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IDnum 193 **Language** English **Country** United States **State** FL

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 79

Occupations Represented
Social and human service assistants
Data entry and information processing workers
File clerks

Bargaining Agency The State of Florida

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 1998 **EndYear** 2001

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Notes

Contact

Full text contract begins on following page.



MASTER CONTRACT

THE STATE OF FLORIDA

and

**FLORIDA PUBLIC EMPLOYEES COUNCIL 79
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO**

**Human Services Unit
Professional Unit
Operational Services Unit
Administrative and Clerical Unit**

July 1, 1998 through June 30, 2001

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CONTRACT

THIS CONTRACT is between the STATE OF FLORIDA, hereinafter called the State, and the FLORIDA PUBLIC EMPLOYEES COUNCIL 79, AFSCME, which is a Council affiliate of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter called the Union, representing the employees in the Human Services, Professional, Operational Services and Administrative and Clerical Units.

PREAMBLE

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

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

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

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 Public Employees Council 79, American Federation of State, County and Municipal Employees, AFL-CIO, 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 Human Services, Professional, Operational Services, and Administrative and Clerical Bargaining Units.

(B) The bargaining units for which this recognition is accorded are as defined in the certifications issued by the Florida Public Employees Relations Commission, hereinafter also referred to as "PERC," (Human Services Unit, Order Number 76E-1405 issued on December 21, 1976; Professional Unit, Certification Number 377 issued on January 9, 1978; Operational Services Unit, Certification Number 418 issued on July 14, 1978; Administrative and Clerical Unit, Certification Number 542 issued on June 25, 1981) and as subsequently amended by PERC.

(C) This Contract includes all full-time and part-time Career Service employees in the classifications and positions listed in Appendix A of this Contract, except for those full-time and part-time employees excluded in Section 2 of this Article.

SECTION 2 - Exclusions

(A) This Contract specifically excludes managerial employees and confidential employees as determined by the Florida Public Employees Relations Commission, temporary employees, emergency employees, substitute employees and all other employees, including persons paid from Other Personal Services (OPS) Funds as defined by Florida Statutes.

(B) Appointment of temporary employees, emergency employees and substitute employees shall be as defined in the Personnel Rules of the Career Service System at Section 60K-4.003 (Original Appointments). Persons paid from Other Personal Services (OPS) Funds are as defined by Florida Statutes.

(C) The State recognizes the integrity of these certified bargaining units, and will not use Other Personal Services (OPS) appointments for the purpose of eroding these bargaining units. Appeals by the Union under this Section shall first be submitted to the Agency Head. If not resolved at that level, the Union may submit the issue to PERC.

SECTION 3 - New Positions/Classes

(A) When a new position is created in a classification that is included in a bargaining unit and the State believes that the position should be excluded from a unit, the Union will be notified by being given a copy of the State's application to PERC seeking the exclusion of the position from the unit.

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

(C) When the State has decided that a revision of a class specification for positions covered by this Contract is needed, the Chief Negotiator of the Department of Management Services shall notify the Union in writing of the proposed changes. The Union shall notify the Chief Negotiator of the Department of Management Services, in writing, within seven calendar days of any comments it has concerning the proposed changes, or of its desire to discuss the proposed change(s). Failure of the Union to notify the Chief Negotiator of the Department of Management Services 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 under (A) or (B) above, the matter shall be resolved by PERC in accordance with its Rules.

Article 2

VACANT**Article 3
DUES CHECKOFF****SECTION 1 - Deductions**

(A) During the term of this Contract, the State, by and through its respective agencies, agrees to deduct union membership dues and uniform assessments, if any, in an amount established by the Union and certified in writing by the President of Council 79 to the State, from the pay of those employees in the bargaining units who individually make such request on a written checkoff authorization form provided by the Union (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 Union shall advise the State of any uniform assessment or increase in dues in writing at least 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

(A) Deductions of dues and uniform assessments, if any, shall be remitted exclusively to the President of Council 79, 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.

(B) The State will attempt to forward the list and deductions to the Union within 30 days after the deductions are made and in all cases as soon as practicable.

(C) Employees' transfers or promotions between or within these certified bargaining units shall not require the submission of new dues authorization forms.

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, and insurance, are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

SECTION 4 - Termination Of Deduction

Deductions for Union dues and/or uniform assessments shall continue until either: 1) revoked by the employee by providing the State and the Union with 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 these bargaining units. When an employee returns from an approved leave status, dues deductions shall continue if that employee had previously submitted a Dues Checkoff

Authorization Form.

SECTION 5 - Indemnification

The Union 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 Union 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 Union fines, penalties or special assessments from the pay of any employee.

SECTION 7 - Processing the Dues Checkoff Authorization Form

(A) The Dues Checkoff Authorization Form (Appendix B) supplied by the Union 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) contain all the information required for processing prior to submission to the State.

(B) Changes in the Dues Checkoff Authorization Forms required by (A) above will not affect deductions authorized by forms that the parties previously have agreed to.

(C) Forms that are incorrectly filled out or do not contain all the information necessary for payroll processing will be returned to the Union.

Article 4 NO DISCRIMINATION

SECTION 1 - Non-Discrimination Policy - State-Federal Law

(A) Neither the State nor the Union shall discriminate against any employee for any reason prohibited under Florida Statutes or any Federal Law. If any provision of this Contract is in conflict with any Federal or State law or any rules having the effect of law, the law or rule shall prevail.

(B) Any claim of Title VII discrimination by an employee against the State, its officials or representatives, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

SECTION 2- Sexual Harassment

(A) The Union shall have the right to consult on issues of sexual harassment with the Step 1 Management Representative and/or designee(s), up through the Step 2 Management Representative and/or designee(s).

(B) The State agrees to take appropriate action if it finds an employee has engaged in sexual harassment.

(C) Any claim of sexual harassment by an employee against the State, its officials or representatives, shall only be subject to the method of review prescribed by law or by rules and

regulations having the force and effect of law.

