



Joint Select Committee on Collective Bargaining

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

**Meeting Packet
Materials Submitted by:
Department of Management Services**

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

Cover Letter



FLORIDA DEPARTMENT OF

management SERVICES

We serve those who serve Florida

Office of the General Counsel
4050 Esplanade Way, Suite 160
Tallahassee, FL 32399-0950
Tel: 850-487-1082 | Fax: 850-922-6312

Rick Scott, Governor

Chad Poppell, Secretary

February 11, 2015

The Florida Legislature
Joint Select Committee on Collective Bargaining
218 House Office Building
402 South Monroe Street
Tallahassee, Florida 32399-1300

Re: Impasse of Fiscal Year 2015-16 Collective Bargaining Negotiations between
the State of Florida and All Parties at Impasse

Dear Members:

Please find the enclosed materials in response to the Joint Select Committee on Collective Bargaining's February 6, 2015, Notice of Public Hearing regarding the issues at impasse between the State of Florida and all parties at impasse pursuant to sections 216.163 and 447.403, Florida Statutes (2014). These materials include an overview of the collective bargaining units and state employee union membership, the state's notice of impasse to the Florida Legislature, the state and union proposals currently at impasse for each collective bargaining unit, the state's costing of union proposals, and the current status of negotiations.

Thank you for the opportunity to present this information to the Committee.

Respectfully submitted,

Michael Mattimore
Chief Labor Negotiator

MM/psr

Enclosures

cc: Mike Hogan, Chairman, Public Employees Relations Commission
Ben Gibson, Assistant General Counsel, Executive Office of Governor Rick Scott
Renee Tondee, Policy Coordinator, Office of Policy and Budget
Chad Poppell, Secretary, Department of Management Services
Bruce Conroy, General Counsel, Department of Management Services
Sharon Larson, Director, Human Resource Management, Department of Management Services
Marlene Williams, Legislative Affairs Director, Department of Management Services

OVERVIEW OF COLLECTIVE BARGAINING UNITS

(Statistics for Represented Employees and Dues-Paying Members as of January 13, 2015)

American Federation of State, County and Municipal Employees (AFSCME)

The Master Contract covers four bargaining units:

Administrative and Clerical Unit – Includes Career Service employees whose work involves the keeping or examination of records and accounts, or general office work. All state agencies employ members of this unit.

Operational Services Unit – Includes Career Service laborers and artisans, as well as technicians, mechanics, operators, and service workers. All state agencies except the Agency for Health Care Administration, the Florida Commission on Offender Review, the Public Service Commission, and the Departments of Legal Affairs, and Elder Affairs employ members of this unit.

Human Services Unit – Includes Career Service employees involved in human or institutional services. The Departments of Corrections, Children and Families, Economic Opportunity, Education, Health, Juvenile Justice, Military Affairs, Veterans' Affairs, the Agency for Persons with Disabilities, and the School for the Deaf and Blind employ members of this unit.

Professional Unit – Includes non-health care Career Service professional employees whose work requires the consistent exercise of discretion and judgment in its performance. Work is predominately intellectual and varied in character, and requires knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study. All state agencies employ members of this unit.

Includes 48,401 represented employees; 1,436 dues-paying members.

Federation of Physicians and Dentists – SES Physicians Unit

Includes 155 physicians and senior physicians in the Selected Exempt Service; 23 dues-paying members. The Agency for Persons with Disabilities, and the Departments of Corrections, Children and Families, Education, Health, and Juvenile Justice employ members of this unit.

Federation of Physicians and Dentists – SES Supervisory Non-Professional Unit

Includes 1,284 non-professional supervisory employees in the Selected Exempt Service; 31 dues-paying members. All state agencies except the Florida Commission on Offender Review employ members of this unit.

State Employees Attorneys Guild – SES Attorneys Unit

Includes 718 attorneys and senior attorneys in the Selected Exempt Service who are not supervisory, or designated confidential or managerial, and are required as a condition of employment to be members of the Florida Bar; 5 dues-paying members. All agencies except the Departments of Citrus, Legal Affairs, Veterans' Affairs, and the School for the Deaf and Blind employ members of this unit.

Florida Nurses Association – Professional Health Care Unit

Includes 3,013 professional Career Service employees engaged in direct health care activities; 272 dues-paying members. The Agency for Health Care Administration, the Agency for Persons with Disabilities, and the Departments of Business and Professional Regulation, Corrections, Children and Families, Elder Affairs, Financial Services, Health, Juvenile Justice, Veterans' Affairs, and the School for the Deaf and Blind employ members of this unit.

Florida State Fire Service Association – Fire Service Unit

Includes 580 Career Service uniformed firefighters and supervisors whose primary duties include fire prevention, fire suppression, and fire training and instruction; 222 dues-paying members. The Agency for Health Care Administration and the Departments of Agriculture and Consumer Services, Children and Families, Financial Services, and Military Affairs employ members of this unit.

Police Benevolent Association – Law Enforcement Unit

Includes 1,183 Career Service sworn law enforcement officers and supervisors of law enforcement officers, except those members of the Department of Highway Safety and Motor Vehicles; 364 dues-paying members. The Departments of Agriculture and Consumer Services, Business and Professional Regulation, Financial Services, Law Enforcement, Legal Affairs, the School for the Deaf and Blind, and the Fish & Wildlife Conservation Commission employ members in this unit.

Police Benevolent Association – Florida Highway Patrol Unit

Includes 1,709 Career Service sworn law enforcement officers of the Department of Highway Safety and Motor Vehicles; 740 dues-paying members.

Police Benevolent Association – Special Agent Unit

Includes 235 Career Service professional, sworn law enforcement investigators in the Florida Department of Law Enforcement, whose primary duties involve conducting criminal investigations of suspected law violations primarily connected with organized crime, and/or providing other specialized law enforcement services, including the investigation of other law enforcement officers; 153 dues-paying members.

Teamsters Local Union No. 2011 – Security Services Unit

Includes 17,521 Career Service employees whose primary duties involve the direct care, custody, and control of persons involuntarily confined in state institutions; or the supervised custody, surveillance, and control of assigned probationers and parolees; 4,247 dues-paying members. The Department of Corrections, the Department of Children and Families, and the Agency for Persons with Disabilities employ members of this bargaining unit.

