



Joint Select Committee on Collective Bargaining

**Senator Hays, Co-Chair
Representative Van Zant, Co-Chair**

**Meeting Packet
Materials Submitted by:
Bargaining Units**

**Monday, February 16, 2015
10:30 AM
Webster Hall (212 Knott)**

Federation of
Public Employees



FEDERATION OF PUBLIC EMPLOYEES

*A Division of the National Federation of Public and Private Employees
An Affiliate of District 1- Marine Engineers Beneficial Association (MEBA), (AFL-CIO)*

DANIEL D. REYNOLDS
Division President

ANTHONY MARCIANO
Division Secretary/Treasurer

February 9, 2015

Representative Charles Van Zant, Co-Chair
Government Operations Subcommittee Room 218
House Office Building
402 S. Monroe Street
Tallahassee, FL 32399

Sent via U.S. Mail and e-mail to: Charles.Vanzant@myfloridahouse.gov

Dear Representative Van Zant,

For the past ten (10) years the Federation of Public Employees has negotiated with the Florida Lottery bargaining unit for a three (3) percent increase to the base salary of the lottery employees. This increase was never approved.

We are currently negotiating again regarding this issue. I would appreciate if you would look into this matter and assist in acquiring this three (3) percent increase for the lottery employees.

Should you have any questions, please do not hesitate to contact me at my office at 954-797-7575 or on my cell phone at 954-648-6894.

Thank you for your consideration.

Sincerely,

Jack Marziliano (J.F.)

Jack Marziliano
Business Representative

Enclosure

**Florida Lottery
Proposals**

**ARTICLE 12
WAGES AND PAY PLAN**

Section 1:

- (A) Effective July 1, 2015 all bargaining unit employees shall receive a three (3) percent increase to their base salary.

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Slesnick & Casey, LLP

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February 13, 2015

Senator Alan Hays
Co-Chair
Joint Select Committee

Representative Charles Van Zant
Co-Chair
Joint Select Committee

Re: Hearing Before the Joint Select Committee on Collective Bargaining -
Florida Nurses Association and State of Florida

Dear Senator Hays and Representative Van Zant:

This office represents the Florida Nurses Association (FNA) which, as you are aware, is the certified collective bargaining agent for the health care professionals employed by the State.

The FNA has received the February 9th notice of the statutorily-mandated impasse hearing scheduled for Monday, February 16, 2015. Said notice was issued long after the FNA and the State had set the next collective bargaining session for February 17th (the day following the hearing). In that the FNA's representatives had already confirmed travel schedules to and from Tallahassee – attending your hearing is financially impossible for the Nurses involved.

Presently, the FNA is in the midst of negotiations with the Governor (through DMS), and is hopeful that the bargaining will not reach a final “impasse” (as that term is commonly understood in the field of labor relations). Therefore, the FNA does not intend to present a specific position on the open issues at this time, but reserves its statutory rights to pursue an equitable resolution to such an impasse, should that occur at a later date.

The FNA does not take exception to the “open” issues listed in Mr. Michael Mattimore’s February 4th “Notification of Collective Bargaining Impasse” sent from the Department of Management Services to the Senate President and the House Speaker. Of utmost importance is the compensation level of the health care professionals. It has been years since these faithful public servants have had the consideration of much-needed wage adjustments to be competitive with the job market and to track the cost of living. It must be recognized that these employees are human beings that must feed themselves and their families while paying for mortgages and transportation costs. Furthermore, the FNA would implore the legislature to re-visit its prior decision that privatized the health care services within the Department of Corrections. Such “privatization” has been destructive of the State’s health care capabilities within its correctional facilities – a fact which has been highlighted by recent public revelations of poor health care and inmate deaths. Furthermore, the supposed “savings” was based on “low-ball” bids which did not accurately portray the real cost of health care.

Senator Alan Hays
Co-Chair
Joint Select Committee
February 13, 2015

Representative Charles Van Zant
Co-Chair
Joint Select Committee
February 13, 2015

As the Legislature moves forward into its 2015 session, the FNA urges all members of the Senate and the House to consider carefully the needs of their state-employed health care professionals. Registered Nurses, Advanced Registered Nurse Practitioners, Pharmacists, Community Health Nurses, Psychologists, Dentists and Nutritionists are critical providers of the State's mandated services to its citizens and its wards. These professionals are in short supply and the demand for their talent is high. While the FNA appreciates the stressful financial situation in which the State found itself in past years; it must strongly suggest that now that the State's budget has greater fiscal capacity - there are special considerations facing the health care professional employees which must be assertively addressed sooner rather than later. Whether or not the Governor's budget responds to those needs; the legislature should certainly do so.

The FNA thanks the Committee members for their service in such an important capacity which, in the end, we hope will help create productive results for all concerned.

Sincerely,

DONALD D. SLESNICK II

cc: Deborah Hogan, R.N., State Unit President, by e-mail: Deborah.hogan@flhealth.gov
Jeanie Demshar, Esquire Director of Labor Relations, FNA: jdemshar@floridanurse.org
Joint Select Committee, Via John Love by e-mail: John.Love@myfloridahouse.gov
Michael Mattimore, Esquire, Attorney for DMS: mmattimore@anblaw.com
Claire Whitley, H.R Consultant, DMS: claire.whitley@dms.myflorida.com



FLORIDA STATE FIRE SERVICE ASSOCIATION

IAFF Local S-20
3433 Lithia Pinecrest Rd #347
Valrico, Florida 33594
www.iafflocals20.com
(863) 661-4019



February 13, 2015

Joint Select Committee on Collective Bargaining

Re: Florida State Fire Service Association Collective Bargaining Impasse

Dear Committee Members,

As you aware, an impasse has occurred between our Association and the Department of Management Services on our contract issues. I would like to let you know who we are and what we do for the state of Florida and the people living here:

The Florida State Fire Service Association (FSFSA) is comprised of state employees from five different state agencies specializing in fire protection.

Firefighters from the Department of Agriculture and Consumer Services Florida Forest Service. Forestry firefighters provide wildland fire protection, expertise with prescribed fire for private landowners and disaster response to the public in every county within the state of Florida. They also regularly provide firefighting personnel to fight wildfires all over the United States.

Fire service personnel from the Department of Financial Services. These fire professionals include fire training professionals from the Florida State Fire College located in Lowell, Florida and Fire Protection Specialists assigned to the State Fire Marshal's Office. These professionals provide training & certification for fire service personnel from throughout the state as well as inspection of all state facilities around the state. In addition they provide emergency disaster response teams (RIAT) and SAR for the all too frequent natural disasters that occur in Florida.

Firefighters from the Department of Children and Families. These structural firefighters provide fire and EMS services to the Florida State Mental Hospital in Chattahoochee Florida and surrounding area.

Fire Protection Specialists assigned to the Agency for Health Care Administration. These fire professionals are responsible for ensuring the fire safety of all hospitals and nursing homes throughout the state.

Firefighters from the Department of Military Affairs. These professionals provide firefighting services at Camp Blanding. Camp Blanding is a large National Guard base located near Stark. They also provide structural fire protection to the Air National Guard base located in Jacksonville, Florida.



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Our proposals we presented to the state this year for consideration to our contract had one simple mission: improve the morale of the existing workforce. Morale is at an all-time low among state employees. I would like to give you a brief summary of these issues and explain why we are at impasse and seek your assistance in resolving these issues.

Article 13 - Reduction in Cost of Retiree health Insurance premiums: We propose to limit the total cost of retiree health insurance to be a maximum percentage of an FRS members pension payments. We currently have people retiring drawing less in monthly pension than the total cost for family coverage after retirement.

Article 23 - Scheduling issues: Basically we are asking for agencies supervisors to stick to our scheduled work hours and if we need to work more than the normal scheduled shift then either properly plan for it in accordance with our contract or limit excess hours in a workday to emergency response. People should not have to come in on scheduled days off unless there is an emergency or it has been pre-planned in advance for issues, like training. If supervisors do not adhere to this then the members should be compensated for accommodating the needs of the State. There should be no "extra hours" above a members schedule except for emergency response. When members are required to work past their scheduled workday this in turn cost them money due to lost wages at part time jobs, unplanned childcare expenses, etc.

Article 25 Pay: FSFSA is asking for a competitive wage analysis be completed for like positions. We have firefighters literally making less than half of other starting firefighters in the state, some of the lowest paid in the nation. This has caused high turnover in many areas of the state. FSFSA is asking for a \$1500 pay increase to our members. Monies spent annually by some agencies to train replacements far exceeds the \$1500 raises we are asking for to retain existing employees. Hazardous duty pay for members placing themselves in dangerous situations often times with limited or no protective measures in place for their safety. Cost of living Area Differential (CAD) request are for agencies requesting those high turnover areas and to review existing CADS that have not kept up with area cost of livings. Shift differential are for the majority of our membership in an 8 hour workday scheduled from 8 to 5. If and when these employees are required to work evening or around the clock work FSFSA request shift differential pays to offset expenses usually inquired by the employee for these shifts. Many of our members are responsible for training their coworkers and the public by teaching classes, on the job training, course delivery, working on taskbooks, etc. as these duties are not part of our normal duties FSFSA request when these employees perform these duties and/or classified as a trainer they be compensated for it. I have attached one of our members W2 and simply ask could you live off of this?

Article 26: Step pay plans. Morale in the field is at an all time low with turnover of new employees increasing across the state. FSFSA proposes a step promotional system for members to "move up" to a higher level. Agencies could use existing salary monies, incentives, etc. to accommodate this without the need for additional funding from legislators. Various incentives could be utilized to differentiate positions within the "steps" if salary increases are not an option. Each FSFSA agency rep has suggested plans for implementation that can be worked with by both parties to accomplish the end goal, improve morale and retention.



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FSFSA has agreed to twenty status quo articles and six articles the state proposed changes to and currently have three of the articles proposed by the state at impasse. Article six, seven, and nine we asked for the below changes be made. FSFSA feels all of these proposed changes to the states proposals can be incorporated without any negative impact to the state.

State's proposal Article 6: we agree with everything but ask all grievances, including disciplinary, go to a step 3 for DMS review. As stated changing this we feel can save the state monies possibly resolving issues prior to going to arbitration and do not see a negative impact to the state or our members.

State's proposal Article 7: memorandum of Supervision and Memorandum of Records are not disciplinary action and should not be in our disciplinary article so we asked for wording change or removal. Everything else we can agree to but would like to see that change.

State's proposal Article 9: Many times employees see open vacancies on People First with lower cost of living or state owned housing provided they would like to move into. The current system does not allow for transfers unless a form was completed prior. We asked for an additional way for employees to be prioritized for unanticipated vacant positions that open around the state of like positions once advertised. They should not be limited because of an absence of a form.

Thank you for your time and attention on these issues. FSFSA was formed in 2002 by state employees previously covered by larger unions that we felt did not have our best interest at heart. Currently we are the only "Union" where all of the officers are active state employees elected by their peers. Since 2002 each year we propose changes to our initial contract and yet to ever have one of those articles passed by Legislators during impasse. None! We have no political action committees, lobbyist working for us, or special interest agendas, but what we do have is an association of state employees trying to improve the workplace. We do not ask you to make us rich, we ask you to help us survive and to take care of our families. We have members living on government assistance or in government housing. Many of our proposed changes have minimal or none at all impact on budgets, but they all have one thing in common.... They will improve morale of your employees.

Respectfully Submitted,

Tommy Price
President/ Wildland Firefighter
Florida State Fire Service Association

Article 13
HEALTH AND WELFARE

SECTION 1 – Insurance Benefits

(A) The state agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation.

(B) Upon retirement bargaining unit members retirement monthly premiums for family health and/or single coverage health insurance will be adjusted based on their monthly FRS pension payments. Single and/ or Family premiums for health coverage will not exceed established premium rates or 40% of the total pension payments to the retiree.

State _____
Date _____

Union _____
Date _____

Article 23
HOURS OF WORK AND OVERTIME

SECTION 4 – Work Day

(A) *Status Quo*

(B) Employees will not be required to work excess hours above the scheduled work day, except in the event of emergency response incidents, without prior planned written approval from the immediate supervisor.

(C) Any hours members are required to work over the scheduled work day hours for non-emergency response duties shall be deemed approved overtime by the supervisor.

(D) Any hours work performed on scheduled days off shall be deemed pre-approved overtime hours, except in the event these hours do not exceed contracted hours due to employee leave usage.

(E) Emergency response incident is defined as any incident that threatens public health, safety, and welfare that requires immediate attention by responders.

State _____
Date _____

Union _____
Date _____

Article 25
WAGES

SECTION 1 – General Wage Increase for Fiscal Year 2014-2015

(A) Based on funding in the Fiscal Year 2015-2016 General Appropriations Act all employees in the unit shall receive a general wage increase in the amount specified by the legislature.

(B) FSFSA request a competitive pay analysis to be completed by the agencies for all current position classifications covered under this agreement with like positions employed within the state, counties, and cities. Results of these studies shall be provided to the Speaker of the House and Senate President annually in the event of an impasse over Article 25 wages.

SECTION 2 Status Quo with Fiscal year changes

SECTION 3 Status Quo with Fiscal year changes

SECTION 4 Status Quo with Fiscal year changes

SECTION 5 Status Quo with Fiscal year changes

SECTION 6 – Special Pay Issues

To reduce increasing new employee turnover and agency training expenses to new employees unit members shall receive a competitive pay adjustment of \$1500 to each employee's June 30, 2015 base rate of pay.

SECTION 7 – Hazard/ Physical Hardship Duty pay additive

(A) When hazardous situations or physical hardships exist, bargaining unit members will receive an additional hourly pay adjustment of no less than 10% of hourly base rate per hour when performing such duties. Hazardous duty is defined as duty performed under circumstances which could result in serious injury or death. Duty involving a physical hardship is duty that may not in itself be hazardous, but could causes extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices or procedures in place.

SECTION 8 – Competitive Area Differential (CAD)

(A) Due to high turnover rate and to competitive market salaries for similar job duties, the FSFSA requests funding for critical competitive area differential in those areas agencies have identified high turnover and retention deficiencies.

(B) FSFSA request existing competitive area differentials be reviewed and increased accordingly to adjust for competitive "like" positions.

State _____
Date _____

Union _____
Date _____

Article 25
WAGES (Continued)

SECTION 9 – Shift Differential

(A) Bargaining unit members will receive a shift differential of 5% of their base salary pay per hour for evening shift work in excess of the normal work day.

(B) Bargaining unit members will receive a shift differential of 10% of their base salary pay per hour for midnight shift work in excess of the normal work day.

(C) Evening shift hours are defined as those hours from (1800) 6 PM to (2400) Midnight. Midnight shift hours are defined as those hours from (0001) midnight to (0600) 6AM.

