the rate specified in the above paragraph, whichever is greater for the period such employee is required to be available.

### **SECTION 5 - Call Back**

An employee called back to work beyond the employee's scheduled hours of work for that day 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 Personnel Rules.

## **Article 25 WAGES**

### **SECTION 1 – Retention and Critical Class Adjustment**

In accordance with funding in the 2005-2006 General Appropriations Act, the State agrees to implement the following pay increases for Fiscal Year 2005-2006:

(A) To encourage the recruitment and retention of employees in the critical classes of Registered Nurse, Senior Registered Nurse, Senior Registered Nurse F/C, Registered Nurse Specialist, Registered Nurse Specialist F/C, Community Health Nurse, Senior Community health Nurse, Dietician, Nutrition Educator, and Public Health Nutritionist, each full time equivalent position in the bargaining unit shall receive a critical class adjustment as reflected at the Appendix C to this Agreement. The adjustment will be recurring and effective August 1, 2005. To qualify for the critical class adjustment, the employee must be employed in the critical class on July 1, 2005 and continuing through the implementation date.

(B) Bargaining unit members who do not receive a critical class adjustment of at least 3.5% will be adjusted by a recurring retention adjustment of 3.5%, or the amount necessary to bring their increase to at least 3.5% on August 1, 2005. The retention adjustment will be effective August 1, 2005. To qualify, the employee must have been in the bargaining unit position since at least July 1, 2005.

### **SECTION 2 – Performance Bonuses**

The Governor recommends funds to be appropriated for employee performance bonuses to be administered as non-recurring lump-sum payments. Any bonus under this section will be given in accordance with the agency bonus plan.

### **SECTION 3 – Pay Provisions**

Increases to base rate of pay and salary additives shall be in accordance with the provisions of Chapter 60L-32, Florida Administrative Code.

### **SECTION 4 – Cash Payout of Annual Leave**

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

## **SECTION 5 – Savings Sharing Program**

(A) In accordance with section 110.1245(1), Florida Statutes, individual employees or teams of employees may be eligible for “profit-sharing” for ideas or programs that result in a budget savings to the state.

(B) Agency heads may recommend to the Legislative Budget Commission employees who generated cost savings to share in a portion of these savings.

## **SECTION 6 – Fiscal Year 2005-2006 General Wage Increases**

Subject to funding in the 2005-2006 General Appropriations Act, the State agrees to implement the following pay additional increases for fiscal year 2005-2006, which may supplement the increases in Section 1 of this Article.

(A) Effective August 1, 2005, each full time employee shall receive a pay adjustment of 3.6 percent to the employee’s July 31, 2005 base rate of pay exclusive of any salary additives and with the following conditions:

1. The 3.6 percent pay adjustment shall be subject to the conditions reflected in the Governor’s legislative budget recommendations including any maximum or minimum adjustment.

2. When an employee’s July 31, 2005 base rate of pay is equal to or greater than the maximum of the employee’s broadband level, the employee will be granted instead a one-time lump sum payment equal to 3.6 percent of their July 31, 2005 annual base rate of pay or the amount required to bring their base rate of pay to the maximum of the employee’s broadband level with the remainder provided in a one-time lump sum basis.

(B) Eligible employees are those who are, at a minimum, meeting their required performance standards. If an ineligible employee achieves required performance standards subsequent to the wage increase effective date, but on or before the end of the fiscal year, the employee shall receive an increase; however, such increase shall be effective on the date the employee becomes eligible, not retroactively.

(C) Eligible part time employees shall receive the applicable salary increase payment effective August 1, 2005, except the increase will be prorated based on the full time equivalency of the employee’s position.

## **SECTION 7 – Wage Increases & Payments Subject to General Appropriations Act**

In the event the 2005 Legislature provides a different or additional funding for the above-specified wage increases and payments, the State and the Association agree

that such increases and payments shall be administered in accordance with the provisions of the FY 2005-2006 General Appropriations Act, and any other relevant statutes. The State and the Association agree to meet and negotiate with regard to the administration of any different level of appropriation.

**Article 26**  
**DIFFERENTIAL PAY**

**SECTION 1 - Shift Differential**

(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 their 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.