**Declaration of
Statutory Impasse**



FLORIDA DEPARTMENT of

**management
SERVICES**

We serve those who serve Florida

Office of Policy and Budget
1000 Government Mall, 4th Floor
Tallahassee, Florida 32304-1100
Tel: 904-487-1000 | Fax: 904-487-1000

State of Florida, Tallahassee

Office of Policy and Budget

January 30, 2015

The Honorable Andy Gardiner, President
The Florida Senate
409, The Capitol
404 South Monroe Street
Tallahassee, Florida 32399-1100

The Honorable Steve Crisafulli, Speaker
Florida House of Representatives
420, The Capitol
402 South Monroe Street
Tallahassee, Florida 32399-1300

Re: Notification of Collective Bargaining Impasse

Dear President Gardiner and Speaker Crisafulli:

An impasse has occurred in the collective bargaining negotiations between the Governor and the seven employee associations representing 13 bargaining units of state employees, pursuant to section 216.163(6), Florida Statutes. We will submit the list of collective bargaining contract articles on which the parties have not reached agreement on February 4 in accordance with section 447.403(5), Florida Statutes.

If you have questions or concerns, please contact me at 561-3503, or Jim Parry, Assistant General Counsel for the Department of Management Services, at 414-7646.

Sincerely,

Michael Mattimore
Chief Labor Negotiator

MM/psr

cc: Mike Hogan, Chairman, Public Employees Relations Commission
Ben Gibson, Assistant General Counsel, Executive Office of Governor Rick Scott
Renee Tondee, Policy Coordinator, Office of Policy and Budget
Chad Poppell, Secretary, Department of Management Services
Bruce Conroy, General Counsel, Department of Management Services
Sharon Larson, Director, Human Resource Management, Department of Management Services
Marlene Williams, Legislative Affairs Director, Department of Management Services
Collective Bargaining Agent Representatives



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4050 Esplanade Way, Suite 160
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Rick Scott, Governor

Chad Poppell, Secretary

February 4, 2015

The Honorable Andy Gardiner, President
The Florida Senate
409, The Capitol
404 South Monroe Street
Tallahassee, Florida 32399-1100

The Honorable Steve Crisafulli, Speaker
Florida House of Representatives
420, The Capitol
402 South Monroe Street
Tallahassee, Florida 32399-1300

Re: Notification of Collective Bargaining Impasse

Dear President Gardiner and Speaker Crisafulli:

As indicated in our letter dated January 30, 2015, an impasse has occurred in the collective bargaining negotiations between the Governor and the seven employee associations representing 13 bargaining units of state employees, pursuant to section 216.163(6), Florida Statutes.

In accordance with section 447.403(5)(a), Florida Statutes, we are respectfully submitting for resolution the attached list of collective bargaining contract articles on which the parties have not reached agreement as of the date of this letter. Negotiations continue and we will inform you of any tentative agreements reached by the parties regarding these impasse articles.

If you have questions or concerns, please contact me at 561-3503, or Jim Parry, Assistant General Counsel for the Department of Management Services, at 414-7646.

Sincerely,


Michael Mattimore
Chief Labor Negotiator

MM/psr

Attachment

cc: Mike Hogan, Chairman, Public Employees Relations Commission
Ben Gibson, Assistant General Counsel, Executive Office of Governor Rick Scott
Renee Tondee, Policy Coordinator, Office of Policy and Budget
Chad Poppell, Secretary, Department of Management Services
Bruce Conroy, General Counsel, Department of Management Services
Sharon Larson, Director, Human Resource Management, Department of Management Services
Marlene Williams, Legislative Affairs Director, Department of Management Services
Collective Bargaining Agent Representatives

**Florida State Fire Service Association – Fire Service Unit
Negotiations for 2015-16 Successor Agreement**

The State of Florida and the Florida State Fire Service Association have not reached agreement to date on the following articles in their negotiations for a 2015-16 successor collective bargaining agreement:

Article 6 – Grievance Procedure

Article 7 – Disciplinary Action

Article 9 – Voluntary Reassignment, Transfer, Change in Duty Station and Promotions (State proposed title change to Reassignment, Lateral Action, Transfer, Change in Duty Station, and Promotion)

Article 13 – Health and Welfare

Article 23 – Hours of Work and Overtime

Article 25 – Wages

Article 26 – Vacant (Proposed by union as new Promotional Step Pay Plan System article)

Date: February 4, 2015

**American Federation of State, County and Municipal Employees – Human Services,
Professional, Operational Services, and Administrative and Clerical Units
Negotiations for 2015-16 Successor Agreement**

The State of Florida and the American Federation of State, County and Municipal Employees have not reached agreement to date on the following articles in their negotiations for a 2015-16 successor collective bargaining agreement:

Article 25 – Wages

Date: February 4, 2015

**Police Benevolent Association – Special Agent Unit
Negotiations for 2015-16 Successor Agreement**

The State of Florida and the Police Benevolent Association have not reached agreement on the following articles in their negotiations for a 2015-16 successor collective bargaining agreement:

Article 23 – Workday, Workweek and Overtime

Article 24 – On-Call, Call-Back, and Court Appearances

Article 25 – Wages

Date: February 4, 2015

**Police Benevolent Association – Law Enforcement Unit
Negotiations for 2015-16 Successor Agreement**

The State of Florida and the Police Benevolent Association have not reached agreement on the following articles in their negotiations for a 2015-16 successor collective bargaining agreement:

Article 18 – Hours of Work, Leave and Job-Connected Disability
Article 25 – Wages

Date: February 4, 2015

**Police Benevolent Association – Florida Highway Patrol Unit
Negotiations for 2015-16 Successor Agreement**

The State of Florida and the Police Benevolent Association have not reached agreement on the following articles in their negotiations for a 2015-16 successor collective bargaining agreement:

Article 18 – Hours of Work, Leave and Job-Connected Disability
Article 25 – Wages

Date: February 4, 2015

**Teamsters Local Union No. 2011 – Security Services Unit
Negotiations for 2015-16 Successor Agreement**

The State of Florida and the Teamsters Local Union No. 2011 have not reached agreement on the following articles in their negotiations for a 2015-16 successor collective bargaining agreement:

- Article 3 – Vacant (Proposed by union as new Dues Deduction article)
- 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 (State proposed title change to Lateral Action, 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
- Article 26 – Uniform and Insignia