SECTION 3 - Affirmative Action Program

The Union agrees to support the State's Affirmative Action Program and any other affirmative action programs affecting unit employees which may be developed by the State in consultation with the Union and which comply with or are mandated by applicable State and/or Federal law. Each agency will furnish the Union with a copy of its affirmative action programs which affect unit employees.

The Union will have the right to appoint a representative to meet and confer with the agency's affirmative action - equal employment opportunity officer on the agency's affirmative action programs which affect unit employees. The agency's program shall not be subject to review under the provisions of Article 6 of this Contract.

Article 5 UNION ACTIVITIES AND EMPLOYEE REPRESENTATION

It is the policy of the Union and the State that the President of AFSCME Council 79 shall be responsible for all Union decisions relating to employee representation and Union activities covered by this Contract. The parties agree that the President may delegate certain activities; provided, however, that the President or a member of the President's staff will handle those Union activities which require action by or coordination with the Governor or the Governor's designated representative.

SECTION 1 - Definitions

The term "Steward," as used in this Contract, shall mean a State Career Service employee covered by this Contract who has been designated by the President of AFSCME Council 79 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 Contract, when the Union has been selected as the employee's representative.

SECTION 2- Designation of Employee Representatives

(A) The President of AFSCME Council 79 shall furnish to the State a list of Stewards, Staff Representatives and Regional Directors. The State will not recognize any person as a Steward, Staff Representative or Regional Director whose name does not appear on the list.

(B) The Union shall be authorized to select Stewards to serve as employee representatives. Stewards shall be selected in accordance with the following:

(1) Agency/Regional/District Headquarters Locations

One Steward per collective bargaining unit may be selected for each agency, regional or district headquarters. Additionally, if there are unit employees in such location who regularly work more than one shift, one additional Steward may be selected for each such shift. If the number of unit employees regularly assigned to the first, second or third shift exceeds 50 employees, an additional Steward may be selected for each multiple of 50 unit employees regularly assigned to that shift.

(2) Institution

If an agency has employees who are permanently assigned to an institution, one Steward per

collective bargaining unit may be selected for each such institution. Additionally, if there are unit employees at the institution who regularly work more than one shift, one additional Steward may be selected for each such shift. If the number of unit employees on the first, second or third shift exceeds 50 employees, an additional Steward may be selected by the Union for each multiple of 50 unit employees regularly assigned to that shift.

(3) Remote/Satellite Work Locations

If an agency has employees who are permanently assigned to a remote or satellite work location (such as a food stamp office, fire tower or maintenance yard) one Steward per collective bargaining unit may be selected for each such work location. Additionally, if there are unit employees in such locations who regularly work more than one shift, one additional Steward may be selected for each such shift. If the number of unit employees regularly assigned to the first, second or third shift exceeds 50 employees, an additional Steward may be selected by the Union for each multiple of 50 unit employees regularly assigned to that shift.

(C) The Union shall furnish the State the name, social security number, official class title, bargaining unit, name of employing agency, and specific work location of each Steward who has been designated in accordance with Paragraph (B) of this Section. The State shall not recognize an employee as an authorized Steward until such information has been received from the Union. If a dispute arises as to whether an employee has been properly certified as a Steward, management shall contact the Chief Negotiator of the Department of Management Services to verify certification.

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

(1) A Steward will not be allowed time off with pay to investigate his own grievance.

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

(3) A Steward shall be allowed to represent an employee in any collective bargaining unit covered by this Contract; however, the Steward must be selected from those Stewards within the same work unit as the grievant's work unit. If no Steward is located in the grievant's work unit, the Steward 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.

SECTION 3 - Bulletin Boards

(A) Where State-controlled bulletin boards are available, the State agrees to provide space on such bulletin boards measuring nine square feet for Union use. Where bulletin boards are not available, the State agrees to provide wall space measuring nine square feet for Union-purchased bulletin boards.

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

(1) Recreational and social affairs of the Union

(2) Union meetings

(3) Union elections

(4) Reports of Union committees

(5) Union benefit programs

(6) Current Union contract

(7) Training and educational opportunities

(8) Decisions reached through consultation meetings, as approved by the Chief Negotiator of the Department of Management Services

(9) Notices of wage increases for covered employees.

(C) Materials posted on these bulletin boards shall not contain anything which violates or has the effect of violating any law, rule or regulation.

(D) Postings must be dated and bear the signature of an authorized Union representative.

SECTION 4 - Employee Lists

Upon request of the President of AFSCME Council 79, the State will, on a quarterly basis, provide the Union with a list giving the name, home address on file, classification title, and gross salary for each employee in these bargaining units. This list will be prepared on the basis of the latest information on file at the time the list is prepared. Where employee lists are fully available at no cost to nonpublic entities, they shall be made available to the President of AFSCME Council 79 upon written request, at no cost.

SECTION 5 - Class Specifications/Rules

The State will provide the President of AFSCME Council 79 with a copy of any revisions to the Career Service System class specifications for positions within these bargaining units, and any revisions to the Personnel Rules of the Career Service System. Any request for additional copies of the Personnel Rules will be made by the President of AFSCME Council 79 and directed to the Chief Negotiator of the Department of Management Services.

SECTION 6 - Representative Access

(A) The State agrees that accredited representatives of the Union, whether Local Union Representatives, Council Representatives or International Union Representatives, shall have access to the premises of the State which are available to the public.

(B) If any area of the State's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and shall be to investigate an employee's grievance.

SECTION 7 - Consultation

(A) In order to provide a means for continuing communication between the parties and upon request of the President of AFSCME Council 79, the Secretary of the Department of Management Services and/or designated representative(s) and not more than six representatives of the Union shall make a good faith effort to meet and consult. Such meetings shall be held at a time and

place designated by the Department of Management Services.

(B) Upon request by a Union representative, no lower than a Union Regional Director, the Agency Head and/or designee(s) and the Union representative, with not more than six Union representatives from the agency, shall make a good faith effort to meet and consult. Such meetings shall be held at a time and place to be designated by the Agency Head or designee after consulting with the Union representative.

(C) Upon request by the appropriate Union Regional Director, the Step 1 Management Representative and/or his designee(s) and the Regional Director and/or the Regional Director's designated Staff Representative, with not more than three representatives from the Agency, shall make a good faith effort to meet and consult. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative after consulting with the Regional Director.