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

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with the General Appropriations Act and, if provided, the Summary Statement of Intent.

**Article 28**  
**TRAVEL EXPENSES**

With the prior approval of the agency head, travel expenses of employees incurred in the performance of a public purpose authorized by law will be paid in accordance with section 112.061, Florida Statutes. The State will make a good faith effort to pay travel vouchers within thirty (30) days after they have been properly submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

**Article 29**  
**DRUG-FREE WORKPLACE**

(A) The State and the Association support the concept of a drug-free workplace and a drug-free society. Toward this goal, the State and the Association agree to drug testing of bargaining Unit employees in accordance with section 112.0455, Florida Statutes, 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, Florida Statutes. 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 within the bargaining unit are denoted by an asterisk in Appendix A.

(C) An employee shall have the right to grieve any disciplinary action taken under section 112.0455, Florida Statutes, 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.

## **Article 30 NO STRIKE**

### **SECTION 1 - No Strike Agreement**

Neither the Association nor any of its officers or agents, nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any prohibited activities as defined in section 447.203(6), Florida Statutes.

### **SECTION 2 - Penalty**

Any or all 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 any such disciplinary action by the State shall not be subject to the grievance procedure established herein.

## **Article 31 PREVAILING RIGHTS**

All pay and benefits provisions published in the Personnel Rules which cover employees in this bargaining unit and which are not specifically provided for or modified

by this Agreement shall continue in effect during the term of this Agreement. Any claim by an employee concerning the application of such provisions shall not be subject to the grievance procedure of this Agreement, but shall be subject to the method of review prescribed by the Personnel Rules, or other appropriate administrative or judicial remedy.

## **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**

### **SECTION 1 - Agreement/Reopeners**

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

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The State and the Association agree that any two (2) articles within this Agreement that either party desires to reopen shall be subject to negotiations for Fiscal Year 2006-2007 and Fiscal Year 2007-2008.

(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.

**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), Florida Statutes; 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 be effective as of the first day of July 2005, and shall remain in full force and effect through the 30th day of June 2008.

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

**SECTION 2 - 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 ten (10) days prior to the desired termination date.

**SECTION 3 - Notices**

(A) Notices hereunder shall be given by registered or certified mail:

(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 Department of Management Services, Office of the General Counsel, 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**

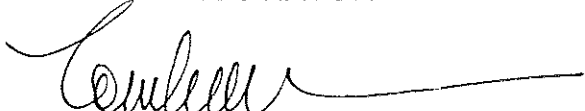
If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary 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 bargaining Unit employees permanently or temporarily assigned to such areas.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT to be effective July 1, 2005.