Date: February 4, 2015

**Florida Nurses Association – Professional Health Care Unit
Negotiations for 2015-16 Successor Agreement**

The State of Florida and the Florida Nurses Association have not reached agreement on the following articles in their negotiations for a 2015-16 successor collective bargaining agreement:

- Article 3 – Vacant (Proposed by union as new Dues Checkoff article)
- Article 5 – Employee Representation and Association Activities
- Article 6 – Grievance Procedure
- Article 7 – Disciplinary Action
- Article 8 – Work Force Reduction
- Article 10 – Promotions
- Article 12 – Personnel Records
- Article 23 – Hours of Work/Compensatory Time
- Article 25 – Wages
- Article 26 – Differential Pay
- Article 31 – Vacant (Proposed by union as new Prevailing Rights article)

Date: February 4, 2015

**Federation of Physicians and Dentists – Selected Exempt Service Physicians Unit
Negotiations for 2015-16 Successor Agreement**

The State of Florida and the Federation of Physicians and Dentists have not reached agreement on the following articles in their negotiations for a 2015-16 successor collective bargaining agreement:

Article 7 – Employee Standards of Conduct and Performance

Article 12 – Personnel Records

Article 18 – Wages

Article 19 – Insurance Benefits

Union Proposed New Article – Retirement Benefits

Date: February 4, 2015

**Federation of Physicians and Dentists – Selected Exempt Service Supervisory
Non-Professional Unit
Negotiations for 2015-16 Successor Agreement**

The State of Florida and the Federation of Physicians and Dentists have not reached agreement on the following articles in their negotiations for a 2015-16 successor collective bargaining agreement:

Article 7 – Employee Standards of Conduct

Article 12 – Personnel Records

Article 23 – Insurance Benefits

Article 25 – Wages

Union Proposed New Article – Retirement Benefits

Date: February 4, 2015

**State Employees Attorneys Guild – Selected Exempt Service Attorneys Unit
Negotiations for 2015-16 Successor Agreement**

The State of Florida and the State Employees Attorneys Guild have not reached agreement on the following articles in their negotiations for a 2015-16 successor collective bargaining agreement:

- Article 7 – Employee Standards of Conduct and Performance
- Article 12 – Personnel Records
- Article 18 – Wages
- Article 19 – Insurance Benefits
- Union Proposed New Article – Retirement Benefits

Date: February 4, 2015

FSFSA
Fire Service Unit

Article 6
GRIEVANCE PROCEDURE

It is the policy of the state and the FSFSA to encourage informal discussions of complaints between management and supervisors covered by this Agreement, as well as between those supervisors and ~~covered~~ employees. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 – Definitions

As used in this Article:

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

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

(C) "Days" shall mean ~~calendar~~ business days, excluding any day observed as a holiday pursuant to section 110.117, Florida Statutes. If the due date for a grievance response, or for a grievance submission to a step or to arbitration falls on a weekend or a holiday, the action shall be due the next business day. "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 FSFSA 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).

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

SECTION 2 – Election of Remedy and Representation

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

(B) ~~An employee A grievant~~ who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether he shall be represented by the FSFSA. When the ~~employee grievant~~ has elected FSFSA representation, ~~both the employee grievant and the FSFSA Grievance Representative~~ shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the ~~employee grievant~~ and the FSFSA ~~Grievance Representative~~, and any decision agreed to by the state and the FSFSA shall be binding on the ~~employee grievant~~.

(C) If the ~~employee grievant~~ is not represented by the FSFSA, any adjustment of the grievance shall be consistent with the terms of this Agreement. The FSFSA shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. ~~An employee A grievant~~ using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement. The FSFSA shall not be bound by the decision of any grievance or arbitration in which the ~~employee grievant~~ was not represented by the FSFSA.

SECTION 3 – Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative(s).

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

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

(D) Once a grievance is presented, no new violation or issue can be raised. When an issue is unchanged, but it is determined that an article, section, or paragraph of the Agreement has been cited imprecisely or erroneously by the employee grievant, ~~then the employee grievant~~ shall have the right to amend that part of his grievance.

(E) The resolution of a grievance prior to its submission in writing at ~~Step 2~~ arbitration shall not establish a precedent binding on either FSFSA or the state in other cases.

(F) If a grievance meeting, mediation, or arbitration hearing is held, ~~and a required participant 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 must travel during work time, reasonable travel time will be deemed time worked. A required participant is defined as the grievant, the designated FSFSA Grievance Representative located in the grievant's district, or the FSFSA Grievance Representative from the nearest district if there is no designated representative in the grievant's district, and any person required by the state to attend.~~ Attendance at grievance meetings, mediation, or arbitrations outside of a participant's regular working hours shall not be deemed time worked. The state will not pay the expenses of participants attending such meetings on behalf of the FSFSA. All grievance meetings shall be held at times and locations agreed to by the parties. Unless agreed otherwise, all meetings shall be held within 50 miles of the grievant's place of work.

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

~~(H)~~ (G) Grievances and grievance responses may be filed by hand-delivery, mail (including e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, E.S.T. in the time zone in which the recipient is located). Documents received after business hours shall be considered received the next business day.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

~~(I H) Grievance Processing. Grievances shall be filed and processed in the following manner: Grievances shall be presented and adjusted in the following manner, and no individual may respond to a grievance at more than one written step.~~

(1) Step 1

~~(a) An employee having a grievance may, within 14 days following actual knowledge of the occurrence of the event giving rise to the grievance, submit a grievance at Step 1. Employee grievances are to be filed on the grievance form as contained in Appendix B. Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative(s). In filing a grievance at Step 1, Within 15 days following actual knowledge of the occurrence of the event giving rise to the grievance, the employee grievant or his designated representative shall submit to the Step 1 Management Representative a grievance form, as contained in Appendix B, setting forth specifically the known facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without just cause, and requests as relief, at a minimum, reinstatement or other make whole relief.~~

~~(b) The Step 1 Management Representative or designee may meet with the employee grievant and/or the FSFSA Grievance Representative, or the grievant or representative if not represented by the union, and shall communicate a decision in writing to the employee grievant and FSFSA Grievance Representative his designated representative, if any, within 14 10 days following receipt of the written grievance form. If the Step 1 Management Representative fails to respond within the time limit, it shall be deemed a denial.~~