(D) Shift differentials will not apply to those employees normally scheduled evening and midnight hours. Shift changes will be in accordance to Article 23 Section 2(B).

SECTION 10 – Trainer pay additive

(A) Bargaining unit members assigned duties to provide on the job or classroom training to co-workers shall receive a 10% of salary pay additive provided the training is part of an agency approved required training program and that such duties are not part of the customarily assigned duties of the position classification.

State _____
Date _____

Union _____
Date _____

Article 26
PROMOTIONS

SECTION 1 – Promotional step plan System

(A) All Agencies employing unit personnel will establish a promotional step system for each classification consisting of a minimum of (4) four promotional step opportunities for said positions.

(B) Promotional steps requirements will be based on but not limited to; time in service, training certifications, performance evaluations, and employee qualifications.

(C) Promotional steps shall be attainable, achievable, and clearly defined steps on what employee requirements are needed to promote within the organization.

(D) This systems intent is to increase employee morale, motivation, and commitment to improvement in the workplace.

(E) Promotional steps shall be based on completion of requirements for promotions and shall not be limited to position availability or funding. Agencies will utilize existing pay bands and pay grades position funding to implement this system.

State _____
Date _____

Union _____
Date _____



ISSUES AT IMPASSE – AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES COUNCIL 79

February 12, 2015

AFSCME Council 79's SUMMARY OF THE ISSUES

AFSCME Council 79 and the Governor – through DMS – are negotiating a successor collective bargaining agreement. The current agreement expires on June 30, 2015. Many articles were not reopened and of those opened agreement was reached in all but one, Article 25 - Wages.

This impasse is significant for AFSCME Council 79 and the over 48,000 state employees we represent due to the following:

1. **Article 25 - Wages**

- Overview: State employees have did not receive an increase last year.
- State Proposal: The State again has proposed no increases for State Employees.
- AFSCME Council 79 Proposal: A 12% increase across the board and a Cost of Living Adjustment Section to Article 25 that would mitigate losses/erosion of living standards of the employees. This COLA would increase salaries yearly with a minimum set at 2%¹. **AFSCME Council 79 stresses that this proposal was the Union's opening bid and was prepared to negotiate down however it was never given an opportunity due to the Governor's no increase position.**
- Argument: Florida State Employee Workforce -

¹ Minimum wage workers receive a cost of living raise every year as well as FRS and Social Security pensioners.

- Lowest ratio of all 50 states of employees full time - **93 per 10,000 in population** [National Average – 170] (DMS Report 2013-2014 page 7)
- Florida is 7th in the nation in terms of Fastest Growing Population Changes (DMS Report 2013-2014 page 6) and has now become the third highest populated state after California and Texas (U.S. Census Bureau) [This does not include the number of people that visit our state as tourists that state employees must service.]
- Since 2010 to 2014 the number of state employees, full time and part time positions, has been reduced by 14.6% (DMS Report 2013-2014 page 21)
- Since 2013 to 2014 the number of state employees, full time and part time positions, has been reduced by 2% (DMS Report 2013-2014 page 21)
- Since 2010 to 2014 the number of state employees, full time positions, has been reduced by 14.5% (DMS Report 2013-2014 page 22)
- Since 2013 to 2014 the number of state employees, full time positions, has been reduced by 1.9% (DMS Report 2013-2014 page 21)
- Wage Increases vs CPI:

Year	CPI ²	Wage Increase (decrease)
2006	3.2	0
2007	2.8	0
2008	3.8	0
2009	-.4	0
2010	1.6	0
2011	3.2	0
2012	2.1	(-3% FRS)
2013	1.5	\$1,400.00 for those below 40,000 base pay, \$1,000.00 for those above
2014	1.6	0
Total	19.4	0 (The raise of 2013 mitigated the pay-cut of 2012.)

- State Employees cannot keep sustaining an erosion in their standard of living/purchasing power/quality of life as the above data clearly illustrates. This dedicated workforce implements, enforces, and maintains, the laws, policies, regulations and protocols, that the elected leaders have decided upon which makes Florida the Great State it is. A fair increase in compensation is merited.
- State Employees are short staffed and over worked. Currently when an employee comes in to cover for others during their days off they earn Special Compensatory Time. To use that time they must put in a request that must be approved by management. Management is not approving the use of Special Comp. Time due

² Bureau of Labor Statistics; <http://data.bls.gov/timeseries/CUUROOOO0SAO>

to staffing shortages thus many state employees are forfeiting their earned time with no recourse. The following is the data provided by DMS illustrating the extent to which state employees are losing Earned Comp. Time:

<u>Agency</u>	<u>hours forfeited</u>
APD Persons with Dissability	11,670 hours
DACS Agriculture & Csmr Svc	1,096
DCF	47,495
DJJ	10,185
DOH	3,230
DC Corrections	4,222
HSMV	2,503
REV	731
DEO	4,926
FWC	3,295
DVA	11,067

Total of hours worked and lost by employees due to short staffing **100,420** in a one year period.

Conclusion: Fewer state employees are doing more work for lower compensation. Paying fair compensation and having enough employees to serve our citizens effectively is not expanding government but rather providing a government that the people deserve.

Respectfully Submitted,

Hector R. Ramos

Hector R. Ramos, Director,
AFSCME Council 79 Region 3

PBA: FHP/Law
Enforce./Spec. Agent



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

February 11, 2015

VIA ELECTRONIC MAIL

Senator Alan Hays, Co-Chair
Representative Charles Van Zant, Co-Chair
Joint Select Committee on Collective Bargaining
Governmental Oversight and Accountability Committee
404 South Monroe Street
Tallahassee, Florida 32399

**Re: Collective Bargaining Proposals of PBA for Law Enforcement Units:
Florida Highway Patrol, Law Enforcement Officer and Special Agent**

Dear Senator Hays and Representative Van Zant:

Attached you will find the collective bargaining proposals submitted by the Florida Police Benevolent Association, Inc., to Governor Scott and the Department of Management Services covering the three law enforcement bargaining units represented by the Florida PBA. The bargaining units are (1) the Florida Highway Patrol unit, (2) the Law Enforcement Officer unit and (3) the Special Agent [FDLE] unit. The proposals are submitted in legislative fashion and directed to the specific article and section of the contract sought to be modified by the Association.

As an examination of the impasse letter from DMS' chief negotiator indicates, Governor Scott and the PBA are at impasse on two major issues, wages and the special compensatory payment program for the three bargaining units. The special agent unit has a third impasse issue which deals with court appearance time. Obviously, the most significant of these impasse items is wages.

In order to assist you in resolving the impasse, the Florida PBA offers the following information and comments:

CONTACT PERSONS

Information relating to the PBA proposals and the reasons for such proposals available from two primary contact persons: (a) PBA Executive Director, Matt Puckett, matt@flpba.org, and (b) PBA General Counsel, Hal Johnson, hal@flpba.org.

MAJOR ISSUES

Wages (All Units - Article 25) – The Florida PBA’s wage proposal is largely an extension of its proposals from the last two years which were adopted, in part, by the Florida Legislature. The overall intent of the proposal continues to be to establish a competitive and cohesive pay system which ensures the wages are competitive and fair and further provides an equitable pay differentiation in salaries between veteran and less senior officers.

This proposal has three important components: (a) a general base salary adjustment consistent with that provided other state employees, (b) a special base salary adjustment for all state law enforcement personnel designed to enhance the competitiveness of such salaries, and (c) a continuing effort to address salary compression issues faced by the State’s veteran law enforcement personnel.

Special Compensatory Pay Option (SA Unit – Article 23 and FHP/LEO Unit–Article 18) – As the Florida Legislature is aware special compensatory leave and separation pay-outs for such leave are a financial issue with the State. This is especially true with respect to the State’s law enforcement agencies which function on a “24/7” basis. The PBA proposal is designed to allow agencies to establish pilot programs providing law enforcement personnel immediate pay for special compensatory time earned.

The Florida PBA’s leave payment option proposal is extremely limited. It is contingent on: (a) the availability of funds, and (b) the agency head’s discretion. It authorizes the agency to meet and negotiate with the PBA a plan for the payment of special compensatory leave as earned. The Association believes that a pay option program will permit agencies to ensure more of its officers are working and assisting the State’s citizens once the program is implemented.

Court Time (SA Unit – Article 24) – This is a very simple proposal. It increases minimum court time for special agents required to attend court or court-related responsibilities while off-duty. The minimum court time is currently two and one-half hours. The Association proposes the minimum be increased to four hours. The PBA’s four hour proposal is consistent with the minimum paid to officers in the Florida Highway Patrol and Law Enforcement units.



Senator Alan Hays, Co-Chair
Representative Charles Van Zant, Co-Chair
Joint Select Committee on Collective Bargaining
February 11, 2015
Page 3 of 3

Thank you for your consideration of the Florida PBA's bargaining proposals. We ask again that you please give serious consideration to granting your law enforcement personnel a wage adjustment that reflects their dedication and service to the citizens of Florida. We believe the special compensatory pay option proposal offers the State a unique way to test an alternative special compensatory leave system for possible future use by other state agencies.

Respectfully,



G. "Hal" Johnson
General Counsel

GHJ/dlt

Encl(s)

c: Michael Mattimore, DMS Chief Negotiator
Matt Puckett, PBA Executive Director
Michael Roddy, FDLEEA Chapter President
William Smith, FHP Chapter President
Scott Hoffman, LEO Chapter President



The Voice of Florida's Law Enforcement Officers



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

February 12, 2015

VIA ELECTRONIC MAIL

Senator Alan Hays, Co-Chair
Representative Charles Van Zant, Co-Chair
Joint Select Committee on Collective Bargaining
Governmental Oversight and Accountability Committee
404 South Monroe Street
Tallahassee, Florida 32399

Re: NOTICE OF INCORRECT CITATION OF ARTICLE, SPECIAL AGENT UNIT: ARTICLE 24, SECTION 2 – CALL-BACK

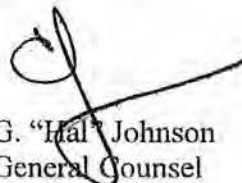
Dear Senator Hays and Representative Van Zant:

Please be advised the impasse letter dated February 11, 2015 from the Florida PBA incorrectly identifies as an impasse item Article 24, Section 3 relating to court appearance. The correct section of Article 24 at impasse is Section 2 relating to call-back.

The Florida PBA and DMS are continuing to work to resolve this issue. Hopefully by the February 16, 2015 impasse hearing, this issue will have been resolved.

Thank you.

Respectfully,



G. "Hal" Johnson
General Counsel

GHJ/dlt

c: Michael Mattimore, DMS Chief Negotiator

Florida Highway Patrol Unit

Impasse Proposals

Article 18 – Hours of Work

Section 6(c) – Special Compensatory Leave Pay

Article 25 – Wages

Section 2 – Special Pay Issue

**WORKING
DRAFT**

Florida Highway Patrol Unit

**PBA Proposal – Article 18 – Hours of Work
1-15-15**

*Article 18, Section 6, New Subsection (c)

(c) Special Compensatory Leave Payment Option

On or after July 1, 2015, contingent on the availability of funds and at the Agency's Head's discretion, each agency is authorized to enter into negotiations with PBA providing payment to an employee for special compensatory leave earned as provided for in Rule 60L-34, Florida Administrative Code or Section 6(A) of this Article. The terms of such agreement shall be set forth in a memorandum of agreement mutually agreed to by the Agency and PBA.

*Other sections of Article 18 remain unchanged from current language

**WORKING
DRAFT**

Florida Highway Patrol Unit

**PBA Proposal – Article 25 – Wages, Section 1 and 2
1-15-15**

***Article 25 - Section 1 – Pay Provision – General:**

(A) Pay shall be in accordance with the Fiscal Year ~~2014-2015~~2015-2016 General Appropriations Act.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year ~~2014-2015~~2015-2016 General Appropriations Act.

Section 2 – Special Pay Issue:

The state agrees to implement the Fiscal Year ~~2014-2015~~2015-2016 Special Pay Issue provided funded in Specific Appropriation 1981 in accordance with section 8(2)(d) of the Fiscal Year in the ~~2014-2015~~2015-2016 General Appropriations Act;

Effective July 1, 2015, each employee with less than seven years of sworn service shall receive a competitive pay adjustment of ~~5-3.0% percent~~ on the employee's June 30, 2015, base rate of pay or, at a minimum, an annual \$1200 increase in the employee's June 30, 2015 base rate of pay, whichever is greater.

Effective July 1, 2015, each employee with seven years or more of sworn service shall receive a competitive pay adjustment of 5.0% on the employee's June 30, 2015 base rate of pay or, at a minimum, an annual \$1500 increase in the employee's June 30, 2015 base rate of pay, whichever is greater.

*Other sections of Article 25 remain unchanged from current language

Law Enforcement Officers Unit

Impasse Proposals

Article 18 – Hours of Work

Section 6(c) – Special Compensatory Leave Pay

Article 25 – Wages

Section 2 – Special Pay Issue

**WORKING
DRAFT**

Law Enforcement Officers Unit

**PBA Proposal – Article 18 – Hours of Work
1-15-15**

*Article 18, Section 6, New Subsection (c)

(c) Special Compensatory Leave Payment Option

On or After July 1, 2015, contingent on the availability of funds and at the Agency's Head's discretion, each agency is authorized to enter into negotiations with PBA providing payment to an employee for special compensatory leave earned as provided for in Rule 60L-34, Florida Administrative Code or Section 6(A) of this Article. The terms of such agreement shall be set forth in a memorandum of agreement mutually agreed to by the Agency and PBA.

*Other sections of Article 18 remain unchanged from current language

**WORKING
DRAFT**

Law Enforcement Officers Unit

**PBA Proposal – Article 25 – Wages, Section 1 and 2
1-15-15**

*Article 25 - Section 1 – Pay Provision – General:

(A) Pay shall be in accordance with the Fiscal Year ~~2014-2015~~2015-2016 General Appropriations Act.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year ~~2014-2015~~2015-2016 General Appropriations Act.

Section 2 – Special Pay Issue:

The state agrees to implement the Fiscal Year ~~2014-2015~~2015-2016 Special Pay Issue provided funded in Specific Appropriation 1981 in accordance with section 8(2)(d) of the Fiscal Year in the ~~2014-2015~~2015-2016 General Appropriations Act;

Effective July 1, 2015, each employee with less than seven years of sworn service shall receive a competitive pay adjustment of ~~5-3.0% percent~~ on the employee's June 30, 2015, base rate of pay or, at a minimum, an annual \$1200 increase in the employee's June 30, 2015 base rate of pay, whichever is greater.

Effective July 1, 2015, each employee with seven years or more of sworn service shall receive a competitive pay adjustment of 5.0% on the employee's June 30, 2015 base rate of pay or, at a minimum, an annual \$1500 increase in the employee's June 30, 2015 base rate of pay, whichever is greater.