(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 Contract and any agency activities affecting unit employees. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. The parties shall exchange agenda indicating the matters they wish to discuss no later than seven calendar days prior to the scheduled meeting date. Toward the mutually beneficial end of improving employee benefits and reducing health care benefit costs, both parties agree to joint consultation meetings to review the current health insurance program, review recommended improvements in the program, and to study and promote joint health and fitness programs for state employee participation. Such meetings may be called periodically by either party, but no more frequently than quarterly.

(F) Decisions reached through consultation meetings shall be reduced to writing and a copy shall be furnished the Chief Negotiator of the Department of Management Services and the President of AFSCME Council 79 within 30 days following the meeting.

SECTION 8 - Negotiations

The Union agrees that all collective bargaining is to be conducted with State representatives designated for that purpose by the Governor, as chief executive officer. While negotiating meetings shall normally be held in Tallahassee, the State and the Union 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 Union at any other level of State government.

Article 6 GRIEVANCE PROCEDURE

[FY 2000-2001 Supplement](#)

It is the policy of the State and Union 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 Contract, except as exclusions are noted in this Contract.

(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 of the Career Service System, or holiday observed by the Union pursuant to a list furnished the State in writing, as of the effective date of this Contract.

SECTION 2 - Election Of Remedy And Representation

(A) Nothing in this Article or elsewhere in this Contract shall be construed to permit the Union or an employee to process a grievance (1) in behalf of any employee without his consent, or (2) when the subject of such (employee's) grievance, is at the same time the subject of an administrative action, or appeal before a governmental board or agency, or court proceeding, except that employees shall have the right to pursue claims of discrimination at all times. If an employee or the Union 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 Union shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding on the employee or the Union. 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 the Oral Step or initial written step (if authorized by the provisions of this Article) whether or not the employee shall be represented by the Union. If the employee is represented by the Union any decision mutually agreed to by the State and Union shall be binding on the employee.

(C) Where Union representation is authorized as provided in this Contract and is requested by an employee, the employee's representative shall be selected from the list of Stewards, Union Staff Representatives or Union Regional Directors which has been provided to the State in accordance with Article 5 of this Contract.

(1) If an employee selects a Steward to represent that employee in a grievance which has been properly filed in accordance with this Article, the Steward 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 Steward's immediate supervisor; however, approval of such time off will not be withheld, if the Steward can be allowed such time off without interfering with, or unduly hampering, the operations of the unit to which the Steward is regularly assigned. The Steward's immediate supervisor will notify the grievant's supervisor prior to allowing the Steward 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 Contract, the Steward in the same work location or the closest work location to the grievant's work location shall be selected to represent the employee. In no case shall a Steward be allowed to travel more than 25 miles from his official work location

in order to investigate a grievance. The Union will make a reasonable effort to ensure that it trains a sufficient number of stewards in order to minimize any such travel.

(4) A Steward who has been 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.

(D) Both the employee and the employee's representative, if any, shall be notified of the Step 1 meeting. Further, all communication concerning written grievances or their resolution shall be in writing and a copy shall be sent to both the employee and the employee's representative.

(E) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this Contract, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance, and processing of the grievance will be in accordance with the procedures established in this Contract. The Union shall not be bound by the decision of any grievance in which the employee chose not to be represented by the Union.

(F) 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.

(G) The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the State or the Union in other cases.

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) Once a grievance is presented, no new violation or issue can be raised.

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

(D) 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.

(E) All grievances will be presented at the Oral Step, with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 within 14 days following the occurrence of the event giving rise to the grievance.

(2) A dispute involving the interpretation or application of a provision of this Contract which gives a right to the Union as an employee organization may be presented by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within 14 days of the occurrence of the event giving rise to the

grievance.

(F) Any employee who has not attained permanent status in the Career Service can only bring non-discipline grievances to Step 3 as provided for in this Article.

(G) 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. In the event a grievance is not answered in a timely manner at the preceding step, the State agrees not to remand the grievance for the purpose of obtaining the answer without the mutual agreement of the Union.

(1) Oral Discussion

(a) An employee having a grievance may, within 14 days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor. The immediate supervisor shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is requested by the employee or the employee's representative or if a meeting is deemed necessary by the supervisor. The supervisor shall communicate a decision to the employee and the employee's representative, if any, within 14 days following the date the grievance is received at the Oral Step.

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

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

(d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement up to an additional 14 days.

(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 furnished by the Union setting forth specifically the complete facts on which the grievance is based, the specific provisions or provision of the Contract allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form; however, if additional written documentation is obtained after the grievance is filed, such documentation may be presented at the Step 1 meeting.

(b) The Step 1 Management Representative or his designated representative shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and the employee's representative, if any, within 14 days following the date the grievance is received at Step 1.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

(d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement up to an additional 14 days.

(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 his designated representative within 14 days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.

(b) The Agency Head or his designated representative may have a meeting with the employee and/or the designated Union Staff Representative to discuss the grievance. The Agency Head or his designated representative shall communicate a decision in writing within 21 days following receipt of the written grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

(d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement up to an additional 14 days.

(4) STEP 3

(a) If the grievance is not resolved at Step 2, the Union President or the designated member of the Union President's staff, or the employee if not represented by the Union, may appeal the Step 2 decision, in writing, to the Chief Negotiator of the Department of Management Services within 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. The Chief Negotiator of the Department of Management Services or designated representative may have a meeting with the Union President or the designated member of the Union President's staff to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1, above.

(b) The Chief Negotiator of the Department of Management Services or designated representative shall communicate a decision in writing to the employee and the Union President or the designated member of the Union President's staff within 21 days following receipt of the written grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

(d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement up to an additional 14 days.

(e) Grievances involving determinations of just cause pursuant to Article 7 are not appealable to Step 3, but may be appealed directly to arbitration within 14 days of receipt of the Step 2 decision.