(2) Step 2

~~(a) If the grievance is not resolved at Step 1, the employee grievant or the FSFSA Grievance Representative his designated representative may submit it to the Agency Head or designee within 14 10 days after following receipt of the decision at Step 1.~~

~~(b) The Agency Head or designee may meet with the employee grievant and/or the FSFSA Grievance Representative his designated representative, and shall communicate a decision in writing to the employee grievant and FSFSA Grievance Representative his designated representative, if any, within 14 15 days following receipt of the written grievance. If the Agency Head or designee fails to respond within the time limits, it shall be deemed a denial.~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

(3) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a ~~disciplinary~~ grievance alleging ~~only a violation of Article 7~~ 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 employee grievant or the FSFSA Grievance Representative may submit it to the Department of Management Services within ~~14~~ 15 days ~~after~~ following receipt of the decision at Step 2.

(b) The Department of Management Services shall meet with the employee grievant and/or the FSFSA Grievance Representative, if any, or the grievant or representative if not represented by the union, to discuss the grievance, and shall communicate a decision in writing to the ~~FSFSA grievant~~ or his designated representative, if any, within ~~fourteen (14)~~ 15 days following receipt of the written grievance.

(4) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), ~~either prior to the grievance being submitted to arbitration or after it has been submitted to arbitration~~ but before the arbitration a hearing is scheduled. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (5)(c) below may be extended by mutual agreement beyond five months. ~~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 ~~(5)~~ days before a scheduled mediation.

(5) Arbitration

(a) If a ~~disciplinary~~ grievance alleging ~~only a violation of Article 7~~ 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 FSFSA may appeal the grievance to arbitration on the appropriate form as contained in Appendix C of this Agreement within ~~14~~ 10 days ~~after~~ following receipt of the decision at Step 2. If a contract language dispute as described in (3), above, is not resolved at Step 3, the FSFSA may appeal the grievance to arbitration on the appropriate form as contained in Appendix C of this Agreement within ~~14~~ 10 days ~~after~~ following receipt of the decision at Step 3. If, at the initial written step, the FSFSA declined to represent the employee grievant because he was not a

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

member of the FSFSA, the ~~employee grievant~~ may appeal the grievance to arbitration. The appeal to arbitration shall be filed with the Department of Management Services on the appropriate form contained in Appendix C and shall include a copy of the grievance forms submitted at Steps 1, 2, and 3 (if applicable), together with all written responses and documents in support of the grievance.

(b) The arbitrator shall be chosen from a panel of at least four (4) arbitrators selected by the parties. The Department of Management Services' Arbitration Coordinator shall schedule the arbitration hearing with the state and FSFSA representatives and the arbitrator listed next on the panel in rotation, and coordinate the arbitration hearing time, date, and location.

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

(d) The Arbitration Coordinator shall schedule Aarbitration hearings shall be held at times and locations ~~mutually~~ agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors; however, unless ~~mutually~~ agreed otherwise, all hearings shall be held within 50 miles of the grievant(s)' place of work.

(e) At least fifteen days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts or matters relevant to the grievance about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

~~(d f) Issues of arbitrability, including timeliness, shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. 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 (5)(b), 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 fees and expenses of the expedited arbitration shall be shared equally by the parties. If the decision is arbitrator determines that the issue is arbitrable, another arbitrator shall then be selected chosen from the parties' regular arbitration panel in accordance with the provisions of 5(b) of this Article to conduct a hearing on hear the substantive issue(s), in accordance with the provisions of (5)(b) of this Article.~~

(e g) 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 FSFSA, the grievant(s), and the employees in the bargaining unit. In considering a grievance the arbitrator shall be governed by the following provisions and limitations:

1) The arbitrator shall issue his decision not later than ~~14~~ 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 issue(s) submitted.

3) The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

5) The arbitrator shall be without power or authority to make any decisions that are:

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

b) Limiting or interfering in any way with the power, 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 express provisions of this Agreement.

(f h) The arbitrator's award may include back pay to the Grievant(s); however, the following limitations shall apply to such monetary awards:

1) ~~No An~~ award ~~for~~ of back pay shall not exceed the amount of pay the ~~employee 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 such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration 15 days prior to the date the grievance was initially filed.

2) ~~The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced by the amount of wages earned from other sources excluding unemployment compensation received by the employee during the period of time affected by the award. If the FSFSA 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)(c), above, whichever is later, and the rescheduled date.~~

(g i) The ~~reasonable~~ fees and expenses of the arbitrator shall be borne equally by the parties for the first five ~~(5)~~ matters submitted for arbitration in the respective contract year and thereafter the loser pays the fees and expenses of the arbitration. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The arbitrator shall submit his fee statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

(j) 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).

(h k) The FSFSA will not be responsible for costs of an arbitration to which it was not a party.

SECTION 4 – Time Limits

(A) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee grievant, or the FSFSA, where appropriate, to proceed to the next step. The state will make a good faith effort to timely communicate decisions at each step.

(B) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by written agreement.

(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 FSFSA or an employee to process a grievance (1) in behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before a government board or agency, or court proceeding, brought by the FSFSA.

(B) All grievances will be presented at the initial step with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Tommy Price
President and Chief Negotiator

Date

Date

submitting a grievance form as set forth in Step 1 within ~~14~~ 15 days following the actual knowledge of the occurrence giving rise to the grievance.

(2) The FSFSA 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 an employee. The FSFSA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within ~~14~~ 15 days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

For the State

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Tommy Price
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Date

Article 7
DISCIPLINARY ACTION

(A) An employee who has ~~satisfactorily completed at least a one-year probationary period~~ attained permanent status in their his current position may be disciplined or discharged only for ~~just~~ cause as provided in Section 110.227, Florida Statutes, and Rule 60L-36.005, F.A.C. Cause shall include, but is not limited to, poor performance, negligence, inefficiency or inability to perform assigned duties, insubordination, violation of provisions of law or agency rules, conduct unbecoming a public employee, misconduct, habitual drug abuse, or conviction of any crime.