*Other sections of Article 25 remain unchanged from current language

Special Agent (FDLE) Unit

Impasse Proposals

Article 23 – Hours of Work

Section 4(c) – Special Compensatory Leave Pay

Article 24 – Court Appearance

Section 3 – Court Appearance

Article 25 – Wages

Section 2 – Special Pay Issue

**WORKING
DRAFT**

Special Agents Unit

**PBA Proposal – Article 23 – Hours of Work
1-15-15**

*Article 23, Section 4, New Subsection (c):

(c) Special Compensatory Leave Payment Option

On or after July 1, 2015, contingent on the availability of funds and at the Agency's Head's discretion, each agency is authorized to enter into negotiations with PBA providing payment to an employee for special compensatory leave earned as provided for in Rule 60L-34, Florida Administrative Code or Section 6(A) of this Article. The terms of such agreement shall be set forth in a memorandum of agreement mutually agreed to by the Agency and PBA.

*Other sections of Article 23 remain unchanged from current language

**WORKING
DRAFT**

Special Agents Unit

**PBA Proposal – Article 24 – Court Appearances
1-15-15**

*Article 24, Sections 2 and 3:

Section 2 – Call-Back

An employee called out to work at a time not contiguous with the employee's scheduled work hours shall be credited for actual time worked or a minimum of ~~two~~ four hours, whichever is greater.

Section 3 – Court Appearances

If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned work hours, the employee shall be credited for actual time worked, or a minimum of ~~two and one half~~ three hours, whichever is greater.

*Other sections of Article 24 remain unchanged from current language

**WORKING
DRAFT**

Special Agents Unit

**PBA Proposal – Article 25 – Wages, Section 1 and 2
1-15-15**

*Article 25 - Section 1 – Pay Provision – General:

(A) Pay shall be in accordance with the Fiscal Year ~~2014-2015~~2015-2016 General Appropriations Act.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year ~~2014-2015~~2015-2016 General Appropriations Act.

Section 2 – Special Pay Issue:

The state agrees to implement the Fiscal Year ~~2014-2015~~2015-2016 Special Pay Issue provided funded in Specific Appropriation 1981 in accordance with section 8(2)(d) of the Fiscal Year in the ~~2014-2015~~2015-2016 General Appropriations Act;

Effective July 1, 2015, each employee with less than seven years of sworn service shall receive a competitive pay adjustment of ~~5-3.0% percent~~ on the employee's June 30, 2015, base rate of pay or, at a minimum, an annual \$1200 increase in the employee's June 30, 2015 base rate of pay, whichever is greater.

Effective July 1, 2015, each employee with seven years or more of sworn service shall receive a competitive pay adjustment of 5.0% on the employee's June 30, 2015 base rate of pay or, at a minimum, an annual \$1500 increase in the employee's June 30, 2015 base rate of pay, whichever is greater.

*Other sections of Article 25 remain unchanged from current language

PBA: Lottery Law
Enforcement



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

February 11, 2015

VIA ELECTRONIC MAIL

Senator Alan Hays, Co-Chair
Representative Charles Van Zant, Co-Chair
Joint Select Committee on Collective Bargaining
Governmental Oversight and Accountability Committee
404 South Monroe Street
Tallahassee, Florida 32399

Re: Collective Bargaining Proposal of PBA for Lottery Law Enforcement Unit

Dear Senator Hays and Representative Van Zant:

Attached you will find the wage proposal submitted by the Florida Police Benevolent Association, Inc., to the Florida Lottery covering the law enforcement bargaining unit represented by the Florida PBA. This is a new (recertified) bargaining unit.

As an examination of the impasse letter from the Lottery's chief negotiator indicates, the Lottery and the PBA are at impasse on the issue of wages. The Florida PBA is seeking to have the Lottery special agents treated in the same manner as other state law enforcement officers in this year's wage proposal.

In order to assist you in resolving the impasse, the Florida PBA offers the following information and comments:

CONTACT PERSONS

Information relating to the PBA proposals and the reasons for such proposals available from two primary contact persons: (a) PBA Executive Director, Matt Puckett, matt@flpba.org, and (b) PBA General Counsel, Hal Johnson, hal@flpba.org.

ISSUE: WAGES (Article 22)

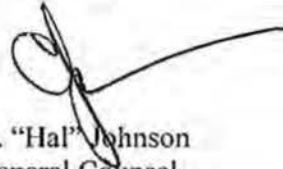
As previously stated, the Florida PBA's wage proposal is identical with the proposals of the PBA for its other units. The overall intent of the proposal is to begin to establish a competitive and cohesive pay system which ensures the wages are competitive and provide an equitable pay differentiation in salaries between veteran and less senior agents.

Senator Alan Hays, Co-Chair
Representative Charles Van Zant, Co-Chair
Joint Select Committee on Collective Bargaining
February 11, 2015
Page 2 of 2

This proposal has three important components: (a) a general base salary adjustment consistent with that provided other state employees, (b) a special base salary adjustment for Lottery law enforcement personnel designed to enhance the competitiveness of such salaries, and (c) a minor wage differentiation designed to address ongoing salary compression issues faced by the Lottery's veteran law enforcement personnel.

Thank you for your consideration of the Florida PBA's wage proposal. We ask again that you please give serious consideration to granting your Lottery law enforcement personnel a wage adjustment that reflects their dedication and service to the citizens of Florida.

Respectfully,



G. "Hal" Johnson
General Counsel

GHJ/dlt

Encl(s)

c: Michael Mattimore, DMS Chief Negotiator
Matt Puckett, PBA Executive Director
Scott Hoffman, LEO Chapter President



The Voice of Florida's Law Enforcement Officers

Lottery Law Enforcement Unit

Impasse Proposals

Article 22 – Wages

Section 2 – Special Pay Issue

Lottery Law Enforcement Officers Unit

**PBA Proposal – Article 22 – Wages, Section 2
1-28-15**

**WORKING
DRAFT**

*Article 25 - Pay Provision – General:

Section 2 – Special Pay Issue:

The Agency agrees to implement the Fiscal Year 2014-20152015-2016 Special Pay Issue provided in the 2014-20152015-2016 General Appropriations Act:

Effective July 1, 2015, each employee with less than seven years of sworn service shall receive a competitive pay adjustment of 3.0% on the employee's June 30, 2015, base rate of pay or, at a minimum, an annual \$1200 increase in the employee's June 30, 2015 base rate of pay, whichever is greater.

Effective July 1, 2015, each employee with seven years or more of sworn service shall receive a competitive pay adjustment of 5.0% on the employee's June 30, 2015 base rate of pay or, at a minimum, an annual \$1500 increase in the employee's June 30, 2015 base rate of pay, whichever is greater.

*Other sections of Article 22 remain unchanged from contract language proposed by the Lottery on January 28, 2015. Lottery proposed Sections 2-5 shall be renumbered.

Teamsters
Local Union 2011

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PATRICIA IRELAND

February 11, 2015

VIA EMAIL AND U.S. MAIL

Senator Alan Hays, Co-Chair
Representative Charles Van Zant, Co-Chair
Joint Select Committee on Collective Bargaining
402 S. Monroe St.
Tallahassee, FL 32399

Re: Articles at Impasse – Fiscal Year 2015-2016

Dear Senator Hays and Representative Van Zant:

This firm represents the Teamsters Local Union No. 2011 (“Teamsters”) for the purpose of collective bargaining negotiations with the State of Florida (“State”). This letter is submitted in response to your letter of February 6, 2015 requesting certain documentation.

The following articles are presently at impasse between the parties: Article 3 “Vacant,” Article 4 “No Discrimination,” Article 5 “Union Activities and Employee Representation,” Article 6 “Grievance Procedure,” Article 7 “Discipline and Discharge,” Article 8 “Workforce Reduction,” Article 9 “Reassignment, Transfer, Change in Duty Station,” Article 10 “Promotions,” Article 11 “Classification Review,” Article 12 “Personnel Records,” Article 13 “Safety,” Article 18 “Leaves of Absence,” Article 24 “On-Call Assignment and Call-Back,” Article 25 “Wages,” and Article 26 “Uniform and Insignia.”

Please see the enclosed documents, which include copies of the most recent proposals on the articles referenced above, a summary overview of the proposals, and a summary overview of the rationale behind the proposals.

The date at which the parties are declared to be at “impasse” is driven by statute, as opposed to natural termination of the parties’ negotiations. Accordingly, the Teamsters continue to discuss proposals on the remaining articles with the State in an attempt to resolve all outstanding issues. The Teamsters have reserved the right to amend any existing proposal enclosed herewith, and remain hopeful that additional articles will be removed from the legislature’s consideration prior to the final resolution of impasse.

Sincerely,



Holly E. Van Horsten, Esq.

Enclosures



Article	Summary of Most Recent Union Proposal	Rationale
Article 3 – Vacant (Dues Deduction)	Returning the language of the Dues Deduction Article that was completely stripped from the contract.	Having the language in the contract provides Officers with the security that the convenience of dues deduction will be available to them for the duration of the contract.
Article 5 – Union Activities and Employee Representation	Status Quo	No change in contract language necessary.
Article 6 – Grievance Procedure	<p>1. If the parties agree on grievance mediation, the time limits for arbitration must be preserved so the parties can pursue this cost-effective means of pre-arbitral dispute resolution.</p> <p>2. No restriction on an arbitrator’s appropriate and proper award of back pay based solely on a short, rarely-granted continuance of the arbitration hearing.</p> <p>3. A party desiring a transcript of an arbitration hearing is responsible for the cost of the transcript. The parties split the cost of a copy of the transcript for the arbitrator.</p> <p>4. No waiver of the right of a recently-promoted employee to have a dispute about the propriety of a discipline/termination resolved by way of a grievance process with “its terminal step a final and binding disposition by an impartial neutral.” F.S. § 447.401. “All public employees shall have the right to a fair and equitable grievance procedure....” F.S. § 447.401.</p> <p>5. Arbitrations concerning accusations of moral turpitude shall be determined by applying a clear and</p>	<p>1. This preserves the parties’ right to arbitration while simultaneously affording a cost-effective alternative means of dispute resolution.</p> <p>2. When an arbitrator finds that a suspension/termination was not just, and that the Officer is entitled to back pay, the Officer should not be punished by having to take a reduction in back pay for a short, infrequently requested/granted continuance of the hearing.</p> <p>3. It is only fair that the party desiring a transcript should pay for said transcript; and that the parties should share the cost if the arbitrator requests a copy.</p> <p>4. Removing the ability for a recently-promoted Officer to grieve improper discipline discourages qualified Officers from applying for promotions. It is a disincentive for an Officer, who is successful in his current position, to take a promotion if he loses his rights to grieve unfair discipline and can be dismissed without due process.</p> <p>5. It is against the weight of labor arbitration precedent to have a preponderance of the evidence standard in all cases. Arbitrators universally recognize that certain cases – like those involving accusations of moral turpitude – require a clear and convincing evidence standard. Not as high a burden as</p>

	convincing evidence standard.	criminal law, but something greater than a preponderance – or 51% – of the evidence.
Article 7 – Discipline and Discharge	<p>The Teamsters propose language to fix flaws in the disciplinary process that ultimately harm the Department and the Officers.</p> <p>1. No waiver of the right of a recently-promoted employee to have a dispute about the propriety of a discipline/termination resolved by way of a grievance process with “its terminal step a final and binding disposition by an impartial neutral.” F.S. § 447.401. “All public employees shall have the right to a fair and equitable grievance procedure....” F.S. § 447.401.</p> <p>2. If a written reprimand is not going to be subject to arbitration – an adjudication of the propriety of the discipline by an impartial neutral (F.S. § 447.401), it must not be used against an Officer after a certain amount of time, if the Officer is not subsequently disciplined for the same offense.</p> <p>3. An Officer must only be charged with violations for which the DOC has a <u>separate factual basis</u>.</p> <p>4. An Officer can elect to have special compensatory leave time deducted from his bank of hours – equal to the length of the disciplinary suspension – in lieu of serving an at-home suspension.</p>	<p>1. Removing the ability for a recently-promoted Officer to grieve improper discipline discourages qualified Officers from applying for promotions. It is a disincentive for an Officer, who is successful in his current position, to take a promotion if he loses his rights to grieve unfair discipline and can be dismissed without due process.</p> <p>2. This provides a level of fairness to the Officer because he cannot dispute the propriety of a written reprimand before an impartial neutral. It also provides a clear incentive for proper behavior rehabilitation and modification.</p> <p>3. The use of “cumulative” discipline severely undermines the fairness and effectiveness of the disciplinary process. Each and every time an employee engages in <u>any</u> disciplinary violation, he is charged with “conduct unbecoming” and “failure to follow a written or oral instruction.”</p> <p>4. This language would provide the DOC with the ability to discipline an Officer, but not lose manpower in a time of serious understaffing issues and overtime in excess of the amount budgeted. Also, the DOC has expressed an interest in reducing Officer’s special compensatory leave time banks and this would provide the DOC with such an opportunity. It also eliminates the potential for inconsistent application of the rule if it is by Officer request instead of only by DOC discretion.</p>
Article 8 – Workforce Reduction	The Teamsters propose that if the state privatizes DOC functions performed by bargaining unit members (the Officers), the contractor must offer employment qualified Officers and assume the terms and conditions of the contract for the remainder of its	For the sake of continuity in DOC operations, community safety, and employing experienced Officers, any contractor should be required to offer employment to the Officers working in the institution prior to subcontracting.