(5) ARBITRATION

(a) If the grievance is not resolved at Step 3, the Union President or the designated member of the Union President's staff may appeal the Step 3 decision to Arbitration on a Request for Arbitration Form (to be supplied by the State) within 14 days after receipt of the decision at

Step 3. If, at the initial written step, the Union refused to represent the employee because the employee was not a dues-paying member of the Union, 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 seven permanent arbitrators, mutually selected by the State and the Union 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, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If mutual agreement cannot be reached, the arbitration hearing shall be held in the City of Tallahassee.

(e) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Contract, shall be final and binding on the State, the Union, the grievant(s), and the employees in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue his decision not later 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 precise 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 his decision strictly to the application and interpretation of the specific provisions of this Contract.

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 Contract, or of applicable law or rules or regulations having the force and effect of law; or

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 Contract; or

c. Which has the effect of restricting the discretion of an Agency Head as otherwise granted by law or the Personnel Rules of the Career Service System unless such authority is modified by this Contract; or

d. That is based solely upon an agency past practice or policy unless such agency practice or policy is contrary to law, the Personnel Rules of the Career Service System, or this Contract.

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 his 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.

(f) The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the State and Union will evenly split the arbitrator's fee and expenses.

(g) The Union 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 specified shall be deemed a waiver of the grievance.

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

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

Article 7 DISCIPLINE AND DISCHARGE

[FY 2000-2001 Supplement](#)

SECTION 1 - Disciplinary Action

(A) Reductions in base pay, demotions, suspensions, and dismissals may be effected by the State at any time against any employee. Such actions against employees with permanent status in the Career Service System for disciplinary reasons shall be grievable in accordance with the grievance procedure in Article 6 if the employee alleges that the action was not for just cause. However, any reduction in base pay that is required by the Career Service System Personnel Rules shall not be grievable. It is the policy of the State that disciplinary action will be initiated in a timely manner once the State has actual knowledge of the event giving rise to the disciplinary action; therefore, the State will make a good faith effort to initiate any disciplinary action within 60 days of actual knowledge of the event giving rise to the disciplinary action. Disciplinary action shall be subject to the grievance procedure as follows:

(1) Oral reprimands shall not be grievable under the provisions of this Contract.

(2) An oral reprimand will be considered invalid under the provisions of Article 12(D) if the employee is not disciplined for the same offense during the succeeding 12 months.

(3) Written reprimands may be grieved up to Step 2 and the decision at that level shall be final and binding.

(4) A written reprimand will be considered invalid provided the employee is not disciplined for the same offense during the succeeding 24 months, and the written reprimand was not for an offense which could have resulted in the employee's dismissal.

(B) A complaint by an employee with permanent status concerning any written reprimand or employee performance appraisal which contains criminal allegations or criminal charges may be grieved through the arbitration step of the Grievance Procedure.

(C) An employee may request a Union representative be present to advise and/or assist the employee 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.

(D) If filed within 14 calendar days from the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, a complaint by an employee with permanent status in the Career Service concerning a reduction in base pay, demotion, suspension, or dismissal may be grieved at Step 2 and processed through the Arbitration Step, in accordance with the Grievance Procedure in Article 6 of this Contract. Arbitration decisions shall be final and binding.

SECTION 2 - Employee Copy

Each employee shall be furnished a copy of all disciplinary entries placed in the employee's official personnel file and shall be permitted to respond thereto, and a copy of the employee's response shall be placed in the employee's personnel file.

SECTION 3 - Notice

Notice of reduction in base pay, demotion, suspension, or dismissal affecting an employee who has attained permanent status in the Career Service System shall be in accordance with the provisions of Chapter 60K-9 of the Personnel Rules of the Career Service System.

Article 8 WORKFORCE REDUCTION AND PRIVATIZATION

SECTION 1 - Layoffs

(A) When unit employees are to be laid off as defined in the Florida Statutes, the State shall implement such layoff in accordance with the provisions of Chapter 60K-17 of the Personnel Rules of the Career Service System.

(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 any 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 - Job Security

The State shall make a reasonable effort to notify the Union at least 30 days in advance of

classes within a bargaining unit that will be involved in a layoff. Prior to the actual layoff, the State will meet with the Union to discuss the effect of the layoff on the employees involved.

SECTION 3 - Recall

When a vacancy occurs, or new position is established, laid off employees shall be recalled as provided in Chapter 60K-17 of the Personnel Rules of the Career Service System.

SECTION 4 - Privatization

The State will make a reasonable effort to notify the Union of the contracting out or privatization of services involving classes within a bargaining unit within 30 days after the agency decides to contract out or privatize services. The State shall furnish the Union a copy of any Request For Proposal (RFP) to contract out or privatize services. The State and the Union agree that the contracting out or privatization of services shall be a proper subject of Consultation in accordance with Article 5, Section 7.

Article 9 REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION

Employees who have attained permanent status in the Career Service and who meet all eligibility requirements shall have the opportunity to request reassignment in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article

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

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

(C) "Reassignment" shall mean the moving of an employee from one position in a class to a different position in the same class, or to a different position in a different class having the same pay grade, regardless of the location of the position.

(D) "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 50 miles from the employee's current duty station.

SECTION 2 - Procedures

(A) An employee who has attained permanent status in the Career Service class currently served in may apply for a reassignment on a Request for Reassignment Form (supplied by the agency). Such requests shall indicate the specific class(es), county(ies), institution(s) and/or other work location(s) or shift(s) to which the employee would like to be reassigned. When the employee requests reassignment to a different position in a different class, a State of Florida Employment Application Form must be completed and sent with the Request for Reassignment Form.

(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 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.

(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 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 will be placed in the vacant position.

(F) If the employee with the greatest length of service in the class is not selected for the vacant position, all employees who have greater length of service in the class than the employee selected shall be notified in writing of the agency's decision.

(G) When an employee has been reassigned pursuant to a Request filed under this Article, all other pending Requests for Reassignment from that employee shall be cancelled. No other Request for Reassignment may be filed by the employee under this Article for a period of six 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 six months.