(B) 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. The state will make a good faith effort to initiate a disciplinary action within 60 days of knowledge of the event giving rise to the ~~disciplinary action~~ discipline. Such disciplinary actions shall be grievable for employees with permanent status in their current position in accordance with the grievance procedure in Article 6. In the alternative, an employee with permanent status in his current position may file an appeal of a reduction in base pay, demotion, involuntary transfer of over 50 miles by highway, suspension, or dismissal with the Public Employees Relations Commission within 21 calendar days after the date of receipt of notice of such action from the agency, under the provisions of Section 110.227(5) and (6), Florida Statutes.

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

(D) An employee may request that an FSFSA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee.

(E) ~~Letters of counseling are not disciplinary actions and not grievable. Letters of counseling may be used at arbitration only to show that an employee was placed on notice of a rule not as an example of prior discipline.~~ Memoranda of Record and Memoranda of Supervision (letters of counseling) are documentation of minor work deficiencies or conduct concerns. Such documents are not discipline, are not grievable; 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. They shall not be relied upon for the purposes of promotional decisions or performance evaluations if the conduct resulting in the letter is not repeated in the following 12 months.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

(F) Reprimands shall be subject to the grievance procedure as follows:

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

(2) An oral reprimand will not be considered in determining discipline, provided the employee is not disciplined for the same or a similar offense during the succeeding 12 months.

(3) Written reprimands may be grieved by employees with permanent status in their current position up to Step 2; the decision at that level shall be final and binding.

(4) A written reprimand will not be considered in determining discipline, provided the employee is not disciplined for the same or a similar offense during the succeeding 18 months, and the written reprimand was not for a major offense which could have resulted in the employee's dismissal.

(G) The state may, at its discretion, assess disciplinary suspensions of more than three days over two pay periods.

(H) The state may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of the employee serving the suspension. In making such determination, the state 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.

For the State

Michael Mattimore
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Date

Article 9
VOLUNTARY REASSIGNMENT, LATERAL ACTION, TRANSFER, CHANGE IN DUTY STATION, AND PROMOTIONS

Employees who have attained permanent status in their current position and who meet all eligibility requirements shall have the opportunity to request reassignment, lateral action, transfer, or change in duty station to vacant positions within their respective agencies and promotions to vacant positions within the bargaining unit in accordance with the provisions of this Article.

SECTION 1 – Definitions

As used in this Article:

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

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

(C) “Broadband level” shall mean all positions which are 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 the moving of 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~~

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

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

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

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FSFSA

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Date

Upon a reassignment appointment, the employee shall be given probationary status. If the reassignment appointment is in conjunction with a legislatively mandated transfer of the position, the employee retains the status held in the position unless the legislature directs otherwise.

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

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

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

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

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

SECTION 2 – Procedures

(A) An employee who has satisfactorily completed at least a one-year probationary period attained permanent status in his current position may apply for request a reassignment, lateral action, transfer, change in duty station, or promotion on a the appropriate Request for Reassignment, Transfer, Change in Duty Station, and Promotion Form (supplied by the agency). Such requests shall indicate the broadband level(s), county(ies), duty station, and/or shift(s) to which the employee would like to be reassigned, transferred, or promoted assigned. When the employee requests a reassignment to a different position in a different broadband level, or a

For the State

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Date

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President and Chief Negotiator

Date

promotion, 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, Transfer, Change in Duty Station, and Promotion~~ 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, Transfer, Change in Duty Station, and Promotion~~ Forms shall be submitted to the agency head or designee who shall be responsible for furnishing a copy of each request to the management representatives who have the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment, lateral action, transfer, change in duty station, or promotion.

(D) Except where a ~~vacancy~~ position is filled by demotion, or where ~~reassignment, lateral action, transfer, or change in duty station, or promotion~~ is not in the best interests of the agency, the management representative having hiring authority for ~~that vacancy~~ the position shall give first consideration to those employees who have submitted a Request ~~for Reassignment, Transfer, Change in Duty Station, and Promotion~~ Form; provided, however, that employees whose request ~~for reassignment~~ is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) The hiring authority shall normally fill a ~~permanent vacancy~~ position with the ~~applicant employee~~ who has the greatest length of service in the broadband level and who has a Request 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 ~~applicant employee~~ with the greatest length of service in the broadband level will be placed in the vacant position.

(F) If the ~~applicant employee~~ with the greatest length of service in the broadband level is not selected for the vacant position, all ~~applicants~~ 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, transferred, or promoted, or had his duty station changed~~ accepted a reassignment, lateral action, transfer, change in duty station, or promotion pursuant to a Request filed under this Article, all other pending Requests ~~for~~

For the State

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Date

For the FSFSA

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Date

~~Reassignment, Transfer, Change in Duty Station, and Promotion Forms~~ from that employee shall be canceled, and the employee will not be eligible to file another request for a period of 12 months following the appointment. ~~No other Request may be filed by the employee under this Article for a period of twelve (12) months following the employee's reassignment, transfer, change in duty station, or promotion.~~ If an employee declines an offer of reassignment, lateral action, transfer, change in duty station, or promotion pursuant to a request filed under this Article, the employee's request shall be canceled, and the employee will not be eligible to ~~resubmit that~~ file another request for a period of ~~twelve (12)~~ months from the date the employee declined the offer.

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

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

SECTION 4 – Notice

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

SECTION 5 – Relocation Allowance

An employee who is involuntarily reassigned and required to relocate his residence shall be granted time off with pay for one (1) work day for purposes of relocating his residence. 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. In addition, the employee shall be granted travel ~~time~~ reimbursement for travel from the old residence to the new ~~location~~ residence based on the most direct route.

For the State

Michael Mattimore
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Date

For the FSFSA

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President and Chief Negotiator

Date

SECTION 6 – Grievability

The provisions of this Article regarding voluntary reassignment, lateral action, transfer, change in duty station, or promotion shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the provisions of Section 2(E), and Section 3 may be grieved in accordance with Article 6, up to and including Step 2 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.

For the State

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For the FSFSA

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President and Chief Negotiator

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**Article 13
HEALTH AND WELFARE**

SECTION 1 – Insurance Benefits

~~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. The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2015-2016.~~

SECTION 2 – Employee Assistance Program

(A) Where a state agency has adopted an employee assistance program pursuant to section 110.1091, Florida Statutes, the state will make psychological and substance abuse counseling services available.