<p>Article 9 – Reassignment, Transfer, Change in Duty Station</p>	<p>duration.</p> <p>1. Officers must not be restricted in requesting a reassignment, transfer or change in duty station only from one major institution to another major institution.</p> <p>2. If an agency can involuntarily reassign, transfer or change the duty station of an Officer according to the needs of the agency, the agency must make a “good faith” effort to take such action only when dictated by the needs of the agency; the agency must also consider the needs and circumstances of the Officer before taking such action.</p> <p>3. When the DOC needs to reassign a probation officer to another office because the case load at that other office requires another officer, the DOC shall first seek volunteers and if there are no volunteers, the reassignment will be on the basis of seniority.</p> <p>4. Eliminating the waiver of an Officer’s right to grieve disputes (F.S. § 447.401) concerning the application of this Article.</p>	<p>It is only fair that the DOC not be able to rip an Officer from his current institution and move him, without meaningful constraints on the discretion to do so, as if he were a game piece instead of a person with an established home, family, and life in the community.</p>
<p>Article 10 - Promotions</p>	<p>The Teamsters proposal in response to the state’s proposed changes is forthcoming.</p>	
<p>Article 11 – Classification Review</p>	<p>Status Quo</p>	<p>No change in contract language necessary.</p>
<p>Article 12 – Personnel Records</p>	<p>Status Quo</p>	<p>No change in contract language necessary.</p>
<p>Article 13 - Safety</p>	<p>1. The State will abide by applicable statute and regulations with regard to state-owned vehicles.</p> <p>3. The parties acknowledge and agree that all safety equipment, including but not limited to bulletproof vests and</p>	<p>1. The <u>majority</u> of DOC vehicles are not in acceptable condition according to the DMS criteria. The <u>average</u> vehicle has over 151,000 miles on it & 77% of the vehicles are eligible for disposal based on DMS criteria.</p> <ul style="list-style-type: none"> • Officer received carbon monoxide

	<p>radios, provided to the bargaining unit members by the state must be properly maintained and in good working order.</p> <p>4. The agencies shall maintain proper staffing levels, including but not limited to maintaining critical levels. The agencies shall not engage in ghosting.</p> <p>5. Remove language in regard to a waiver of the right to grievance and arbitration – a permissive subject of bargaining.</p>	<p>poisoning from sitting in a vehicle with over 200,000 miles on it</p> <ul style="list-style-type: none"> • Vehicles, transporting prisoners, break-down on the side of the road <p>Functional and properly maintained vehicles are necessary to ensure officer safety.</p> <p>3. Proper staffing levels ensure the safety of the public, the officers, and the prisoners.</p> <p>4. The officers put their lives at risk for the safety of the community. Thus, they should be provided with safety equipment that meets manufacturer standards.</p> <p>5. A permissive subject of bargaining cannot be insisted to impasse. The State must remove the waiver from its proposal or obtain agreement from the Union on including the waiver, before the legislature decides which proposal will be operative for at least the next fiscal year.</p>
Article 18 – Leaves of Absence	Officer shall not be required to sacrifice his annual leave (vacation time) or regular compensatory leave (leave time provided to compensate for extra hours worked) by being forced to use special compensatory leave before such leave.	Many of the officers in the bargaining unit were permitted to accrue so many special compensatory leave hours (due to short staffing) that requiring the use of special comp before annual leave means that officer are not able – at any point of time during the year – to use annual leave, which means that they automatically lose the value of the annual leave
Article 24 – On-Call Assignment and Call-Back Pay	Status Quo	No change in contract language necessary.
Article 25 - Wages	<ol style="list-style-type: none"> 1. Pay Parity 2. A fair and equitable wage increase. 3. Correct the apparent oversight that left corrections officers out of FY 2013-2014 & 2014-2015 law enforcement officer wage increases in the General Appropriations Act. 	The Department cannot retain quality personnel if its wages for Officer, Sergeant, Lieutenant and Captain are so far below wages of other law enforcement officers. The Department ends up training and certifying officers and can leave the DOC and sometimes <u>double</u> their hourly wage! The attrition (turn-over) rate is just under <u>seventeen percent (17%)</u> and the institutions are already, as even the DOC admits, understaffed as it is.
Article 26 –	The DOC is mandating clear	Perhaps clear lunchboxes for Officers is a

<p>Uniform and Insignia</p>	<p>lunchboxes for Officer lunches; the rationale is to protect against contraband. DOC requires that Officers use lunchboxes purchased from the DOC staff canteen (store). These boxes are feeble and break. The Teamsters therefore propose that Officers be provided with replacement lunchboxes at no cost to them, or be allowed to purchase higher-quality boxes from other sources.</p>	<p>good idea if it actually works in combatting the entrance of contraband into the institution. It is hugely important to fight contraband. However, the lunchboxes the Department ordered are flimsy and prone to break. One the box <u>does</u> break, <u>the Officer is required to buy a replacement directly from and only from the DOC.</u> 1) If it is going to be required, Officers should not have to pay to replace insufficient craftsmanship; 2) if the reason for requiring the box is that it's clear, and clear helps combat contraband, there is no reason why must it be purchased from the DOC if a better, sturdier, and more effective model is available on the private market.</p> <ul style="list-style-type: none"> • Also, the Officers are aware of no documentation that supports the selection of the particular vendor based on competitive pricing, value and/or benefit.
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Article 3
VACANT

DUES DEDUCTION

(A) During the term of this Agreement, 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 the Union, or his designee to the state, from the pay of those employees in the bargaining units who individually make such request on a written check-off 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 of increase in dues in writing at least thirty (30) days prior to its effective date.

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

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

SECTION 2 – Remittance

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to the President of the Teamsters Local 2011 or his designee, by the respective agencies on either a biweekly or monthly cycle along with a list containing names, social security numbers, agency division, district, institution, and amount deducted, of the employees for whom the remittance is made.

SECTION 3 – Insufficient Pay for Deduction

In the event an employee's salary is 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 providing the state and the Union with thirty (30) days written notice that he is terminating the prior check-off authorization; (2) revoked pursuant to Section 447.507, Florida Statutes; (3) the termination of employment; or (4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, the Union shall, upon notice of the error, reimburse the employee for the deduction that were improperly withheld.

SECTION 5 – Identification

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 – Processing the Dues Check-off Authorization Form

(A) The Dues Check-off 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; (3) contain all the information required for processing prior to submission to the state.

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

(C) Forms that are: (1) incorrectly filled out or do not contain all the information necessary for payroll processing, (2) postdated, or (3) submitted to the state more than sixty (60) days following the date of the employee's signature will be returned to the Union.

Article 4
NO DISCRIMINATION

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

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

~~(B) The Union shall have the right to consult on issues of unlawful discrimination with the Step 1 Management Representative and/or designee(s), up through the Step 2 Management Representative and/or designee(s), to the Department of Management Services.~~

~~(B)~~ Any claim of unlawful discrimination by an employee against the state, its officials or representatives, except for grievances related to Union membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

~~(D)~~ The Union agrees to support the state's current affirmative action programs and efforts to comply with the Americans with Disabilities Act.

SECTION 2 – Non-Discrimination Policy – Union Membership

Neither the state nor the Union shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and neither the state nor the Union shall discriminate against an employee because of membership or non-membership in any employee organization.

Article 5
UNION ACTIVITIES AND EMPLOYEE REPRESENTATION

SECTION 1 - Definitions

(A) The term "employee" as used in this Agreement, shall mean an employee included in the bargaining unit represented by the Union.

(B) The term "Grievance Representative," as used in this Agreement, shall mean an employee designated by the President of the Union to investigate grievances at the Oral Step and to represent a grievant at the Oral Step and Step 1 meetings on grievances which have been properly filed under Article 6 of this Agreement, when the Union has been selected as the employee's representative.

SECTION 2 - Designation of Employee Representatives

(A) The President of the Union shall furnish to the state and keep up-to-date a list of Union Business Agents. The state will not recognize any person as a Business Agent whose name does not appear on the list.

(B) The Union shall select a reasonable number of employees to be Union Stewards. The Union shall furnish the state the name, official class title, name of employing agency, and specific work location of each employee designated to act as a Union Steward. The state shall not recognize an employee as an authorized Union Steward until such information has been received from the Union.

(C) Union Business Agents and Stewards may represent employees as Grievance Representatives.

SECTION 3 - Bulletin Boards

(A) Where requested in writing, the state agrees to furnish in state-controlled facilities to which employees are assigned, wall space not to exceed 4'x4' for Union-purchased bulletin boards of an equal size. Such bulletin boards will be placed at a state facility in an area normally accessible to, and frequented by, employees. Once a location has been established, it shall not be moved without notice. Where the Union currently maintains bulletin boards or bulletin board space, that practice shall continue.

(B) The use of Union bulletin board space is limited to 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 Agreement
- (7) Training and educational opportunities
- (8) Decisions reached through consultation meetings, as approved by 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, nor shall any posted material contain anything reflecting adversely on the state or any of its officers or employees.

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

(E) A violation of these provisions by a Union Business Agent, Steward or an authorized representative shall be a basis for removal of bulletin board privileges for that representative by the Department of Management Services.

SECTION 4 - Information

(A) Upon request of the Union on no more than on a quarterly basis, the state will provide it with personnel data from the state personnel database (People First). These data will include employees' names, home addresses, work locations, classification titles, and other data elements as identified by the Union that are not confidential under state law. This information will be prepared on the basis of the latest information available in the database at the time of the request.

(B) It is the state's policy to protect employee data exempt from public access under the provisions of Florida Statute 119.071(4) from inadvertent or improper disclosure. Such data include home addresses, telephone numbers, social security numbers, and dates of birth. The Union agrees, therefore, that these exempt data are provided for the sole and exclusive use of the Union in carrying out its role as certified bargaining agent. This information may not be relayed, sold, or transferred to a third party and may not be used by an entity or individual for any purpose other than Union business.

(C) Upon request and receipt of payment, the state shall provide accredited representatives information, documents, or other public records for the investigation of an employee's grievance.

SECTION 5 - Occupation Profiles and Rules

(A) The state will maintain on the Department of Management Services' website the occupation profiles and the Rules of the State Personnel System.

(B) In instances where the state determines that a revision to an occupation profile or occupational level for positions covered by this Agreement is needed, the Department of Management Services shall notify the Union in writing of the proposed changes. This procedure shall not constitute a waiver of the Union's right to bargain over such matters in accordance with Chapter 447, Part II, Florida Statutes and applicable law. The Union shall notify the Department of Management Services, in writing within ten calendar days of its receipt of written notification from the Department, of its comments concerning the proposed changes, or of its desire to discuss the proposed change(s). Failure of the Union to notify the Department of Management Services within this specified period shall constitute a waiver of the right to discuss the change(s).

SECTION 6 - Representative Access

(A) The state agrees that accredited representatives of the Union 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 – New Employee Orientation and Training Academies

The Union will be permitted a 15-minute presentation to address new employees at orientation and training academies. The Union may issue each new recruit a copy of the current Security Services Agreement, discuss the provisions of the Agreement, and programs available through the Union. A presentation may be made only once per academy class. The Union President or designee will be notified 14 days in advance of new employee training whenever practicable.

SECTION 8 - Consultation

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

(B) Upon request by the designated Union Staff Representative, the Agency Head and/or designee(s) and the Staff Representative, with not more than three Union representatives from the agency, shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a time and place to be designated by the Agency Head or his designee after consulting with the Union Staff Representative.

(C) Upon request by the designated Union Staff Representative, the Step 1 Management Representative and/or designee(s) and the designated Union Staff Representative, with not more than two 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 Step 1 Management Representative after consulting with the Union Staff Representative. A copy of all requests shall be served on both the agency and the Union at their principal offices.

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

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and agency activities affecting 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.

(F) An agency shall prepare a written response to issues raised during a consultation meeting within 30 days after the date of the meeting.

SECTION 9 – 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 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

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 and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 – Definitions

As used in this Article:

(A) “Grievance” shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement, filed on the appropriate form as contained in Appendix B of this Agreement.

(B) “Grievant” shall mean an 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 business days. “Business days” refers to the ordinary business hours, i.e., 8:00 a.m. until 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located. Furthermore, “business days” do not include any day observed as a holiday pursuant to section 110.117, Florida Statutes, holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Agreement, or day during a suspension of grievance processing as agreed in writing by the parties. “Business days” also do not include a day(s) on which the offices of DMS or any agency employing bargaining unit members are closed under an Executive Order of the Governor or otherwise for an emergency condition or disaster under the provisions of Rule 60L-34.0071(3)(e).

SECTION 2 – Election of Remedy and Representation

(A) If a grievant 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 grievant 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 grievant or the Union. In the case of any duplicate filing, the action first filed will be the one processed.

(B) A grievant 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 he shall be represented by the Union. If the grievant is represented by the Union, any decision agreed to by the state and Union shall be binding on the grievant.

(C) Where Union representation is requested by a grievant, the grievant’s representative shall be selected from the list of Union Grievance Representatives or Union Business Agents which has been provided to the state by the Union. When an employee has been appropriately designated to serve as a Grievance Representative and the state has been notified in accordance with Article 5,

Section 2 (B), the Grievance Representative shall be authorized to investigate grievances and represent grievants in accordance with this Article, subject to the following limitations:

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

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

(a) If a grievant selects a Grievance Representative to represent him in a grievance which has been properly filed in accordance with this Article, the Grievance Representative may be allowed a reasonable amount of annual or compensatory leave to investigate the grievance. Such annual or compensatory leave shall be subject to prior approval by the Grievance Representative's immediate supervisor; however, approval of such leave will not be withheld if the Grievance Representative can be allowed such time off without interfering with, or unduly hampering the operations of the unit to which the Grievance Representative is regularly assigned. The Grievance Representative's immediate supervisor will notify the grievant's supervisor prior to allowing the Grievance Representative time off to investigate the grievance.

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

(c) The Grievance Representative must be selected from Grievance Representatives within the same work unit as the grievant's work unit. If no Grievance Representative is located in the grievant's work unit, the Grievance Representative must be selected from the work unit located closest to the grievant's work location. In no case shall a Grievance Representative who is on duty be allowed to travel more than 50 miles from his official work location in order to investigate a grievance. Such travel limitation shall not apply when the Grievance Representative is not on duty.

(d) A Grievance Representative selected to represent a grievant as provided in this Article will be considered a required participant at the Step 1 grievance meeting.

(D) The grievant and the grievant'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, with a copy sent to the grievant and the grievant's representative.

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

(F) 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 are to be presented and handled promptly at the lowest level of supervision having the authority to adjust the grievances. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

(B) After 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, mediation, or arbitration hearing is held or requires reasonable travel time during the regular work hours of a grievant, a representative of the grievant, or any required witnesses, such hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of a participant's regular work hours shall not be deemed time worked. The state will not pay the expenses of any participants attending such meetings on behalf of the union.

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

(1) Oral Discussion

(a) An employee having a grievance may, within 15 days following the occurrence of the event giving rise to the grievance, initiate the grievance by presenting it orally to the Oral Step representative or by filing a written grievance at Step 1. The Oral Step representative 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 grievant or the grievant's representative if a meeting is deemed necessary by the Oral Step representative. The Oral Step representative shall communicate a decision to the grievant and the grievant's representative, if any, within 10 days following the date the grievance is received at the Oral Step.

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

(c) 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 in any step of this procedure may be extended in writing in any specific instance as long as necessary provided there is agreement by both sides.

(d) The Oral Step representative for correctional institutions shall be the Chief Correctional Officer or designee. The Oral Step representative for community corrections shall be the Circuit Administrator, or designee. The Oral Step representative for employees in the institutional security specialist series shall be the Security Chief or designee.

(2) Step 1

(a) If the grievant elects to utilize the oral discussion step and the grievance is not resolved, the grievant or the designated grievance representative may submit it in writing to the Step 1 management representative within 10 days following the receipt of the oral step decision. If

the grievant elects not to utilize the oral discussion provision of this section he may file a written grievance at Step 1, provided such written grievance is filed within 15 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the grievant or the designated grievance representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. 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 designated representative shall meet to discuss the grievance and shall communicate a decision in writing to the grievant and the grievant's representative, if any, within 15 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 grievant, 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 in any step of this procedure may be extended in writing in any specific instance as long as necessary provided there is agreement by both sides.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may submit it in writing to the Agency Head or designated representative within 10 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 designated representative may meet with the grievant and/or the grievant's representative to discuss the grievance. If the grievance is initiated at Step 2, the parties shall meet to discuss the grievance. The Agency Head or designated representative shall communicate a decision in writing to the grievant and the grievant's representative, if any, within 15 days following receipt of the written grievance.