SECTION 3 - Involuntary Reassignment, Transfer or Change in Duty Station

Nothing contained in this Contract 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

An employee shall be given a minimum for 14 calendar days notice prior to the agency effecting any reassignment, transfer or change in duty station of the employee. In the case of a transfer, the agency will make a good faith effort to give a minimum of 45 calendar days notice. The parties agree, however, that these notice requirements shall not be required during an emergency or other extraordinary conditions.

SECTION 5 - Grievability

The provisions of this Article shall not be subject to the grievance procedures of Article 6 of this Contract; however, an employee complaint concerning improper application of the provisions of Paragraph (E) of Section 2 and Section 3 may be grieved in accordance with Article 6, up to and including Step 3 of the Grievance Procedure. 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 PROMOTION

The State and the Union 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 of the Career Service System, 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.

SECTION 1 - Definitions

As used in this Article

(A) "Promotion" shall mean the moving of an employee from a position in one class to a different position in another class having a greater degree of responsibility and a higher maximum salary.

(B) "Demotion" shall mean the moving of an employee from a position in one class to a different position in another class having a lesser degree of responsibility and a lower maximum salary.

SECTION 2 - Procedures

(A) An employee who has attained permanent status in the Career Service class currently served in 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, that he wishes to be considered for promotional vacancies. Such requests shall indicate the class(es) 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 his eligibility or ineligibility for the class(es) 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. A request for promotional consideration must be submitted prior to the close of the Job Opportunity Announcement (JOA) in order to be considered for the vacancy posted in the JOA.

(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 six months following the employee's promotion.

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 Contract, those employees who have applied for promotion in accordance with Section 2 shall be given first consideration for promotional vacancies.

(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.

SECTION 4 - Grievability

The provisions of this Article may be grieved in accordance with Article 6, up to and including Step 3 of the Grievance Procedure whose decision shall be final and binding.

Article 11 CLASSIFICATION REVIEW

SECTION 1 - Additional 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 official Career Service class specification to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or his designee shall review the duties as requested. The employee will receive a copy of the written decision within 60 days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed. If the decision is to reclassify the position and the employee is to receive a promotional pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review.

(B) If the employee is not satisfied with the decision, the employee, with or without representation, may request in writing a review by the Chief Negotiator of the Department of Management Services or designee. The Chief Negotiator's review will be in accordance with Chapter 110, Florida Statutes.

(C) The written decision of the Chief Negotiator of the Department of Management Services or designee as to the classification of the position shall be final and binding on all parties.

SECTION 2 - Work Load Quotas

(A) When an employee alleges that the employee is being regularly required to carry an inequitable work load quota, the employee may request in writing that the Agency Head review the work load quota assigned to the employee. The Agency Head or his designee shall make the final written decision on the complaint which shall be binding on all parties. The employee will receive a copy of the written decision within 60 days of the request.

(B) The parties agree, during the term of this Contract to review the State's policies on employees' personal liabilities which may result from their responsibility for work load quotas. If it is found that employees have a liability as a result of such quotas, the parties will meet to discuss an appropriate remedy.

(C) The State and the Union agree that work load quota problems are an appropriate item for discussion in consultation meetings as described in Article 5.

SECTION 3 - Use of Inmate Labor

(A) Employees working for any agency, exclusive of the Department of Corrections, who are

not told at the time of employment in that position that they may be required to work with or supervise inmates, may, because of religious or moral objections, request reassignment to a comparable position not requiring work with or supervision of inmates. Such requests shall not be unreasonably denied.

(B) It shall be prohibited for any agency head, or any other officer or employee of an agency, to take any retaliatory action against an individual who, in accordance with this Section, requests reassignment to a position not requiring work with or supervision of inmates.

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. Duplicate personnel files may be established and maintained within an agency. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file. Information in an employee's official personnel file shall only refer to matters concerning the employee's job or related to the employee's State employment.

(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 the employee's answer will be attached to the file copy.

(C) An employee will have the right to review the employee's own official personnel file and any duplicate personnel files at reasonable times under the supervision of the designated records custodian.

(D) Where the Agency Head or designee, the Chief Negotiator of the Department of Management Services, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document will be placed in an envelope together with a letter of explanation. The envelope shall be stamped "NOT VALID" and returned to the employee's personnel file. Provided, however, that nothing in this provision shall grant any official, officer, or other person the authority to take any action not otherwise authorized.

(E) Where the Agency Head or his designee, the Department of Management Services, the Florida Public Employees Relations Commission, the Courts, an arbitrator, or other statutory authority determines that a document which has been placed in an employee's personnel file is invalid, such document will be filed and retained as specified in the State of Florida General Records Schedule GS1 for State and Local Government Agencies, as promulgated by the Department of State.

Article 13 HEALTH AND SAFETY

SECTION 1 - Safety Committee

(A) It shall be the policy of the State of Florida to make every reasonable effort to provide employees a safe and healthy working environment.

(B) Where management has created a workplace safety committee in a State-controlled facility, the unit employees shall select at least one person at the facility to serve on such committee.

(C) Where management has not established a safety committee, both the State and Union shall work toward the establishment of one in each State-controlled facility.

SECTION 2 - Employee Safety

(A) Any employee becoming aware of a work-related accident shall immediately notify the supervisor of the area where the incident occurred.

(B) When an employee believes that an unsafe working condition exists in the work area, the employee shall immediately report the condition to the supervisor. The supervisor shall investigate the report, and make a reasonable effort to take action deemed appropriate. The nature of the action taken shall be based on the seriousness of the condition. Within 30 days after the report of unsafe working condition is received, the supervisor will furnish a response to the employee and, where the employee's report was in writing, the supervisor shall respond in writing.

SECTION 3 - Grievability

Complaints which arise under the application or interpretation of this Article shall be grievable, but only up to Step 3 of the Grievance Procedure of the Contract.

Article 14 PERFORMANCE REVIEW

(A) Employees shall be evaluated by their immediate supervisors or designated raters, who shall be held accountable for such appraisals without such appraisals being changed by higher management.

(B) Any employee who has attained permanent status in the current class who receives a Performance Improvement Plan (PIP) in that class may appeal the PIP to the Step 2 Management Representative within 14 days from the date the employee receives the PIP.