(B) Any complaint or claim by an employee concerning this section shall not be subject to the grievance procedure of this Agreement.

SECTION 3 – Death In-Line-Of Duty Benefits

(A) Funeral and burial expenses will be as provided in section 112.191, Florida Statutes.

(B) Education benefits will be as provided in section 112.191, Florida Statutes.

(C) Health insurance benefits will be as provided in section 110.123, Florida Statutes.

(D) Any complaint or claim by an employee concerning this Article shall not be subject to the grievance procedure of this Agreement.

SECTION 4 – Florida Forest Service Fire Fighter Health and Physical Fitness Standards Program

The Florida Forest Service (FFS) and FSFSA agree to a fire fighter health and physical fitness standards program, which shall include appropriate screening and vaccination of all bargaining unit members.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

(A) The FFS shall provide Fitness Technician(s) in each Field Unit.

- (1) Fitness Technicians must maintain a current AED CPR card or higher.
- (2) Fitness technicians will provide fitness, health, nutrition, and wellness information to all bargaining unit employees, and the Fitness Technicians will be given opportunities to receive information and training in such areas as nutrition, exercise physiology, etc.

(B) Employees will be permitted to exercise a maximum of three (3) times per week for 30 minutes per session.

(1) This is an employee optional activity and may be permitted if fire conditions, emergency activities or other priority work projects, (that have been approved by the Field Unit Manager), do not preclude such activities.

(2) Individual aerobic and/or strength exercises are authorized.

(3) Team sports are prohibited.

(4) If it is not possible for the employee to conduct aerobic exercises at the work site, then the employee must start and finish his exercise session from their work site and be able to respond back to the site within 15 minutes of notification.

(5) The acquisition of all exercise equipment is a local decision. However, state funds may not be used to purchase this equipment.

(6) The FFS will not provide reduced memberships with any gyms or health clubs. This is a personal decision on the part of employees.

(C) FFS Employee *Health Exam & Fitness Test*

(1) The FFS employee *Health Exam & Fitness Test* is required for Special Risk employees hired or rehired after January 1, 1993, and includes the Initial or Annual Medical Examination and the Fitness Test. The Initial Medical Exam shall be in accordance with the FFS approved edition of the National Fire Protection Association (NFPA 1582) Medical Requirements for Firefighters. The Initial and Annual Medical Exams standards for the pulmonary function test and the resting blood pressure limits are established by FFS. The Annual Medical Examination consists of specific components of the Initial Medical Examination, (Pulmonary Function Test & Resting Blood Pressure). For the *Annual Medical Exam*, employees are required to utilize the FFS *Annual Medical Exam* standard. The employee

For the State

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Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

has the option of utilizing the FFS facility for the *Annual Medical Exam*, or obtaining certification to take the *Annual Fitness Test*, utilizing the FFS *Annual Medical Exam* standard, from their personal physician (at personal cost). The Fitness Test currently is the United States Forestry Service (USFS) Work Capacity Test (WCT), also called the Pack Test. The employee must successfully complete the Medical Examination within 30 days prior to taking the Fitness Test.

(2) Employees who fail the *Annual Fitness Test* due to fitness reasons will not be allowed to perform wildfire suppression duties until they retake and pass the *Annual Fitness Test*. The employee will be mandated to perform physical fitness training as described in (B) and will be permitted up to ~~twelve~~ (12) months and a minimum of four (4) attempts, at three (3) month intervals or less, to retake the *Annual Fitness Test*.

(3) Employees who fail the *Annual Medical Exam* will be placed on sick leave until they provide a personal physician's statement allowing them to work in a modified duty capacity. If the employee provides a personal physician's statement releasing him to full duty status and successfully completes the *Annual Medical Exam* at a FFS medical examination facility, or is certified to take the *Annual Fitness Test* utilizing the FFS *Annual Medical Exam* standard, by his personal physician (at personal cost), he will be required to take the Annual Fitness Test within 30 days of medical release to full duty status. Should the employee fail the Annual Fitness Test after release to full duty status, he will be provided the opportunity to take the *Annual Fitness Test* in accordance with paragraph (C)(2) above.

(4) Employees who have exhausted all attempts to pass the *Annual Medical Exam and/or Fitness Test*, may be offered a vacant position that does not include firefighting duties in the Department of Agriculture and Consumer Services. If another position cannot be identified and agreed upon, termination may result.

(5) The FFS employee *Annual Fitness Test* and the "National Fitness Test" will be conducted during the months of November, December and January. These two tests may be combined and taken as one test, with the National Fitness Test (three (3) mile walk with 45 pound pack in 45 minutes) substituting for the FFS employee *Annual Fitness Test* (two (2) mile walk with 25 pound pack in 30 minutes).

(6) If a candidate for hire is required to take the FFS *Initial Fitness Test*, or an employee is currently scheduled to take the FFS employee *Annual Fitness Test* **after** January 31st and **before** September 1st, the candidate or employee will take these tests as scheduled, and will take the FFS employee *Annual Fitness Test* the upcoming November, December or January (this

For the State

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Date

For the FSFSA

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Date

means two tests in 12 months). When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.

(7) If a candidate for hire is required to take the FFS *Initial Fitness Test*, **after** August 31st and **before** November 1st, the candidate will take the test as scheduled, and be required to take the FFS employee *Annual Fitness Test* in November, December or January of the following year (this means more than 12 months between tests). (Example: candidate takes the FFS *Initial Fitness Test* on October 15, 2006, and will be required to take the FFS employee *Annual Fitness Test* in November or December of 2007 or January of 2008.) When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.

(8) If an employee is scheduled to take the FFS employee *Annual Fitness Test* **after** August 31st and **before** November 1st, the employee will wait until November, December or January to take the FFS employee *Annual Fitness Test* (this means more than 12 months between tests). When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
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Date

Article 23
HOURS OF WORK AND OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal work period for ~~each~~ full-time employees, except as noted below, shall be 40 hours consisting of five ~~(5)~~ eight- ~~(8)~~ hour days, or four ~~(4)~~ ten- ~~(10)~~ hour days, or a 28-day, 160-hour period. The normal work period for Department of Children and Families' employees shall remain on be a 28-day, 192-hour period, consisting of 24 hours on-duty and 48 hours off-duty. The normal work period for Department of Military Affairs' employees shall be a 28-day, 212-hour period.