(c) 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 in any step of this procedure may be extended in writing in any specific instance as long as necessary provided there is agreement by both sides.

(4) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the designated Union representative, or the grievant or his representative, if not represented by the Union, may appeal the grievance, in writing, to the Department of Management Services within 15 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 Department of Management Services shall discuss the grievance with the Union representative, or the grievant or representative if not represented by the Union. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1 above.

(b) The Department of Management Services shall communicate a decision in writing to the grievant and his representative within 15 days following receipt of the written grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the grievant, 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 in any step of this procedure may be extended in writing in any specific instance as long as necessary provided there is agreement by both sides.

(5) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

(6) Arbitration

(a) If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the President of the Union or a designated member of his staff may appeal the grievance to arbitration on a Request for Arbitration Form as contained in Appendix C within 10 days after receipt of the decision at Step 2. If a contract language dispute as described in (4) above is not resolved at Step 3, the President of the Union or a designated member of his staff may appeal the grievance to arbitration on a Request for Arbitration Form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial step, the Union refused to represent the grievant because he was not a dues-paying member of the Union, the grievant may appeal the grievance to arbitration.

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

(c) The arbitrator shall be one person from a panel of five arbitrators, selected by the state and the Union to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall schedule the arbitration hearing with the state and the Union representatives and the arbitrator listed next on the panel in rotation, and shall coordinate the arbitration hearing time, date, and location.

(d) Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration hearing shall be held in the City of Tallahassee.

(e) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, an expedited arbitration hearing shall be conducted to address only the arbitrability issue. In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (6)(c) above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The party losing the arbitrability issue shall pay the fees and expenses of the expedited arbitration. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (6)(c) of this Article to conduct a hearing on the substantive issue(s).

(f) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, 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 a decision not later than 22 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, ~~shall be determined by applying a preponderance of the evidence standard,~~ and shall set forth the arbitrator's opinion and conclusions on the 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 the decision strictly to the application and interpretation of the specific provisions of this Agreement.

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

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

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

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

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

a. An award for back pay shall not exceed the amount of pay the grievant would otherwise have earned at his regular rate of pay, shall be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits during the back pay period, shall not include punitive damages, and shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

~~b. If the Union is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five month period described in (6)(d), above, and the rescheduled date.~~

(g) 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. The arbitrator shall submit his fee statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract.

(h) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. ~~If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript and provide a photocopy to the arbitrator. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).~~ A party ordering a transcript shall be

responsible for the cost of said transcript. If one or both parties order a transcript, both parties shall split the cost of providing a copy of the transcript for the arbitrator.

(i) 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. A Step 2 or Step 3 answer that is not received by the Union by the written, agreed-to deadline does not alter the time limits for appealing a grievance to the next step.

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

SECTION 5 – Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union or an employee to process a grievance: (1) on 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, an appeal before a governmental board or agency, or a court proceeding.

(B) All grievances will be presented at the Oral Step or Step 1, 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 15 days following the occurrence of the event giving rise to the grievance.

(2) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against any employee. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. ~~The class action grievance shall list the employees adversely impacted by the dispute relating to the interpretation or application of the Agreement.~~ Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within 15 days of the occurrence of the event giving rise to the grievance.

~~(C) An employee who has not attained permanent status in his current position may only file non-discipline grievances. Non-discipline grievances filed by probationary employees are final and binding at Step 3 unless the processing of such grievances is further limited by specific provisions of this Agreement.~~

Article 7

DISCIPLINE AND DISCHARGE

SECTION 1 – Disciplinary Action

(A) An employee who has either: 1) attained permanent status in his current position; or 2) is serving a probationary period in a position to which he has received an internal agency promotion, may be disciplined only for cause as provided in section 110.227, Florida Statutes. Reductions in base pay, demotions, involuntary transfers ~~of more than 50 miles by highway~~, suspensions, and dismissals may be effected by the state at any time against any employee. Such actions against employees with permanent status in their current position and employees serving a probationary period in a position to which they have received an internal agency promotion, 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 required by the Rules of the State Personnel System shall not be grievable. Demotion will not be used as a form of disciplinary action for employees in the classes of Correctional Officer, Correctional Probation Officer, Correctional Probation Officer-Institution, or Institutional Security Specialist I. Disciplinary actions shall be subject to the grievance procedure as follows:

(1) The state may issue Memoranda of Record, Memoranda of Counseling, or Supervisory Counseling Memoranda, which are documentation of minor work deficiencies or conduct concerns that are maintained by a supervisor in a working file, for a period of time not to exceed one year from the date of issuance. Such documents are not discipline, are not grievable, and shall not become part of the employee's official personnel file; ~~however, such documentation may be used by the state at an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.~~ In Community Corrections, only the circuit administrator has the authority to issue Memoranda of Record, Memoranda of Counseling, and/or Supervisory Counseling Memoranda.

(2) Written reprimands may be grieved by employees with permanent status in their current position, and by employees serving a probationary period in a position to which they have received an internal agency promotion, up to Step 3 2; the decision at that level shall be final and binding.

(a) Since a written reprimand is not subject to arbitration, pursuant to the terms of this Article, it is only valid for a period of one-year after the date it is issued to an employee, and it is automatically invalid one-year and a day after its issuance.

(b) Although the written reprimand is automatically invalid one-year and a day after its issuance, by operation of this Article, an employee may request, in writing to the custodian of his personnel file, that the written reprimand be placed in an envelope in his personnel file. The envelope shall be sealed, stamped “NOT VALID,” and retained in the employee’s personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State. In the event that the written reprimand has been maintained as an electronic document, a note shall be added to the electronic document indicating that the written reprimand is invalid. Nothing in this paragraph shall be construed so as to undermine the automatic invalidity of the written reprimand one-year and a day after its issuance. A written reprimand is, by operation of this Article, automatically invalid one-year and a day after its issuance, and it is not necessary for an employee to request that the written reprimand be placed in an envelope and stamped “NOT VALID,” for it to be invalid.

(c) After a written reprimand becomes invalid, it shall not be used by the state as part of progressive discipline, nor shall it be used by the state in any subsequent discipline of the employee and/or disciplinary proceeding including but not limited administrative hearings, mediation, and arbitration.

(3) For all types of discipline besides written reprimands, the discipline shall remain valid for a period of time not to exceed five years after the date of issuance. The discipline is automatically invalid five-years and a day after the date it was issued, and it shall not be used by the state as part of progressive discipline, nor shall it be used by the state in any subsequent discipline of the employee and/or disciplinary proceeding including but not limited administrative hearings, mediation, and arbitration.

(4) The state may not charge an employee with more than one violation of applicable rules of conduct, administrative code, policies, procedures, guidelines, directives and/or statutes for an employee’s conduct (whether action or inaction) in regard to singular occurrence and/or transaction. The disciplinary authority must charge the employee with only one violation, and if the employee’s alleged conduct could potentially violate more than one statute, rule, policy, procedure and/or directive, the disciplinary authority must charge the employee with the violation that most specifically concerns the conduct at issue. It is within the disciplinary authority’s discretion to determine which violation most specifically concerns the conduct at issue.

(B) A complaint by an employee who is serving a probationary period in a position to which he has received an internal agency promotion concerning a reduction in base pay, suspension, involuntary transfer, demotion, 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 Agreement. An employee with permanent status in his current position may file an appeal of a reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, or dismissal with the Public Employees Relations Commission (“PERC”) within 21 calendar days after the date of receipt of notice of such action from the agency, by personal delivery or by certified mail, return receipt requested, under the provisions of section 110.227(5) and (6), Florida Statutes. In the alternative, a complaint by an employee with permanent status in his current position concerning a reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, 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 Agreement.

(C) Where a disciplinary action may be appealed to PERC ~~the Public Employees Relations Commission~~ and is also grievable under this Agreement, the employee 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. In the case of any duplicate filing, the action first filed will be the one processed.

(D) For disciplinary suspensions, the following shall apply:

(1) If the agency issues a disciplinary suspension to an employee and the employee files an appeal to PERC ~~the Public Employees Relations Commission (PERC)~~ in the required 21 calendar days from the date the employee receives the letter, or files a collective bargaining grievance within the time limits set forth in Article 6 of this Agreement, the agency shall have the option to stay the suspension for up to 90 calendar days pending a Recommended or Final Order by PERC, or a decision/award from an arbitrator. If the Department of Corrections agency stays the suspension, and PERC has not issued a Recommended or Final Order, or an arbitrator has not rendered a decision/award by the end of the period for which the suspension was stayed, the agency may proceed with the disciplinary suspension.

(2) In lieu of serving a disciplinary suspension, an agency employee, at his sole and exclusive discretion, may elect to have special compensatory leave equal to the length of a disciplinary suspension deducted from his employee’s leave balance in lieu of the employee serving the suspension. In making such determination, the agency shall take into consideration the preference of the employee as to serving the suspension or having leave deducted. If the employee does not have sufficient special compensatory leave, annual leave may be deducted. If there is not sufficient special compensatory or annual leave, the remainder of the period will be leave without pay. Employees from whom

leave is deducted will continue to report for duty. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

SECTION 2 – Interrogation during Internal Investigations

In the course of any internal investigation, the interrogation methods employed will be consistent with sections 112.532 and section 112.533, Florida Statutes.

(A) Definitions

For the purpose of this section the following definitions of terms as used in section 112.532, Florida Statutes, shall apply:

(1) "Interrogation" refers to a disciplinary investigation meeting with respect to an incident or complaint between a member of management or supervision, including an investigator, and an employee covered by this Agreement in which the information to be obtained at the investigation meeting will be the basis for the decision as to whether to suspend or dismiss the employee. It does not include counseling sessions, or investigations, which may result in lesser forms of disciplinary action or meetings at which the employee is solely being advised of intended disciplinary action, and offered an opportunity to explain why he should not be disciplined.

(2) "Complainants" refers to the complaining or charging party relative to an incident, complaint, or reason.

(B) Procedures

Whenever an employee covered by this Agreement is under investigation and subject to interrogation by members of his agency for any reason, which could lead to disciplinary action, suspension, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

(1) The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

(2) The interrogation shall take place either at the office of the command of the investigating officer or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

(3) The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all

persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time.

(4) The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.

(5) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary for both the employee and the representative.

(6) The employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

(7) The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(8) If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

(9) At the request of any employee under investigation, he shall have the right to be represented by counsel or any other representative of his choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for correctional service.

(10) Where the agency determines that a complaint is unsupported by the facts or is otherwise without merit, or determines that the facts are insufficient to charge or otherwise discipline the employee under investigation, such conclusion will be so noted as part of the investigative record. Written documents relative to the investigation are subject to the provisions of Article 12, Personnel Records.

(11) Where the employee is the subject of the investigation, the employee shall be provided the opportunity to review all written statements made by the complainant and witnesses immediately prior to the beginning of the investigation interview.

(C) Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his response during an investigation of

a complaint or allegation. If an employee is offered an opportunity to submit to a polygraph test, the employee's refusal will not be referred to in any final action taken by the agency.

(D) Alleged violations of the investigative rights provided for in this section by an employee or the Union shall be investigated by the agency. The agency shall provide the employee and the Union with an explanation concerning the alleged violation and corrective action taken, if any.

(E) The state will make a good faith effort to complete all internal investigations within 60 calendar days from the date the investigation is assigned to the investigator. Except in the case of a criminal investigation, the employee shall be notified in writing of any investigation that exceeds 120 calendar days. The employee under investigation shall be advised of the results of the investigation at its conclusion.

(F) The provisions of this section may be grieved in accordance with Article 6, up to Step 3 of the Grievance Procedure; the decision at that step shall be final and binding.

(G) In cases where the agency determines that the employee's absence from the work location is essential to the investigation and the employee cannot be reassigned to other duties pending completion of the investigation, the employee shall be placed on administrative leave in accordance with Rule 60L-34, Florida Administrative Code. In cases where an employee has been reassigned by the Department of Corrections pending the outcome of an investigation and the charges or allegations against the employee are not sustained, the reassigned employee shall be offered the option to return to the original work location and, if requested, the previously held shift and days off as soon as they become available. As an exception, the Department may retain the employee in the reassigned work location if it determines that information has been produced in the course of its investigation of the charges that evidences a substantial likelihood of interference with the operations of the work unit if the employee is returned to the original work location.

SECTION 3 – Employee Copy

Each employee shall be furnished a copy of all disciplinary entries placed in his 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 4 – Notice

Notice of reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal affecting an employee who has satisfactorily completed at least a one-year probationary period in his current position shall be in accordance with section 110.227(5), Florida Statutes. An employee who is serving a probationary period in a position to

which he has received an internal agency promotion shall receive written notice of a reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal at least 10 days prior to the date such action is to be taken. Subsequent to such notice, and prior to the date the action is to be taken, the affected employee shall be given an opportunity to appear before the agency or official taking the action to answer orally and in writing the charges against him or her. The notice to the employee required by this paragraph may be delivered to the employee personally or may be sent by certified mail with return receipt requested.

SECTION 5 – Representation

Where union representation is requested by an employee during an investigation by the agency Inspector General's Office, or during a predetermination conference, a union steward will be allowed a reasonable amount of accrued leave, other than sick leave, to attend such meetings, subject to prior approval by the steward's immediate supervisor. Such leave will be approved if the steward can be allowed leave without interfering with, or unduly hampering, the operations of the unit to which the steward is regularly assigned. Where an employee is represented by a Union Representative in a predetermination conference, the Union Representative shall be notified of the disposition of the predetermination conference.

Article 8
WORK FORCE REDUCTION

SECTION 1 - Layoffs

(A) When employees are to be laid off as defined in the Florida Statutes, the state shall implement such layoff in the following manner:

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

(2) Layoff shall be by class or occupational level within the Security Services Bargaining Unit.

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

(4) No employee with permanent status in his current position shall be laid off while an employee who does not hold permanent status in his current position is serving in that class or level unless the permanent employee does not elect to exercise his retention rights or does not meet the selective competition criteria.

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

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

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

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

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

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

(6) The layoff list shall be prepared by totaling retention points. Employees eligible for veterans' preference pursuant to section 295.07(1)(a) or (b), Florida Statutes, shall

have ten percent added to their total retention points, and those eligible pursuant to section 295.07(1)(c) or (d), Florida Statutes, shall have five percent added.

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

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

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

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

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

(c) The employee who is entitled to veterans' preference pursuant to section 295.07(1), Florida Statutes.