(C) Should the Step 2 Management Representative determine that the PIP has not been properly performed, the Step 2 Management Representative shall have the authority to order that the PIP be marked "NOT VALID" and direct that another PIP be conducted, if necessary. The decision of the Step 2 Management Representative shall be final and binding on all parties.

Article 15 SENIORITY

For the purpose of this Contract, "Seniority" shall be defined as the employee's length of continuous service in the Career Service System. The State and the Union recognize the value of an experienced workforce and agree that an employee's seniority should be considered, along with the needs of the agency, when effecting decisions on vacations, shift assignments and off-duty days. Disregard for this consideration by an agency shall be a proper subject of Consultation in accordance with Article 5, Section 7.

Article 16 EMPLOYEES INSURANCE PREMIUM CHECKOFF

While Section 110.114, Florida Statutes, allows each agency head discretion in authorizing payroll deductions, the Governor will, through the Secretary of the Department of Management Services, direct his agencies and encourage the other agencies to approve a payroll deduction code for insurance premium checkoffs for an AFSCME-administered insurance program.

**Article 17
VACANT**

**Article 18
LEAVES OF ABSENCE**

SECTION 1 - Leaves

Employees shall be granted leaves of absence as provided in Chapter 60K-5 of the Personnel Rules of the Career Service System.

SECTION 2 - Negotiation Committee

The Union may designate certain employees within each unit to serve as its Negotiation Committee, and such employees will be granted leave with pay to attend negotiating sessions with the State; provided, however, that the total number of employees designated by the Union shall not exceed one employee for each 1,000 employees or major portion thereof. No individual employee shall be granted more than 10 days per contract term for the purpose of attending negotiating sessions, and shall not be credited for more than eight hours for any day the employee is in negotiations. 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 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 3 - Union Activities

Employees covered by this Contract shall have the right to request leave without pay for the purpose of attending Union conventions, conferences and meetings. When such requests cannot be granted, the supervisor shall provide such denial in writing.

**Article 19
VACANT**

**Article 20
TRAINING**

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

SECTION 1 - Employee Training

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

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

SECTION 2 - Contract Administration Training

(A) The State will continue to maintain its program to train supervisors and managers in the proper administration of this Contract, including the subject of sexual harassment awareness.

(B) The Union will make every reasonable effort to continue existing training programs, if any, and to develop new programs where they do not exist, which will assure that Staff Representatives, Regional Directors, and Stewards, who are authorized by the President of AFSCME Council 79 to represent employees covered by this Contract, are properly trained in contract administration.

(C) With regard to the training of Stewards by the Union, the Union will include in its training the specific responsibilities and limitations on the activities of a Steward under this Contract, as opposed to the private sector concept of a Steward. Each Steward shall sign a form indicating that the Steward has received such training and fully understands the scope of his responsibility and authority under the Contract. A copy of the signed form shall be furnished the State within 60 days after the employee is designated as a Steward in accordance with Article 5.

SECTION 3 - Education Assistance Plan

The Governor agrees to seek approval by the Legislature, which the Union will support, which would continue the existing program for the provision of tuition-free university courses.

SECTION 4 - Employee Education

(A) In accordance with the provisions of Chapter 60K-5 of the Personnel Rules of the Career Service System, the State may allow employees time off with pay for the purpose of attending short courses, institutes and workshops which will improve their performance in their current position.

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

(C) 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.

(D) Subsections (A) and (B) above do not preclude the State from assigning employees to attend training courses as determined by management.

SECTION 5 - Career Ladders

(A) The State and the Union recognize the importance of career ladders in order to provide promotional opportunities and employee training which will improve productivity within State government while, at the same time, offering employees the opportunity to enhance their personal careers with the State.

(B) In furtherance of the effort to develop career ladders and training opportunities to prepare employees for upward mobility, the President of AFSCME Council 79 and the Secretary of the Department of Management Services or their designated representatives agree to meet as necessary throughout the term of this Contract for the purpose of:

- (1) Formulating recommendations for improving current training and educational programs;

(2) Developing recommendations for new programs which will improve employee productivity while, at the same time, offering employees more potential for personal growth and development within the Career Service;

(3) Developing methods for improving training and promotional opportunities and giving appropriate recognition to those employees who successfully complete established training programs, as well as training which employees obtain on their own initiative;

(4) Identifying changes in the Personnel Rules of the Career Service System, Florida Statutes, or funding methods which will enhance career opportunities and upward mobility for employees; and

(5) Developing methods by which the State can assist employees to prepare for high school equivalency tests and meet other academic standards required for progression within their occupational group.

(6) Nothing contained herein shall preclude the parties from agreeing to discuss and evaluate any training need of employees.

SECTION 6 - Grievability

It is understood that nothing in this Article precludes or in any way limits or restricts the State's right to develop, implement, or otherwise manage training or apprenticeship of its employees. Therefore, any claim by an employee or the Union concerning this Article shall not be subject to the Grievance Procedure of this Contract.

Article 21 OUT OF TITLE WORK

(A) Each time an employee is designated by the employee's immediate supervisor to act in a vacant established position in a higher classification than the employee's permanent classification, and actually performs a major portion of the duties of the higher level position, irrespective of whether the higher level position is funded, for a period of time more than 22 workdays within any six 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, beginning with the 23rd day.

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

Article 22 DISABILITY LEAVE

SECTION 1 - Full Pay Status

(A) An employee who is eligible for disability leave with pay under the provisions of Chapter 60K-5, Personnel Rules of the Career Service System, 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 60K-5. The Agency Head or designee shall not unreasonably refuse to submit a request to carry an employee in full pay status under the provisions of Chapter 60K-5; provided, however, the Secretary of the Department of Management Services or designee shall have the right to determine whether or not an employee should be carried in full pay status for more than 26

weeks.

(B) Except as provided in sub-section (C) 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.

(C) If an employee has not had continuous State service necessary to accumulate 100 hours of sick leave credits, the employee will be eligible to be carried in full pay status upon having exhausted all accumulated sick, annual and compensatory leave credits (not to exceed 100 hours) provided the injury results from an act of violence inflicted by another person while engaged in law enforcement duties, or an assault under riot conditions.