**RECOMMENDED FOR THE STATE OF FLORIDA**

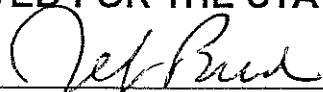


\_\_\_\_\_  
MICHAEL MATTIMORE  
CHIEF NEGOTIATOR



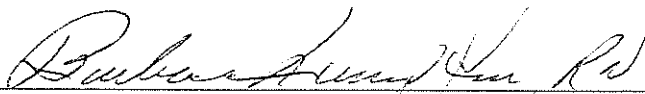
\_\_\_\_\_  
TOM LEWIS, Jr.  
SECRETARY OF MANAGEMENT SERVICES

**APPROVED FOR THE STATE OF FLORIDA**



\_\_\_\_\_  
JEB BUSH  
GOVERNOR

**RECOMMENDED FOR THE FLORIDA NURSES ASSOCIATION**



\_\_\_\_\_  
BARBARA LUMPKIN, R.N.  
NEGOTIATOR

**APPROVED FOR THE FLORIDA NURSES ASSOCIATION**



\_\_\_\_\_  
MIKE NILSSON, R.N.  
PRESIDENT, Professional Health Care Unit

APPENDIX A

PROFESSIONAL HEALTH CARE UNIT

Class Title	Class Code	Overtime Designation
Advanced Certified Nurse Midwife	5323	Included
Advanced Registered Nurse Practitioner	*5297	Included
Advanced Registered Nurse Practitioner - F/C	*5300	Included
Advanced Registered Nurse Practitioner Specialist	5304	Included
Advanced Registered Nurse Practitioner Specialist - F/C	5305	Included
Clinical Associate	*5298	Included
Clinical Associate - F/C	*5299	Included
Community Health Nurse	*5324	Included
Community Health Nursing Consultant	5351	Excluded
Community Health Nursing Supervisor	*5327	Excluded
Dentist	*5266	Excluded
Dentist Not Licensed in Florida	*5263	Excluded
Dietitian	5203	Excluded
Dietitian - F/C	5204	Excluded
Dietitian Supervisor	5205	Excluded
Drug Inspector	*8837	Excluded
Drug Inspector Supervisor	*8838	Excluded
Nursing Consultant - SBN	5358	Excluded
Nursing Education Director - SBN	5360	Excluded
Nursing Program Specialist	*5303	Excluded
Nutrition Educator	5212	Excluded
Occupational Therapist	5395	Included
Pharmacist	*5245	Excluded
Pharmacist - F/C	*5246	Excluded
Physical Therapist	5401	Included
Psychological Specialist	*5230	Excluded
Psychological Specialist - F/C	5231	Excluded
Psychologist	*5233	Excluded
Psychologist - F/C	5234	Excluded
Public Health Nutrition Consultant	5224	Excluded
Public Health Nutritionist	5213	Excluded
Public Health Nutritionist Supervisor	5220	Excluded
Quality Management Program Supervisor - DC	5314	Excluded
Regional Mental Health Consultant - DC	5240	Excluded

Registered Nurse	*5290	Included
Registered Nurse - F/C	*5291	Included
Registered Nurse Specialist	*5294	Included
Registered Nurse Specialist - F/C	*5295	Included
Registered Nurse Supervisor	*5306	Excluded
Registered Nurse Supervisor - F/C	*5307	Excluded
Registered Nursing Consultant	*5312	Excluded
Registered Nursing Consultant - F/C	*5313	Excluded
Senior Community Health Nurse	*5325	Included
Senior Community Health Nursing Supervisor	*5328	Excluded
Senior Dentist	*5269	Excluded
Senior Pharmacist	*5248	Excluded
Senior Pharmacist - F/C	*5249	Excluded
Senior Psychologist	5237	Excluded
Senior Psychologist - F/C	5238	Excluded
Senior Public Health Nutritionist	5218	Excluded
Senior Public Health Nutritionist Supervisor	5221	Excluded
Senior Registered Nurse	*5292	Included
Senior Registered Nurse - F/C	*5293	Included
Senior Registered Nurse Supervisor	*5308	Excluded
Senior Registered Nurse Supervisor - F/C	*5309	Excluded
Senior Workers' Compensation Rehabilitation Nurse	5363	Included
Speech & Hearing Therapist	5406	Excluded
Workers' Compensation Rehabilitation Nurse	5362	Included
Workers' Compensation Rehabilitation Nurse Supervisor	5364	Excluded

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

Notwithstanding the overtime designation for the classes listed above, 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 (2001), 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 (2001), 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; substitute employees; and persons paid from Other Personal Services (OPS) funds as defined by section 216.011(1)(x), Florida Statutes (2001).



APPENDIX B

FLORIDA NURSES ASSOCIATION
P.O. BOX 536985, ORLANDO, FL 32853-6985
(407) 896-3261
STATE OF FLORIDA
FNA DUES CHECKOFF AUTHORIZATION
FLORIDA NURSES ASSOCIATION

I, \_\_\_\_\_, an employee of the
(Full Name - Print) (Social Security Number)
(Agency) (Division)

direct the State of Florida, by and through my employing agency, to deduct from my regular bi-weekly or monthly salary the membership dues and uniform assessments, if any, as established from time to time by the employee organization certified to represent the bargaining unit indicated below.

The State is directed to begin the deduction that is appropriate for the option selected below with the first pay period following the date this authorization form is received by my employing agency and to continue said deduction until: 1) revoked by me at any time upon 30 days written notice to my employing agency; 2) my transfer, promotion or demotion out of this bargaining unit; 3) the termination of my employment; or 4) revoked pursuant to Section 447.507, Florida Statutes. The deductions made pursuant to this authorization shall be transmitted to the employee organization to represent this Unit.