(10) An employee who has permanent status in his current position and is to be laid off shall be given at least 14 calendar days notice of such layoff or two weeks' pay, or a combination of days of notice and pay. Any payment will be made at the employee's current hourly base rate of pay. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within seven calendar days after receiving the notice of layoff, the employee shall have the right to request, in writing, a demotion or reassignment within the competitive area in lieu of layoff to a position in a class within the bargaining unit in which the employee held permanent status, or to a position in a class at the level of or below the class in the bargaining unit in which the employee held permanent status.

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

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

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

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

(C) If work performed by employees in this unit is to be performed by non-state employees; the state agrees to encourage the employing entity to consider any adversely affected unit employees for employment in its organization if the state has been unable to place the employees in other positions within the State Personnel 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 the bargaining unit that will be involved in a layoff, and of the scheduled closing of a correctional facility or specific unit thereof. Prior to the actual layoff or scheduled closing, the state will meet with the Union to discuss the effect of the lay off on the employees involved.~~

(A) In no event shall any bargaining unit employee who customarily performs the work in question be laid off as a direct and immediate result of the work being performed by any outside contractor on premises of any major institution or probation and parole office.

(B) If the state sells, leases, transfers or assigns any of its functions, the state shall inform the purchaser, lessee or successor of the exact terms of this Agreement and shall make the sale, lease, transfer or assignment conditional on the successor assuming all the conditions and obligations of this agreement, including but not limited to the retention of all employees. Any sale, lease, transfer or assignment shall include a provision requiring the successor to be bound by all the provisions of this agreement until its next expiration date, at which time the successor organization will recognize and negotiate with this union and no other employee organization.

SECTION 3 - Recall

When a vacancy occurs, or a new position is established, laid off employees shall be recalled in the following manner:

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

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

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

Teamsters Local 2011
Proposal – Article 8
December 16, 2014

Article 9

REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION

Employees who have attained permanent status in their current position and who meet all eligibility requirements shall have the opportunity to request reassignment, transfer, or change in duty station to vacant positions within their respective agencies 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, by highway, of his current duty station.

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

(D) "Reassignment" shall mean moving an employee from a position in one broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary.

(E) "Transfer" shall mean moving an employee from one geographic area of the state to a different geographic location in excess of 50 miles, by highway, from the employee's current duty station.

(F) "Agency needs" are those actions taken by an agency in order to meet its mission of protecting the public, providing a safe and humane environment for staff and offenders, working in partnership with the community to provide programs and services to offenders, and supervising offenders at a level of security commensurate with the danger they present.

(G) "Major institution" shall mean in the Department of Corrections, the main facility under the control of one warden, and will include the annexes, work camps, release centers, and other satellite/sister facilities under the authority of that main facility warden.

SECTION 2 - Procedures

(A) An employee who has attained permanent status in his current position may apply for a reassignment, transfer, or change in duty station on a Request for Reassignment, Transfer, or Change in Duty Station Form (supplied by the agency). Such requests shall indicate county(ies), institution(s), and/or other work location(s) or shift(s) to which the employee would like to be reassigned. ~~An employee may only request reassignment, transfer, or change in duty station from one major institution to another major institution in his agency.~~ A State of Florida Employment Application Form must be completed and sent with the Request 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 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 vacancy with the employee who has the greatest length of service in the broadband level and who has a Request for Reassignment Form on file for the vacancy. The parties agree, however, that other factors, such as employees' work history and agency needs, will be taken into consideration in making the decision as to whether the employee with the greatest length of service in the broadband level will be placed in the vacant position.

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

(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 canceled. No other request for reassignment may be filed by the employee under this Article for a period of 12 months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a request filed under this Article, the employee's request shall be canceled and the employee is not eligible to resubmit that request for a period of 12 months from the date the employee declined the offer of reassignment.

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

(A) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment, transfer, or change in duty station of an 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. For the Department of Corrections Article 23, Section 2(B)(2)a of this Agreement applies.

(B) In those instances where the Department of Corrections determines that an excessive caseload at a probation office requires the reassignment of an officer, the Department will consider requests from volunteers, employee seniority, and the needs of the agency in making such reassignment. such reassignment shall first be made on a volunteer basis, and next, on the basis of seniority with the least senior officer subject to reassignment.

SECTION 4 - Notice

An employee shall be given a minimum of 14 calendar days notice prior to the agency effecting any reassignment or transfer of the employee. In the case of a transfer, the agency will make a good faith effort to give a minimum of 30 calendar days notice. The parties agree, however, that these notice requirements shall not be required during an emergency or other extraordinary condition.

SECTION 5 -Relocation Allowance

An employee who is reassigned and required by agency policy to relocate his residence shall be granted time off with pay for one (1) workday for this purpose. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

~~SECTION 6 – Grievability~~

~~The provisions of this Article shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the Fiscal Year 2012-13 Teamsters – Security Services Unit Successor Agreement provisions of Section 2(E), Section 3, and Section 4 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 11

CLASSIFICATION REVIEW

(A) When an employee alleges that he is being regularly required to perform duties which are not included in the position description of his position, 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 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.

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

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

Article 12
PERSONNEL RECORDS

SECTION 1 - Personnel Files

(A) There shall be only one official personnel file for each employee, which shall be maintained by the employing agency. Information in an employee's official personnel file shall only refer to matters concerning (affecting) the employee's job or related to his state employment.

(B) If 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 answer will be attached to the file copy.

(C) An employee will have the right to review his official personnel file and any duplicate personnel files at reasonable times under the supervision of the designated records custodian, or may request a copy of his file which will be provided at no cost to the employee so long as such request is made no more frequently than every 12 months.

(D) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee's personnel file in error or is otherwise invalid, such document shall be placed in an envelope together with a letter of explanation. The envelope shall be sealed, stamped "NOT VALID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GS I-SL for State and Local Government Records, as promulgated by the Department of State. In the case of electronic records, a Personnel Action Request (PAR) that has been determined to be invalid shall have a note added to the PAR form indicating that the action was invalid.

Article 13
SAFETY

SECTION 1 – Safety Committee

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

(B) Where management has created a safety committee in a state-controlled facility, the 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) An employee who becomes 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.

(C) The state expressly agrees to abide by the terms of Chapter 287, Part II, Florida Statutes and Chapter 60B-1, Florida Administrative Code, with regard state-owned vehicles.

(D) The Department of Corrections agrees to abide by the terms of Procedure Number 604.201, including Specific Procedures 604.201(1)(c), under “Procurement of Vehicles,” 604.201(4), “Use and Control of Vehicles,” and 604.201(5), “General, Emergency, Major Repairs, and Preventative and Essential Maintenance,” which are fully incorporated herein by reference.

(E) Maintaining adequate security staffing levels is critically important to the safety of officers working in the Department’s correctional institutions and satellites. Under no circumstances will any shift, defined for use in this Paragraph as an employee’s regular daily work period, begin below Level I staffing or be allowed to go below this level except in rare cases of extreme emergency.

I. The Union has the right to raise and discuss issues of security staffing levels and/or the applicable region’s (or regions’) current DC6-292, but only with regard to impact of staffing levels on employee safety.

2. No employee in the bargaining unit covered by this Agreement shall be retaliated against or disciplined for reporting a concern about the adequacy of security staffing levels and his institution.

(F) The parties acknowledge and agree that all safety equipment, including but not limited to bulletproof vests and radios, provided to the bargaining unit members by the state must be properly maintained and in good working order.

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 Agreement, with the exception of complaints arising under the application or interpretation of Section 2(C)-(F) of this Article. Those complaints which arise in regard to the application or interpretation of Section 2(C)-(F) of this Article shall be subject to the entirety of the grievance and arbitration procedure in Article 6 of this Agreement.

SECTION 4 – Communicable Diseases

(A) In institutions, centers, and units in which inmates and/or patients with AIDS or other communicable diseases are isolated due to their condition, employees entering such areas shall have such protective wear and equipment made available to them as is made available to health care employees working in that area.

(B) Employees shall not be required to handle, examine, or test materials from the human body of inmates, offenders, or clients under their supervision except in accordance with the rules and regulations of the agency regarding the handling and testing of such materials.

(C) The agencies shall make available to employees a procedure to screen for tuberculosis (PPD SKIN TEST). Alternatively, the employee may at his own cost, have such test performed by a private physician and provide the results of the test to the agency.

SECTION 5 – Correctional Probation Officer Safety

Correctional probation officers, upon the approval of their immediate supervisor, shall be provided with the following safety equipment: bulletproof vest; and a hand-held radio; and/or a cellular telephone.

1. As a normal function of his position, a correctional probation officer may be required to engage in field supervision and investigation in a geographic area that lacks adequate cellular telephone reception to enable the officer to call for back-up and/or "911" in the event of a threat to his physical safety. Accordingly, if a probationer and/or parolee resides in an geographical area that lacks adequate cellular telephone reception,

the officer responsible for said probationer's and/or parolee's supervision will be permitted, upon request to his immediate supervisor, to carry a hand-held radio in addition to a cellular telephone in performing field supervision and investigation of said probationer and/or parolee.

2. An officer who is certified to carry a firearm, and chooses to carry, may be authorized to carry a firearm his department approved weapon while on duty. When carrying inside the probation and parole office the firearm shall, at all times, be concealed on the officer's person or secured in the official office lock-box immediately upon entering the probation and parole office.

The parties acknowledge that the Department of Corrections has included significant additional resources for radio communications system replacement and staffing, as well as funding of recurring costs for soft body armor, in its Fiscal Year 2013-14 Legislative Budget Request.

SECTION 6 – Personal Weapons

(A) The Department of Corrections may, upon written request, provide weapons lockers to employees who are also employed outside the Department as an auxiliary police officer or deputy and are required to carry these weapons to perform their duties.

(B) The Department of Corrections authorizes employees to carry one handgun to work in private vehicles and park such vehicles on the department grounds provided the handgun is secured in the vehicle and maintained in a standard handgun lockbox in accordance with the following:

- (1) Only one handgun per vehicle/per lockbox.
- (2) The handgun must be stored in a lockbox that is designed to hold a handgun and can be locked; an empty ammunition box or metal coin box, or a glove compartment are not lockboxes for this purpose.
- (3) The doors and windows of the vehicle must lock if the lockbox is kept in the cab of the vehicle. If the cab of the vehicle can be accessed from the trunk, the trunk must lock. The trunk must be locked at all times.
- (4) The lockbox cannot be placed in a metal toolbox on a truck.
- (5) For convertibles, the lockbox must be placed in the trunk. If the vehicle is a Jeep or similar vehicle, with no top and no trunk, the officer cannot carry a handgun.

(C) Only the ammunition necessary to load the handgun to capacity will be allowed in the lockbox. It is the officer's choice whether the handgun is loaded or the ammunition is separate, but both must be in the lockbox and locked.

(D) At no time will the employee leave the vehicle unlocked while the handgun is in the vehicle and parked on state grounds.

Article 18
LEAVES OF ABSENCE

SECTION 1-Leaves

(A) The parties specifically agree that the attendance and leave provisions as contained in Rule 60L-34, Florida Administrative Code, including the accrual, usage, and payment of sick and annual leave upon separation from Career Service employment shall apply to all employees.

(B) Employees shall not be required to use special compensatory leave prior to the use of annual leave and/or regular compensatory leave. Employees shall not be required to use special compensatory leave, or any other type of leave besides annual leave, for activities conducted pursuant to Section 2 below.

SECTION 2 -Negotiation Committee

(A) The Union may designate certain employees within this unit to serve as its Negotiation Committee, and such employees will be granted administrative leave to attend negotiating sessions with the state. An employee serving on the Negotiation Committee shall also be granted a maximum of eight (8) hours administrative leave to attend a negotiation preparatory meeting to be held the calendar day immediately preceding each scheduled negotiation session, provided that the negotiation preparatory meeting is held on what would otherwise be the employee's normal workday. No employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is in negotiations. The total number of hours, including the hours spent in negotiation preparatory meetings, paid all employees on the Union's Negotiation Committee shall not exceed one thousand (1000) hours. The time in attendance at such preparatory meetings and 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 preparatory meetings or negotiating sessions.

(B) No more than two (2) employees 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 shall have the right to request leave without pay, annual, or compensatory leave 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 24

ON-CALL ASSIGNMENT AND CALL-BACK

SECTION 1- On-Call

"On-call" assignment shall be as defined in Rule 60L-32, Florida Administrative Code.

SECTION 2 - On-Call Fee

(A) When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar (\$1.00) per hour for each hour such employee is required to be on-call. If an on-call period is less than one (1) hour, the time while on-call will be rounded to the nearest 1/4 hour and the employee will be paid twenty-five cents (\$0.25) for each one-fourth (1/4) hour of on-call assignment.

(B) 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 (1/4) of the statewide minimum for the employee's class or at the rate specified in the above paragraph, whichever is greater, for each eight (8) hour period such employee is required to be available.

SECTION 3 - Call-Back

(A) When an employee who has been placed on-call in accordance with Section 1 above, is called back to the work location to perform assigned duties, the employee shall be credited for actual time worked, or a minimum of two hours whichever is greater. If the officer in charge determines the officer is no longer needed, the officer will be given the option of leaving or working up to three hours. The rate of compensation shall be in accordance with the Rules of the State Personnel System.

(B) For employees assigned GPS (Global Positioning System) monitoring duties, time spent waiting from an initial call of a GPS violation until the GPS violation has been cleared will be considered time worked, up to a maximum of 15 minutes for each separate incident. While the statewide average to clear a call is 12 minutes, occasionally a call may take longer than 15 minutes to clear. Should this situation occur, the employee may request through their chain of command that the additional waiting time be considered time worked. Such requests shall be considered on a case-by-case basis. This wait time will be counted toward any overtime calculation. During the term of the contract the parties agree to meet and discuss GPS monitoring duties if the Union has any concerns with the program.

Article 25
WAGES

SECTION 1 – ~~General Pay Provisions~~ Parity of Pay

~~(A) Pay shall be in accordance with the Fiscal Year 2014-2015 General Appropriations Act.~~ Pursuant to Florida Statute § 944.023, the Department of Corrections (“DOC”) shall develop a comprehensive correctional master plan. As indicated by § 944.023(2), F.S., the master plan shall project the needs for the state correctional system for the coming 5-year period and shall be updated annually and submitted to the Governor’s office and the Legislature at the same time the department submits its legislative budget request as provided in chapter 216.

(1) Section 944.023(4)(g), F.S. requires the DOC to include in the comprehensive correctional master plan, a plan reflecting parity of pay or comparable economic benefits for correctional officers with that of law enforcement officers in this state, and an assessment of projected impacts on turnover rates within the department.