Article 23 HOURS OF WORK/OVERTIME

SECTION 1 - Hours of Work and Overtime

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

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

(C) Work beyond the normal workweek shall be recognized in accordance with the provisions of Chapter 60K-5 of the Personnel Rules of the Career Service System.

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

(E) The State agrees that the assignment of overtime is not to be made on the basis of favoritism. In any case, where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the Grievance Procedure under Article 6 herein, to Step 3.

(F) The Union agrees to support those changes in Chapter 60K-5 of the Personnel Rules of the Career Service System 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.

SECTION 2 - Work Schedules

(A) Where work schedules are rotated, employees' normal work schedules, showing each employee's shift, workdays and hours, will be posted no less than 10 calendar days in advance, and will reflect at least a two workweek schedule; however, the State will make a good faith effort to reflect a one month schedule. With prior written notification of at least three workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

(B) Where work schedules are rotated, the State will make a good faith effort to equalize scheduled weekend work among employees covered by this Contract in the same functional unit whenever this can be accomplished without interfering with efficient operations.

(C) When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the State will schedule the employee to be off work for a minimum of two shifts between the end of the previous shift assignment and the beginning of the new shift assignment.

(D) When an employee works two consecutive shifts, the State will make a good faith effort to allow the employee a minimum of 16 consecutive hours off prior to returning to work.

SECTION 3 - Rest Periods

(A) No supervisor shall unreasonably deny an employee a 15 minute rest period during each four hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a post of duty assignment that requires coverage for a full eight hour shift, which would not permit the employee to actually leave his post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his duty post.

(B) An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival on duty or early departure from duty.

Article 24 ON-CALL ASSIGNMENT AND CALL-BACK

SECTION 1 - On-Call

(A) "On-call" assignment shall be defined as when the employee has been instructed by the appropriate management to remain available to return to the work location on short notice to perform assigned duties during an off-duty period, and to leave work where the employee may be reached by phone or other electronic signaling device. Such assignment is not compensable as hours worked.

(B) An employee may be instructed verbally to be on-call for up to 24 consecutive hours, however no employee shall be required to be on-call for more than 24 consecutive hours or one consecutive calendar day unless such instructions are in writing. If such written instructions are not received personally by the employee, the employee may refuse to accept any verbal instructions to be on-call for such periods. If, however, the employee accepts a verbal assignment to be on-call for such periods and later there is a dispute as to whether or not such assignment was made, the employee shall not be eligible for on-call payments in excess of the period for which verbal instructions are appropriate. An employee's immediate supervisor who is covered by this Contract shall not have the authority to place an employee in on-call status.

(C) On-Call Fee

(1) 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 hour, the time while on-call will be rounded to the nearest one-fourth hour and the employee will be paid 25 cents for each one-fourth hour of on-call assignment.

(2) An employee who is required to be on-call on a Saturday, Sunday or holiday as listed in Section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth 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 2 - 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 of the Career Service System. An employee's immediate supervisor who is covered by this Contract shall not have the authority to place an employee in call-back status.

**Article 25
WAGES**

[FY 2000-2001 Supplement](#)

[FY 1999-2000 Supplement](#)

SECTION 1 - Fiscal Year 1998-99 General Wage Increases

Based upon the 1998-99 General Appropriations Act, the State agrees to implement the following pay increases for Fiscal Year 1998-99:

(A) Effective October 1, 1998, each full-time employee with an annual salary of \$20,000.99 or less shall receive an annualized increase of \$1,200.00 to the employee's September 30, 1998, base rate of pay (exclusive of any salary additives); full-time employees with annual salaries of \$20,001.00 to \$36,000.99 shall receive an annualized increase of \$1,000.00 to the employee's September 30, 1998, base rate of pay (exclusive of any salary additives); and full-time employees with annual salaries of \$36,001.00 or more shall receive an annualized increase of 2.78 percent to the employee's September 30, 1998, base rate of pay (exclusive of any salary additives). Additionally, the minimum and the maximum of each pay grade shall be adjusted upward to reflect the above-cited increases effective October 1, 1998.

(B) An employee on leave without pay on October 1, 1998, shall receive the October 1, 1998, increase effective the date the employee returns to pay status. An employee with a Performance Improvement Plan in effect on October 1, 1998, shall receive the increase when a Review and Performance Planning form has been completed indicating the employee is achieving the performance standards/expectations of the position. In no case shall the increase or payment be retroactive.

(C) Eligible part-time employees shall receive the applicable salary increase payment effective October 1, 1998, except the increase will be prorated based on the full-time equivalency of the employee's position.

SECTION 2 - Pay Provisions

Based on an agency's determination that sufficient funds and salary rate are available, the State and the Union agree:

(A) If an agency grants an increase to an employee's base rate of pay, the increase shall be in accordance with the provisions of Chapter 60K-2 of the Career Service Personnel Rules. If an agency determines that an increase to base rate of pay is to be granted based on one of the below-categories, the following amounts of increase shall be granted:

- (1) Superior Proficiency - Up to 15%

- (2) Added Duties and Responsibilities - Up to 15%
- (3) Education and Training - Up to 15%
- (4) Reassignment - Up to 15%
- (5) Transfer - As necessary and within the funds available
- (6) Competitive Job Offer - Up to an amount to be competitive
- (7) Internal Pay Relationships - As necessary and within the funds available

(B) The State may approve salary additives in accordance with the provisions of Chapter 60K-2 of the Career Service Personnel Rules.

The following additives may be approved by the Department of Management Services subject also to the provisions, if any, of this Agreement:

- (1) Competitive Area Differential
- (2) Shift Differential
- (3) On-Call

An agency may assign one (1) or more of the below-categories of duties to an employee. If an agency grants a salary additive to an employee, the following amounts of increase shall be granted:

- (4) Leadworker - Up to 10% of the pay grade minimum
- (5) Coordinator - Up to 15% of the pay grade minimum
- (6) Temporary Special Duty - Up to 15% of the employee's base rate of pay
- (7) Trainer - Up to 15% of the pay grade minimum
- (8) Hazardous Duty - Up to 15% of the pay grade minimum

(C) Subject to the requirement of Section 216.181(9)(b), Florida Statutes, an agency may approve non-recurring lump-sum bonus payments in accordance with the provisions of Rule 60L-18 for one (1) or more of the below-categories.