PROFESSIONAL HEALTH CARE UNIT A B C D
PAYROLL DEDUCTION CODE 685 OPTION: [ ] [ ] [ ] [ ] (Check one only)

MY SIGNATURE HEREON IS AUTHORIZATION FOR THE STATE OF FLORIDA TO RELEASE MY SOCIAL SECURITY NUMBER TO THE FNA IN REPORTING DUES DEDUCTIONS.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Classification and Title: \_\_\_\_\_ Professional License #: \_\_\_\_\_

Work Location: \_\_\_\_\_
District / Region Institution Address Zip

Home Address: \_\_\_\_\_
Street or P.O. Box City State FL

Telephone Number: \_\_\_\_\_
(Home) (Work)

AREA OF CLINICAL PRACTICE OR INTEREST (Indicate 2 by checking box)

- [ ] Public Health [ ] Public Policy
[ ] Gerontological [ ] Child Health
[ ] Psychiatric/Mental Health [ ] ARNP

ORIGINAL - STATE'S COPY YELLOW - ASSOCIATION'S COPY PINK COPY - EMPLOYEE'S COPY

Box A - RN's Only - \$8.66 bi-weekly
Box B - RN's Only - \$8.66 bi-weekly plus \$1.00 FN-PAC
Box C - Non-nurse unit members only - \$5.02 bi-weekly
Box D - Non-nurse unit members only - \$5.02 bi-weekly plus \$1.00 FN-PAC

AMOUNTS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH PROCEDURES IN THE FNA BYLAWS

When form is completed please mail to FNA Headquarters at the above address. Thank you!

## Appendix C

### FY 2005-2006 CRITICAL CLASS ADJUSTMENT

The State agrees to the following critical class wage adjustments to establish minimum rates of pay as a hiring rate, for employees with three years of seniority in the class and for employees with seven year of seniority in the class.

Registered Nurse	
Minimum Hiring Rate	\$35,000.00
Minimum Base Rate (3 to 7 years)	\$37,662.00
Minimum Base Rate (7 years or more)	\$39,861.00
Senior Registered Nurse	
Minimum Hiring Rate	\$35,000.00
Minimum Base Rate (3 to 7 years)	\$37,662.00
Minimum Base Rate (7 years or more)	\$39,861.00
Senior Registered Nurse F/C	
Minimum Hiring Rate	\$35,000.00
Minimum Base Rate (3 to 7 years)	\$37,662.00
Minimum Base Rate (7 years or more)	\$39,861.00
Registered Nurse Specialist	
Minimum Hiring Rate	\$35,000.00
Minimum Base Rate (3 to 7 years)	\$37,662.00
Minimum Base Rate (7 years or more)	\$39,861.00
Registered Nurse Specialist – F/C	
Minimum Hiring Rate	\$35,000.00
Minimum Base Rate (3 to 7 years)	\$37,662.00
Minimum Base Rate (7 years or more)	\$39,861.00
Community Health Nurse	
Minimum Hiring Rate	\$35,000.00
Minimum Base Rate (3 to 7 years)	\$37,662.00
Minimum Base Rate (7 years or more)	\$39,861.00
Senior Community Health Nurse	
Minimum Hiring Rate	\$35,000.00
Minimum Base Rate (3 to 7 years)	\$37,662.00
Minimum Base Rate (7 years or more)	\$39,861.00

Dietician

Minimum Hiring Rate	\$31,000.00
Minimum Base Rate (3 to 7 years)	\$33,728.00
Minimum Base Rate (7 years or more)	\$35,502.00

Nutrition Educator

Minimum Hiring Rate	\$27,000.00
Minimum Base Rate (3 to 7 years)	\$30,464.00
Minimum Base Rate (7 years or more)	\$32,100.00

Public Health Nutritionist

Minimum Hiring Rate	\$32,500.00
Minimum Base Rate (3 to 7 years)	\$36,696.00
Minimum Base Rate (7 years or more)	\$38,615.00