(2) The DOC hereby agrees to comply with its obligations under § 944.023(4)(g), F.S. If the Department of Corrections fails to meet its obligations under § 944.023(4)(g), F.S., the Union may bypass the Oral Discussion, Step 1, and Step 2 of the grievance process and file a grievance directly at Step 3 under Article 6, Section 3(E)(4) of this Agreement. If the grievance is not resolved at Step 3, the Union shall have the ability to proceed to Grievance Mediation and/or Arbitration pursuant to Article 6, Section 3(E)(5) and (6) of this Agreement.

~~(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2014-2015 General Appropriations Act.~~ In Fiscal Year 2013-2014, FDLE certified officers in this bargaining unit did not receive an increase to their base rate of pay, whereas FDLE certified officers outside of this bargaining unit with less than 5 total combined years of state service received a wage increase of 3% and those with 5 or more years total combined years of state service received a 5% wage increase. In the interest of achieving greater parity of pay, reducing attrition, and retaining quality personnel, all officers in this bargaining unit with less than 5 total combined years of state service in one or more of the classifications listed in Appendix A of this Agreement shall receive a pay adjustment of 3.0 percent on each employee’s June 30, 2015 base rate of pay, effective July 1, 2015. All officers in this bargaining unit with 5 or more years total combined years of state service in any one or more of the classifications listed in Appendix A of this Agreement of state service shall receive a pay adjustment of 5.0 percent on each employee’s June 30, 2015 base rate of pay, effective July 1, 2015.

(C) Again, in Fiscal Year 2014-2015, FDLE certified officers in this bargaining unit did not receive a wage increase to their base rate of pay, whereas FDLE certified officers outside of this bargaining unit received an unqualified 5% wage increase to their base rate of pay. In the interest of achieving greater parity of pay, reducing attrition, and retaining quality personnel, all officers in this bargaining unit shall receive a pay adjustment of 5.0 percent on each employee’s July 1, 2015 base rate of pay, effective July 2, 2015.

SECTION 2 – Other Pay Provisions – Department of Corrections

The following provisions shall apply to all appointments of Department of Corrections' employees to positions allocated to classifications or broadband levels listed in Appendix A of the Agreement, regardless of whether the appointee is a newly-hired employee or currently employed in another class series or occupational level in the State Personnel System. The pay grades and rates of pay shall be determined in accordance with the Schedule of Salary Ranges of the Career Service Pay Plan. An employee receiving an original, promotion, reassignment, transfer, or demotion appointment shall have a base rate of pay equal to an amount within the pay range, subject to the following:

(A) Initial Appointment

The following shall apply to all employees who are appointed to a position with probationary status:

(1) Persons appointed to a position prior to being certified by the Criminal Justice Standards and Training Commission will be employed at a biweekly base rate of pay at the established trainee rate 10% below the minimum for the class or broadband level to which the appointment is made.

(2) Upon being certified by the Criminal Justice Standards and Training Commission, the employee shall be placed at the minimum of the appropriate pay grade for the class or broadband level to which appointed, effective the date of certification. Appointments above the minimum may be approved by the Agency Head or designee.

(3) Persons holding a current Certificate of Completion for basic recruit training issued by the Criminal Justice Standards and Training Commission at the time of appointment will have their biweekly base rate of pay established at the minimum of the pay grade for the class or broadband level to which the appointment is made.

(4) The probationary period shall be 12 months for any employee appointed to a position with probationary status.

(5) Time spent as a trainee prior to receiving a Certification of Completion shall not be counted toward completion of the probationary period.

(B) Pay upon Promotion Appointment

When promoted the employee shall receive a minimum of five percent (5%) above the employee's base rate of pay in the lower class or broadband level, contingent upon funds being available, or to the minimum of the higher pay grade, whichever is greater at the time of

promotion. As an exception, when the employee is demoted and subsequently promoted back to the former classification or broadband level, or to a classification assigned to the same broadband level in the Security Services Unit, within the succeeding 12 months, the employee shall receive the same rate of pay upon promotion as was received immediately prior to demotion. The Agency Head may, at his discretion, grant the employee up to an additional five percent (5%) at the time of promotion. In no case shall the employee be paid below the minimum for the class or broadband level.

C) Pay upon Demotion Appointment

When demoted the employee's biweekly base rate of pay in the lower class or broadband level shall be determined in accordance with the following:

(1) If the employee is demoted before satisfactorily completing the probationary period for the current position and attaining permanent status, the employee's base rate of pay in the lower class/broadband level shall be determined in the same manner as an initial appointment.

(2) If the employee attained permanent status in a bargaining unit position prior to promotion, and is demoted before satisfactorily completing the probationary period for the higher class/broadband level, the employee's base rate of pay shall be reduced to the amount the employee was being paid when promoted.

(3) If the employee is demoted after satisfactorily completing the probationary period for the higher class/broadband level, the employee's base rate of pay shall be reduced to the amount the employee was being paid when promoted. The employee's pay in the lower pay grade shall be at the discretion of the Agency Head or designee. Normally, the employee's base rate of pay will be reduced to the same amount the employee was paid when promoted. However, in no case shall the employee's base rate of pay in the lower class/broadband level exceed the employee's base rate of pay in the higher class/broadband level, nor shall the employee be placed at an amount within the lower pay grade which is less than the employee was being paid at the time of the promotion.

SECTION 3 – Deployment to a Facility or Area Closed due to Emergency

~~In accordance with the authority provided in section 8(5)(k) of the Fiscal Year 2014-2015 General Appropriations Act, c~~Contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant a temporary special duties pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 4 – Cash Payout of Annual Leave

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

SECTION 5 – Performance Pay

~~In accordance with the authority provided in section 8(5)(j) of the Fiscal Year 2014-15 General Appropriations Act, and from existing agency resources, e~~Each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 6 – Savings Sharing Program

An employee or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

SECTION 7 – Discretionary Raises

Contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

Article 26

UNIFORM AND INSIGNIA

SECTION 1 - Uniform and Insignia for Correctional Officers and Institutional Security Specialists

Correctional officers and institutional security specialists, where applicable, shall receive 8 standard issue of uniforms and uniform accessories. The state shall provide uniforms for its female correctional officers and institutional security specialists in the appropriate Sizes, designed and cut for females.

SECTION 2 - Uniform Maintenance Allowance for Correctional Officers and Institutional Security Specialists

The state will provide unit correctional officers and institutional security specialists who are furnished and required to wear a uniform, a maintenance allowance in the amount of \$250.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the agency without cost to the employee; in addition, such correctional officers and institutional security specialists shall receive a shoe allowance in the amount of \$75.00 annually.

SECTION 3 - Badges

(A) Correctional officers and correctional probation officers shall be issued badges according to the following specifications:

(1) Badges issued to correctional officers below the rank of lieutenant shall be silver metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(2) Badges issued to correctional officers at the rank of lieutenant and above shall be gold metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(3) Badges issued to correctional probation officers shall be police size. These badges shall be carried in badge cases and in accordance with department procedure.

(B) Correctional officers are only authorized to wear issued badges with the correctional officer class "A" or "C" uniform, and only while performing official duties, or while in uniform and traveling to or returning from their official duty station.

(C) The use of an issued badge as a credential for personal purposes is prohibited.

(D) Issued badges are considered state property and, except for retirement under specific conditions or death in the line of duty, are to be returned upon an employee's termination of employment with the department or removal from a position in the Security Services Unit. Only badges, which are issued by the department, shall be used to conduct officially designated duties. Employees shall be responsible for reimbursing the department for any issued badge which is lost.

(E) Correctional officers and correctional probation officers who retire from the department

under honorable conditions from the Florida Retirement System, including retirement under medical disability, shall be authorized to retain their issued badge.

(F) The badge of a correctional officer or a correctional probation officer who is killed in the line of duty shall be presented to the employee's next of kin.

(G) Upon request, correctional officers and correctional probation officers who are promoted or transferred to other positions may retain their badge if they are in good standing with the department and pay the cost of the badge.

SECTION 4 – Class “A” Uniforms

Employees shall not be required to wear Class “A” uniforms while on hospital duty.

SECTION 5 – Lunchbox Allowance

The state acknowledges that bargaining unit employees working in major institutions are now being required to carry their lunch to the institution in a clear lunchbox in an effort to protect against contraband entering the institution. The state also acknowledges that acquiring a lunchbox and/or replacing a broken lunchbox is an additional cost to the employees. In an effort to offset this cost, employees shall be permitted to replace any broken lunchbox at the canteen at no cost to the officer, or in the alternative; officers shall be permitted to purchase a commercially-available clear lunchbox.

Correctional Agencies - Attrition (2013)

Agency	County	Total
State Corrections		
Department of Corrections, Region 1	Jackson	805
Department of Corrections, Region 2	Bradford	796
Department of Corrections, Region 3	Orange	858
Department of Corrections- Office of Inspector General	Leon	5
Florida State Hospital Correctional Staff	Gadsden	8
Florida State Hospital/Agency for Persons with Disabilities	Gadsden	6
North Florida Evaluation and Treatment Center	Alachua	6
County Corrections		
Escambia County Road Prison	Escambia	5
Jackson County Corrections Facility	Jackson	7
Miami-Dade County Department of Corrections & Rehabilitation	Dade	109
Okaloosa County Department of Corrections	Okaloosa	12
Orange County Corrections Department	Orange	79
Osceola County Corrections Department	Osceola	20
Volusia County Department of Corrections	Volusia	41
Walton County Department of Corrections	Walton	5
Private Corrections		
Bay Correctional Facility	Bay	40
Blackwater River Correctional Facility	Santa Rosa	119
CCA Citrus County Detention Facility	Citrus	14
Florida Civil Commitment Center	Desoto	25
Gadsden Correctional Institution	Gadsden	43
Geo Care/South Florida Evaluation and Treatment Center	Dade	6
Geo Care Treasure Coast Forensic Treatment Center	Martin	12
Graceville Correctional Facility	Jackson	56
Lake City Correctional Facility	Columbia	62
Moore Haven Correctional Facility	Glades	46
South Bay Correctional Facility	Palm Beach	65
Sheriff's Corrections		
Alachua County Sheriff's Office	Alachua	16
Baker County Sheriff's Office	Baker	4
Bay County Sheriff's Office	Bay	14
Bradford County Sheriff's Office	Bradford	2
Brevard County Sheriff's Office	Brevard	20
Broward County Sheriff's Office	Broward	27
Calhoun County Sheriff's Office	Calhoun	2
Charlotte County Sheriff's Office	Charlotte	12
Clay County Sheriff's Office	Clay	8
Collier County Sheriff's Office	Collier	14

Columbia County Sheriff's Office	Columbia	1
Desoto County Sheriff's Office	Desoto	7
Dixie County Sheriff's Office	Dixie	4
Jacksonville Sheriff's Office	Duval	66
Escambia County Sheriff's Office	Escambia	21
Flagler County Sheriff's Office	Flagler	8
Franklin County Sheriff's Office	Franklin	1
Gadsden County Sheriff's Office	Gadsden	6
Gilchrist County Sheriff's Office	Gilchrist	1
Glades County Sheriff's Office	Glades	6
Hamilton County Sheriff's Office	Hamilton	2
Hardee County Sheriff's Office	Hardee	3
Hendry County Sheriff's Office	Hendry	3
Hernando County Sheriff's Office	Hernando	5
Highlands County Sheriff's Office	Highlands	7
Hillsborough County Sheriff's Office	Hillsborough	57
Holmes County Sheriff's Office	Holmes	4
Indian River County Sheriff's Office	Indian River	11
Jefferson County Sheriff's Office	Jefferson	1
Lafayette County Sheriff's Office	Lafayette	2
Lake County Sheriff's Office	Lake	5
Lee County Sheriff's Office	Lee	18
Leon County Sheriff's Office	Leon	17
Levy County Sheriff's Office	Levy	1
Liberty County Sheriff's Office	Liberty	3
Madison County Sheriff's Office	Madison	1
Manatee County Sheriff's Office	Manatee	18
Marion County Sheriff's Office	Marion	11
Martin County Sheriff's Office	Martin	6
Monroe County Sheriff's Office	Monroe	13
Nassau County Sheriff's Office	Nassau	3
Okeechobee County Sheriff's Office	Okeechobee	3
Orange County Sheriff's Office	Orange	1
Palm Beach County Sheriff's Office	Palm Beach	15
Pasco County Sheriff's Office	Pasco	23
Pinellas County Sheriff's Office	Pinellas	45
Polk County Sheriff's Office	Polk	18
Putnam County Sheriff's Office	Putnam	9
Santa Rosa County Sheriff's Office	Santa Rosa	7
Sarasota County Sheriff's Office	Sarasota	5
Seminole County Sheriff's Office	Seminole	13
St. Johns County Sheriff's Office	St. Johns	8
St. Lucie County Sheriff's Office	St. Lucie	14
Sumter County Sheriff's Office	Sumter	14
Suwannee County Sheriff's Office	Suwannee	2
Taylor County Sheriff's Office	Taylor	2
Union County Sheriff's Office	Union	1

Wakulla County Sheriff's Office
Washington County Sheriff's Office

Wakulla 1
Washington 1

Correctional Agencies - Salary (2013)

Agency	Entry Min Salary	Sergeant Min Salary	Lieutenant Min Salary	Min Salary Increase (%)
State Corrections				
Department of Corrections	30,808	32,658	34,927	Not Applicable
Department of Corrections, Region 1	30,808	32,658	34,927	Not Applicable
Florida State Hospital Correctional Staff	30,808	32,658	34,927	Not Applicable
Florida State Hospital/Agency for Persons With Disabilities	30,808	32,658	34,927	Not Applicable
North Florida Evaluation and Treatment Center	32,208	32,657	34,927	Not Applicable
County Corrections				
Alachua County Department of Court Services	30,728	X	X	Not Applicable
Escambia County Road Prison	34,590	40,352	49,420	Not Applicable
Gulf County Jail	27,040	X	X	Not Applicable
Jackson County Correctional Facility	26,463	28,921	30,685	Not Applicable
Miami Dade County Department of Corrections & Rehabilitation Department	36,194	72,661	84,384	5
Okaloosa County Department of Corrections	33,634	35,992	40,426	Not Applicable
Orange County Corrections Department	34,341	44,533	53,498	Not Applicable
Osceola County Corrections Department	38,521	51,625	56,908	Not Applicable
Volusia County Department of Corrections	34,490	39,105	48,973	Not Applicable
Walton County Department of Corrections	34,530	43,562	52,000	1
Private Corrections				
Bay Correctional Facility	29,120	X	X	Not Applicable
Blackwater River Correctional Facility	14	16	19	Not Applicable
CCA Citrus County Detention Facility	31,168	35,859	40,700	Not Applicable
Florida Civil Commitment Center	29,099	X	43,650	Not Applicable
Gadsden Correctional Institution	27,040	29,993	X	Not Applicable
Geo Care Treasure Coast Forensic Treatment Center	36,000	0	0	Not Applicable
Geo Care/South Florida Evaluation and Treatment Center	31,000	41,000	41,000	Not Applicable
Graceville Correctional Facility	30,056	32,640	35,700	Not Applicable
Lake City Correctional Facility	29,474	38,257	40,200	Not Applicable