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

(C) Work beyond the normal workweek shall be administered in accordance with the provisions of Rule 60L-34, Florida Administrative Code.

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

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

SECTION 2 – Work Schedules, Vacation and Holiday Schedules

(A) When regular work schedules are changed, employees' normal work schedules, showing each employee's shift, workdays, and hours, will be posted no less than 14 calendar days in advance, and will reflect at least a two ~~(2)~~ workweek schedule; however, the state will make a good faith effort to reflect a one ~~(1)~~ month schedule. In the event an employee's shift, workdays, or hours are changed while the employee is on approved leave, the agency will notify the employee of the change at his home. With prior written notification of at least three ~~(3)~~ workdays to the employee's immediate supervisor, employees may agree to exchange days or

For the State

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Date

For the FSFSA

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Date

shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

(B) Where practical, shifts, shift transfers, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. The state and the FSFSA understand that there may be times when the needs of the agency will not permit such scheduling; however, when an employee's shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee on the new shift or regular days off for a minimum of 12 months unless otherwise requested by the employee.

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

(D) Where practical, vacation and holiday leave shall be scheduled in advance of such leave. Time off for vacations and holidays, when the holiday is a regularly scheduled workday for the employee, will be scheduled with due regard for the needs of the agency, seniority, and employee preference. In implementing this provision, nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests as determined by the agency, or ensuring the fair distribution of leave during the holidays.

(E) The state will continue to observe the scheduling structures currently in place at each agency and agrees to bargain any change in the overall practice of how schedules are established. Scheduling structures shall mean the normal work period as set forth in Section 1(A) of this article.

SECTION 3 – Rest Periods

(A) No supervisor shall unreasonably deny an employee a 15 minute rest period during each four (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a post of duty assignment that requires coverage for a full eight hour shift, which would not permit the employee to actually leave his post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his duty post.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
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Date

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

SECTION 4 – Work Day

(A) The state will make a good faith effort not to require an employee to split a workday into two or more segments without the agreement of the employee and the employer.

(B) Where employees are required to work extra hours during an approved extended work period, the state will make a good faith effort to offset such extra hours in eight (8) hour increments, provided this can be done prior to the end of the extended work period.

SECTION 5 – Special Compensatory Leave

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

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

(2) By an employee in the career service for work performed in the employee's assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

(B) Special Compensatory Leave Earned Prior to July 1, 2012

An employee may be required to reduce special compensatory leave credit balances.

(C) Special Compensatory Leave Earned On or After July 1, 2012

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2012, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be forfeited.

For the State

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State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
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Date

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after July 1, 2012, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be forfeited.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after July 1, 2012, to be used within the time limits specified in subsections 1 and 2. However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the agency head may extend the time limits specified in subsections 1 and 2 for up to an additional 180 calendar days. Extensions will not be allowed for any other reason.

(4) No agency may make a payout of unused special compensatory leave credits earned on or after July 1, 2012.

(D) Unless otherwise prohibited by law or rule, all requests for use of approved leave, other than administrative leave, shall first be charged to any special compensatory leave credits the employee has accrued.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

**Article 25
WAGES**

SECTION 1 – General Pay Provisions

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

Agencies' authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, and from existing agency resources, 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 5 – Savings Sharing Program

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

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 6 – Discretionary Raises

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.

SECTION 7 – ~~Pay Subject to General Appropriations Act~~

~~— In the event the 2014 Legislature provides different funding or eligibility provisions for the above specified pay increases and payments, the State and the Union agree that such increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2014-2015 General Appropriations Act, and any other relevant statutes.~~

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

Article 26
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Tommy Price
President and Chief Negotiator

Date

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 _____

Roberts, Patty

From: smokeymarine@gmail.com on behalf of Tommy Price <President@IAFFLocalS20.com>
Sent: Monday, October 13, 2014 1:17 PM
To: Roberts, Patty; Tommy Price
Subject: 2015 FSFSA Initial Contract proposals
Attachments: 2015article13proposalFSFSA.docx; 2015article25eproposalFSFSA.docx;
2015article23proposalFSFSA.docx; 2015article26proposalFSFSA.docx

Patty,

Attached please find our initial contract proposals for the upcoming session for the Florida State Fire Service Association IAFF Local S-20. We would like to get these in before any Governors budgets are drafted in hopes our issues might be included.

Article 13: 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: 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 their in an emergency or it has been 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.

Article 25: 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. This has caused high turnover in many areas of the state. FSFSA is asking for a \$1500 pay increase to our members. We have some of if not the lowest paid state employees in the nation and this issue needs addressed. Monies spent annually by 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. CAD request are for agencies requesting CAD in those high turnover areas and to review existing CADS that have not kept up with area cost of livings. Most of our membership is 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.

Article 26: (NEW) 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. Weekends off, oncall distribution, modified work schedules, etc are all type things that 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.

Thanks! I am sure there will be questions. Please contact me if you need clarification or more information.

Roberts, Patty

From: Tommy Price <smokeymarine@gmail.com>
Sent: Friday, January 23, 2015 9:43 AM
To: Roberts, Patty
Subject: Re: Florida State Fire Service Association (FSFSA)/Fire Service Bargaining Unit State Proposals - January 22, 2015

Patty,

I called you and left a message before I had seen these.

At this time the union, negotiating in good faith, agrees to the status quo proposals sent out on 12/18/14;

Article 1, 2, 3, 4, 10, 11, 14, 15, 16, 17, 19, 21, 22, 28, 29, 30, 31, 32, 33

Furthermore we can agree to the initial state proposals on Articles 5, 8, 12, 18, 24, and 34.

Am I to assume the state is not willing to add or bargain any of the language we requested counter proposed for Articles 6, 7, and 9 after the state proposed them?

States 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**.

States proposal Article 7 MOS and MOR's 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.

States proposal Article 9 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. We feel all of these request can be **added** so we can agree to them so they do not go to impasse.

States proposal Article 23 and 26 we can agree to the additional language added for the DMA members. Is the state willing to work with us on our issues and incorporate some of our proposals into the article language negotiating in the collective bargaining process?

Also our initial openers included proposed changes to Articles 13 and 25. Is the state going to collectively bargain on these articles or have proposals before an impasse?