When an agency grants a lump-sum bonus payment, such payment shall be for the following amounts:

- (1) Career Commitment - Up to \$2,500
- (2) Education and Training - Up to \$1,000
- (3) Special Project - Up to \$1,000

(D) If an agency elects to grant an increase, additive, or lump-sum payment higher than the amounts listed in Paragraphs A,B, and C above, the Union will be notified.

(E) This section shall not be applicable to the Florida Department of Transportation (DOT) Model Classification and Pay Plan.

**Article 26
VACANT**

**Article 27
INSURANCE BENEFITS**

FY 1999-2000 Supplement

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 30 days after they have been properly completed and submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

**Article 29
NO STRIKE**

During the term of this Contract, neither the Union nor its officers or agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage or strike; interfere with the work and statutory functions or obligations of the State; or engage in any other activities which are prohibited in Section 447.203(6), Florida Statutes.

The Union agrees to notify all of its local offices and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. The Union further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption which may be caused or initiated by others.

The State may discharge or discipline any employee who violates the provisions of this Article and the Union will not resort to the Grievance Procedure on such employee's behalf; however, if the issue is whether or not the employee engaged in activities prohibited by this Article, the Union may elect to represent the employee in such grievance through the Grievance Procedure.

Nothing contained herein shall preclude the State from obtaining judicial restraint and damages in the event of a violation of this Article.

Article 30

PREVAILING RIGHTS

All pay and benefits provisions published in the Personnel Rules of the Career Service System which cover employees in the bargaining units and which are not specifically provided for or modified by this Contract shall continue in effect during the term of this Contract.

Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Contract, but shall be subject to the method of review prescribed by the Personnel Rules of the Career Service System or other appropriate administrative or judicial remedy.

Article 31 MANAGEMENT RIGHTS

The Union agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. 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 Contract; 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 Contract.

Article 32 ENTIRE AGREEMENT

(A) This Contract, 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 Contract between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that, during the negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract.

(C) The State and the Union agree to continue discussions during the term of this Contract on the following subjects:

- proposed legislation affecting employees in these Units;
- changes in the Career Service Personnel Rules which the Department of Management Services may propose that will impact on employees in these Units; and,
- changes in any two articles, plus the wage article, within this Contract that either party desires to reopen shall be subject to negotiations during the first year of this Contract for Fiscal Year 1999 - 2000 and during the second year of this Contract for Fiscal Year 2000-01.

Except as to the above subjects, the State and the Union, for the duration of this Contract, 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 Contract, 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 Contract.

Article 33 SAVINGS CLAUSE

(A) If any provision of this Contract is in contravention of the laws or regulations of the United States or of this State, by reason of any court action or 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 Contract 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 Contract shall remain in full force and effect for the term of this Contract.

(B) If any provision of this Contract is found to have the effect of causing the State to be denied funds otherwise available through federal funding, then such provision shall not be applicable, performed or enforced.

Article 34 ¹ DURATION

SECTION 1 - Term

This Contract shall be effective as of the first day of July 1998 and shall remain in full force and effect through the thirtieth day of June 2001. This Contract shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least 135 days prior to the Governor's budget submission date that it desires to change or modify this Contract. This Contract shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

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

In the event that either party desires to terminate or modify this Contract, written notice must be given to the other party not less than 10 days prior to the desired termination date, which shall not be before the anniversary date set forth above.

SECTION 2 - Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to Florida Public Employees Council 79, American Federation of State, County and Municipal Employees, 111 N. Gadsden Street, Suite 100, Tallahassee, Florida 32301; and if by the Union shall be addressed to the Chief Negotiator, Department of Management Services, 4050 Esplanade Way, Bldg. 4040, Suite 360, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 - Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Contract 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 Contract as provided above, would apply only to those employees permanently or temporarily assigned to such areas.

¹Although the Contract reflects an effective date of July 1, 1998, provisions of the Contract were not implemented until August 1, 1999, for the following reasons:

A dispute existed between the State and AFSCME Council 79 regarding previously agreed-to language for Article 8, Workforce Reduction and Privatization. The dispute was settled on March 16, 1999, resulting in the State receiving written notification from AFSCME Council 79 on April 30, 1999, that affected bargaining unit employees had ratified Article 8, Workforce Reduction and Privatization. The ratification of Article 8 was also a ratification of the entire Agreement covering the period July 1, 1998, through June 30, 2001.

From July 1, 1998, through July 31, 1999, the State maintained the status quo of the Contract that covered the period July 1, 1995 through June 30, 1998, due to the dispute cited above.

IN WITNESS HEREOF, the parties have signed this Contract to be effective July 1, 1998.

RECOMMENDED FOR THE STATE OF FLORIDA

TERRY PERKINS
CHIEF NEGOTIATOR

TOM MCGURK
SECRETARY
DEPARTMENT OF MANAGEMENT SERVICES

APPROVED FOR THE STATE

JEB BUSH
GOVERNOR

**APPROVED FOR FLORIDA PUBLIC EMPLOYEES COUNCIL 79,
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO**

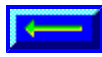
ALMA GONZALEZ-NEIMEISER
EXECUTIVE DIRECTOR
AFSCME FLORIDA COUNCIL 79

JEANETTE D. WYNN
PRESIDENT
AFSCME FLORIDA COUNCIL 79

[AFSCME CLASSES](#) | [DUES CHECKOFF AUTHORIZATION](#) | [SUPPLEMENTAL AGREEMENTS](#)

[AFSCME, Master Contract](#) | [FNA, Professional Health Care Unit](#) | [FPBA Law Enforcement Unit](#)

[FPBA, Security Services Unit](#) | [FPD, Selected Exempt Service Physicians Unit](#)



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