Moore Haven Correctional Facility	30,160	35,500	40,000	2
South Bay Correctional Facility	30,056	34,320	42,000	3

Sheriff's Corrections

Alachua County Sheriff's Office	33,862	47,213	61,963	Not Applicable
Baker County Sheriff's Office	32,034	40,675	46,755	Not Applicable
Bay County Sheriff's Office	30,000	40,000	45,000	Not Applicable
Bradford County Sheriff's Office	28,000	30,500	37,000	Not Applicable
Brevard County Sheriff's Office	36,004	52,289	61,154	Not Applicable
Broward County Sheriff's Office	41,474	50,361	52,577	Not Applicable
Charlotte County Sheriff's Office	39,520	51,134	68,555	Not Applicable
Clay County Sheriff's Office	34,650	46,974	54,827	Not Applicable
Collier County Sheriff's Office	41,645	52,097	81,809	Not Applicable
Columbia County Sheriff's Office	30,000	38,500	43,000	Not Applicable
Desoto County Sheriff's Office	33,469	40,021	51,775	Not Applicable
Dixie County Sheriff's Office	29,250	30,500	38,000	Not Applicable
Escambia County Sheriff's Office	33,882	43,187	50,797	Not Applicable
Flagler County Sheriff's Office	33,012	40,439	73,000	Not Applicable
Franklin County Sheriff's Office	3,000	30,500	31,000	Not Applicable
Gadsden County Sheriff's Office	30,000	40,628	45,000	Not Applicable
Gilchrist County Sheriff's Office	30,000	32,000	40,000	Not Applicable
Glades County Sheriff's Office	36,256	44,554	50,145	Not Applicable
Hamilton County Sheriff's Office	20,000	X	X	Not Applicable
Hardee County Sheriff's Office	33,009	35,509	42,494	Not Applicable
Hendry County Sheriff's Office	36,000	42,650	51,000	Not Applicable
Hernando County Sheriff's Office	39,401	55,840	78,107	Not Applicable
Highlands County Sheriff's Office	31,796	51,406	60,126	Not Applicable
Hillsborough County Sheriff's Office	44,335	70,456	83,407	1
Holmes County Sheriff's Office	22,500	23,500	X	Not Applicable
Indian River County Sheriff's Office	38,950	X	X	Not Applicable
Jackson County Sheriff's Office	28,000	29,120	30,120	2.5
Jacksonville Sheriff's Office	31,464	45,060	52,944	Not Applicable
Jefferson County Sheriff's Office	25,000	X	X	Not Applicable
Lafayette County Sheriff's Office	26,000	X	X	Not Applicable

Lake County Sheriff's Office	35,485	39,034	42,936	Not Applicable
Lee County Sheriff's Office	35,294	50,000	65,000	Not Applicable
Leon County Sheriff's Office	35,874	47,070	57,497	Not Applicable
Levy County Sheriff's Office	28,840	35,500	47,000	Not Applicable
Liberty County Sheriff's Office	30,000	35,000	40,000	0
Madison County Sheriff's Office	28,840	31,594	34,611	Not Applicable
Manatee County Sheriff's Office	40,785	66,901	81,368	Not Applicable
Marion County Sheriff's Office	28,521	44,109	50,441	Not Applicable
Martin County Sheriff's Office	42,120	62,462	90,459	Not Applicable
Monroe County Sheriff's Office	43,050	55,497	55,808	Not Applicable
Nassau County Sheriff's Office	32,000	45,000	56,000	Not Applicable
Okeechobee County Sheriff's Office	34,000	45,000	52,000	Not Applicable
Palm Beach County Sheriff's Office	47,220	73,440	95,676	4.5
Pasco County Sheriff's Office	39,581	54,846	74,410	Not Applicable
Pinellas County Sheriff's Office	41,284	62,285	75,780	Not Applicable
Polk County Sheriff's Office	38,506	56,941	66,552	3.5
Putnam County Sheriff's Office	29,120	36,000	50,000	Not Applicable
Santa Rosa County Sheriff's Office	30,560	36,380	43,426	Not Applicable
Sarasota County Sheriff's Office	38,000	60,000	68,257	3
Seminole County Sheriff's Office	36,089	45,077	59,113	3
St. Johns County Sheriff's Office	36,050	55,485	67,738	Not Applicable
St. Lucie County Sheriff's Office	38,722	66,688	78,141	Not Applicable
Sumter County Sheriff's Office	36,167	65,367	78,449	Not Applicable
Suwannee County Sheriff's Office	30,000	34,751	36,489	Not Applicable
Taylor County Sheriff's Office	32,305	33,000	33,000	Not Applicable
Union County Sheriff's Office	26,000	28,000	36,500	Not Applicable
Wakulla County Sheriff's Office	29,000	33,000	37,000	Not Applicable
Walton County Sheriff's Office	15	40,812	44,459	0
Washington County Sheriff's Office	28,538	34,115	44,620	Not Applicable

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[Title XXXI](#)
LABOR[Chapter 447](#)
LABOR ORGANIZATIONS[View Entire Chapter](#)**447.203 Definitions.**—As used in this part:

- (1) "Commission" means the Public Employees Relations Commission created by s. 447.205.
- (2) "Public employer" or "employer" means the state or any county, municipality, or special district or any subdivision or agency thereof which the commission determines has sufficient legal distinctiveness properly to carry out the functions of a public employer. With respect to all public employees determined by the commission as properly belonging to a statewide bargaining unit composed of State Career Service System employees or Selected Professional Service employees, the Governor shall be deemed to be the public employer; and the Board of Governors of the State University System, or the board's designee, shall be deemed to be the public employer with respect to all public employees of each constituent state university. The board of trustees of a community college shall be deemed to be the public employer with respect to all employees of the community college. The district school board shall be deemed to be the public employer with respect to all employees of the school district. The Board of Trustees of the Florida School for the Deaf and the Blind shall be deemed to be the public employer with respect to the academic and academic administrative personnel of the Florida School for the Deaf and the Blind. The Governor shall be deemed to be the public employer with respect to all employees in the Correctional Education Program of the Department of Corrections established pursuant to s. 944.801.
- (3) "Public employee" means any person employed by a public employer except:
- Those persons appointed by the Governor or elected by the people, agency heads, and members of boards and commissions.
 - Those persons holding positions by appointment or employment in the organized militia.
 - Those individuals acting as negotiating representatives for employer authorities.
 - Those persons who are designated by the commission as managerial or confidential employees pursuant to criteria contained herein.
 - Those persons holding positions of employment with the Florida Legislature.
 - Those persons who have been convicted of a crime and are inmates confined to institutions within the state.
 - Those persons appointed to inspection positions in federal/state fruit and vegetable inspection service whose conditions of appointment are affected by the following:
 - Federal license requirement.
 - Federal autonomy regarding investigation and disciplining of appointees.
 - Frequent transfers due to harvesting conditions.
 - Those persons employed by the Public Employees Relations Commission.
 - Those persons enrolled as undergraduate students in a state university who perform part-time work for the state university.
- (4) "Managerial employees" are those employees who:
- Perform jobs that are not of a routine, clerical, or ministerial nature and require the exercise of independent judgment in the performance of such jobs and to whom one or more of the following applies:
 - They formulate or assist in formulating policies which are applicable to bargaining unit employees.
 - They may reasonably be required on behalf of the employer to assist in the preparation for the conduct of collective bargaining negotiations.
 - They have a role in the administration of agreements resulting from collective bargaining negotiations.
 - They have a significant role in personnel administration.
 - They have a significant role in employee relations.
 - They are included in the definition of administrative personnel contained in s. 1012.01(3).
 - They have a significant role in the preparation or administration of budgets for any public agency or institution or subdivision thereof.
 - Serve as police chiefs, fire chiefs, or directors of public safety of any police, fire, or public safety department. Other police officers, as defined in s. 943.10(1), and firefighters, as defined in s. 633.102, may be determined by the commission to be managerial employees of such departments. In making such determinations, the commission shall consider, in addition to the criteria established in paragraph (a), the paramilitary organizational structure of the department involved.
- However, in determining whether an individual is a managerial employee pursuant to paragraph (a) or paragraph (b), above, the commission may consider historic relationships of the employee to the public employer and to coemployees.
- (5) "Confidential employees" are persons who act in a confidential capacity to assist or aid managerial employees as defined in subsection (4).
- (6) "Strike" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.
- (7) "Strike funds" are any appropriations by an employee organization which are established to directly or indirectly aid any employee or employee organization to participate in a strike in the state.
- (8) "Bargaining unit" means either that unit determined by the commission, that unit determined through local regulations promulgated pursuant to s. 447.603, or that unit determined by the public employer and the public employee organization and approved by the commission to be appropriate for the purposes of collective bargaining. However, no bargaining unit shall be defined as appropriate which includes employees of two employers that are not departments or divisions of the state, a county, a municipality, or other political entity.
- (9) "Chief executive officer" for the state shall mean the Governor and for other public employers shall mean the person, whether elected or

appointed, who is responsible to the legislative body of the public employer for the administration of the governmental affairs of the public employer.

(10) "Legislative body" means the State Legislature, the board of county commissioners, the district school board, the governing body of a municipality, or the governing body of an instrumentality or unit of government having authority to appropriate funds and establish policy governing the terms and conditions of employment and which, as the case may be, is the appropriate legislative body for the bargaining unit. For purposes of s. 447.403, the Board of Governors of the State University System, or the board's designee, shall be deemed to be the legislative body with respect to all employees of each constituent state university. For purposes of s. 447.403 the board of trustees of a community college shall be deemed to be the legislative body with respect to all employees of the community college.

(11) "Employee organization" or "organization" means any labor organization, union, association, fraternal order, occupational or professional society, or group, however organized or constituted, which represents, or seeks to represent, any public employee or group of public employees concerning any matters relating to their employment relationship with a public employer.

(12) "Bargaining agent" means the employee organization which has been certified by the commission as representing the employees in the bargaining unit, as provided in s. 447.307, or its representative.

(13) "Professional employee" means:

(a) Any employee engaged in work in any two or more of the following categories:

1. Work predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work;
2. Work involving the consistent exercise of discretion and judgment in its performance;
3. Work of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; and
4. Work requiring advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education, an apprenticeship, or training in the performance of routine mental or physical processes.

(b) Any employee who:

1. Has completed the course of specialized intellectual instruction and study described in subparagraph 4. of paragraph (a); and
2. Is performing related work under supervision of a professional person to qualify to become a professional employee as defined in paragraph (a).

(14) "Collective bargaining" means the performance of the mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning the terms and conditions of employment, except that neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this part.

(15) "Membership dues deduction" means the practice of a public employer of deducting dues and uniform assessments from the salary or wages of a public employee. Such term also means the practice of a public employer of transmitting the sums so deducted to such employee organization.

(16) "Civil service" means any career, civil, or merit system used by any public employer.

(17) "Good faith bargaining" shall mean, but not be limited to, the willingness of both parties to meet at reasonable times and places, as mutually agreed upon, in order to discuss issues which are proper subjects of bargaining, with the intent of reaching a common accord. It shall include an obligation for both parties to participate actively in the negotiations with an open mind and a sincere desire, as well as making a sincere effort, to resolve differences and come to an agreement. In determining whether a party failed to bargain in good faith, the commission shall consider the total conduct of the parties during negotiations as well as the specific incidents of alleged bad faith. Incidents indicative of bad faith shall include, but not be limited to, the following occurrences:

- (a) Failure to meet at reasonable times and places with representatives of the other party for the purpose of negotiations.
- (b) Placing unreasonable restrictions on the other party as a prerequisite to meeting.
- (c) Failure to discuss bargainable issues.
- (d) Refusing, upon reasonable written request, to provide public information, excluding work products as defined in s. 447.605.
- (e) Refusing to negotiate because of an unwanted person on the opposing negotiating team.
- (f) Negotiating directly with employees rather than with their certified bargaining agent.
- (g) Refusing to reduce a total agreement to writing.

(18) "Student representative" means the representative selected by each community college or university student government association. Each representative may be present at all negotiating sessions that take place between the appropriate public employer and an exclusive bargaining agent. The representative must be enrolled as a student with at least 8 credit hours in the respective community college or university during his or her term as student representative.

History.—s. 3, ch. 74-100; s. 1, ch. 76-39; s. 1, ch. 76-214; s. 1, ch. 76-269; s. 1, ch. 77-174; s. 6, ch. 77-343; s. 1, ch. 79-100; s. 118, ch. 79-222; s. 2, ch. 81-305; ss. 10, 12, ch. 85-241; s. 12, ch. 85-318; s. 5, ch. 86-145; s. 35, ch. 89-526; s. 12, ch. 90-365; s. 21, ch. 91-55; s. 14, ch. 91-269; s. 1, ch. 94-89; s. 12, ch. 95-325; s. 152, ch. 97-103; s. 1, ch. 2000-156; s. 1006, ch. 2002-387; s. 52, ch. 2007-217; s. 140, ch. 2013-183.

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LABOR ORGANIZATIONS

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447.401 **Grievance procedures.**—Each public employer and bargaining agent shall negotiate a grievance procedure to be used for the settlement of disputes between employer and employee, or group of employees, involving the interpretation or application of a collective bargaining agreement. Such grievance procedure shall have as its terminal step a final and binding disposition by an impartial neutral, mutually selected by the parties; however, when the issue under appeal is an allegation of abuse, abandonment, or neglect by an employee under s. 39.201 or s. 415.1034, the grievance may not be decided until the abuse, abandonment, or neglect of a child has been judicially determined. However, an arbiter or other neutral shall not have the power to add to, subtract from, modify, or alter the terms of a collective bargaining agreement. If an employee organization is certified as the bargaining agent of a unit, the grievance procedure then in existence may be the subject of collective bargaining, and any agreement which is reached shall supersede the previously existing procedure. All public employees shall have the right to a fair and equitable grievance procedure administered without regard to membership or nonmembership in any organization, except that certified employee organizations shall not be required to process grievances for employees who are not members of the organization. A career service employee shall have the option of utilizing the civil service appeal procedure, an unfair labor practice procedure, or a grievance procedure established under this section, but such employee is precluded from availing himself or herself to more than one of these procedures.

History.—s. 3, ch. 74-100; s. 1, ch. 74-378; s. 14, ch. 77-343; s. 38, ch. 87-238; s. 12, ch. 88-290; s. 32, ch. 91-57; s. 135, ch. 95-418; s. 156, ch. 97-103; s. 154, ch. 98-403; s. 101, ch. 2000-349.

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