We urge the state to please incorporate some of the proposed changes to Articles 6, 7, 9, 13, 23, 25, and 26 in order for our members to ratify if we can come to an agreement before impasse. In the spirit of collective bargaining and negotiating we have agreed to a lot and urge the state to incorporate some of our request. We are willing to withdraw some of our initial proposals, if need be, if the state can work with us on some of the issues negotiating to avoid a long list going to impasse.

Thank you,

Tommy Price

President

FSFSA S-20,

**The Florida State Fire Service Association - CBU 11 Wage Proposals
Fiscal Year 2015-2016**

Union/Issue	Estimated Cost	Comments
<p>Article 13, Section 1: Provides 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.</p>	Indeterminate	
<p>Article 23, Section 4: Provides all employees in the unit shall have 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.</p>	Indeterminate	
<p>Article 25, Section 1: Provides all employees in the unit shall receive a general wage increase in the amount specified by the Legislature.</p>	Indeterminate	In FY 13-14 a \$1,000/\$1,4000 raise was provided to all state employees based on their current base rate.
<p>Article 25, Section 6: Provides all employees in the unit shall receive a competitive pay adjustment of \$1,500 to each employees June 30, 2015 base rate.</p>	\$985,150	In FY 13-14 a \$1,000/\$1.4000 raise was provided to all state employees based on their current base rate. A \$1,500 salary increase was calculated for the CBU. LAS/PBS was the source used for the calculation. Costing prepared by OPB
<p>Article 25, Section 7: 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</p>	Indeterminate	
<p>Article 25, Section 8: Competitive area differential in those areas agencies have identified high turnover and retention deficiencies.</p>	Indeterminate	
<p>Article 25, Section 9: Establishes shift differentials for unit members of the Florida State Fire Service Association by providing 5% of their base salary pay per hour for evening shift work in excess of the normal work day or 10% of their base salary pay per hour for midnight shift work in excess of the normal work day. (Evening shift=6pm-12am) (Midnight shift=12am-6am)</p>	Indeterminate	
<p>Article 25, Section 10: 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.</p>	Indeterminate	
<p>Article 26, Section 1: Provides agencies employing unit personnel will establish a promotional step system for each classification consisting of a minimum of (4) four promotional step opportunities based on but not limited to; time in service, training certifications, performance evaluations, and employee qualifications.</p>	Indeterminate	

Florida State Fire Service Association
Fire Service Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of January 27, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation

Shaded = Closed

Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
1 – Recognition	<u>State Proposal of December 18, 2014:</u> Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
2 – Gender Reference	<u>State Proposal of December 18, 2014:</u> Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
3 – Vacant	<u>State Proposal of December 18, 2014:</u> Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
4 – No Discrimination	<u>State Proposal of December 18, 2014:</u> Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
5 – Representation Rights <u>Proposed title change to:</u> Representation Rights and FSFSA Activities	<u>State Proposal of December 18, 2014:</u> Section 4 – Quarterly report of employee information – home address, DOB, etc. – which may contain employee information exempt from public access under section 119.071(4), F.S. but not designated as confidential, is provided for the sole and exclusive use of the union in carrying out its role as certified bargaining agent (eliminates need for separate MOA addressing such records); state’s policy is to protect employee data exempt from public access under 119.071(4), F.S.		Tentatively agreed to and signed state proposal January 27, 2015.

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
5 – Representation Rights (continued)	<p>Section 9 – Consultations held during regular work hours of a participant are treated as time worked.</p> <p>Section 10 – Clarifies that leave for negotiations is administrative leave.</p> <p>Section 11 – Moves personal leave use for attending union activities from Article 18 – Leaves of Absence; when requests for annual or compensatory leave, or leave without pay for the purpose of attending FSFSA conventions, conferences, and meetings cannot be granted, the supervisor shall provide an explanation for such denial in writing.</p>		
6 – Grievance Procedure	<p><u>State Proposal of January 22, 2015:</u></p> <p>Section 1 – Use business days for calculation of grievance time limits.</p> <p>Section 2 – Use “grievant” to identify employee as defined in Section 1(B).</p> <p>Section 3 –</p> <ul style="list-style-type: none"> • moves reference to presenting concerns through informal 	<p><u>Union Proposal (via email) of January 23, 2015:</u></p> <p>Section 3 – proposes that all grievances, including disciplinary, are reviewed at Step 3 (DMS).</p>	<p>State proposal is the same as was proposed in FY 2014-15 negotiations that was tentatively agreed to by the parties but not ratified, with the exception of the witness list to be filed within 15 days of the arbitration hearing and clarifying language for grievance mediation extensions.</p>

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure (continued)	<p>discussions from procedures for Step 1 to general procedures;</p> <ul style="list-style-type: none"> • grievance meetings, mediations, and arbitrations held during regular work hours of a grievant, a representative of the grievant, or required witnesses, are treated as time worked; the state will not pay the expenses of any participants attending such meetings on behalf of the union; • the parties may, by written agreement, submit a grievance to mediation after it has been submitted to arbitration but before the arbitration hearing; when the parties agree to mediate a grievance, the scheduled date for the arbitration hearing may be extended by mutual agreement beyond five months; • arbitration hearings shall be scheduled as soon as feasible but not more than five months 		

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure (continued)	<p>following the receipt of the request form;</p> <ul style="list-style-type: none"> • at least fifteen days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts about which each witness will testify; a party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause; if such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information; • where there is a threshold issue regarding arbitrability raised by either party, an expedited arbitration hearing shall be conducted to address 		

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure (continued)	<p>only the arbitrability issue; fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen to conduct a hearing on the substantive issues;</p> <ul style="list-style-type: none"> • arbitrator’s decision is to be determined by applying a preponderance of the evidence standard; • when a continuance is granted to the union to reschedule an arbitration hearing over the objection of the agency, the agency is not responsible for back pay for a period between the original arbitration hearing date or the end of the five month period, whichever is later, and the rescheduled date; • transcripts of arbitration hearings are addressed, including allocation of costs associated with court reporter appearance and transcribing 		

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure (continued)	and copying transcript; <ul style="list-style-type: none"> • role of the DMS Arbitration Coordinator is clarified. 		
7 – Disciplinary Action	<p>State Proposal of December 18, 2014:</p> <p>(A) An employee who has permanent status in his current position may be disciplined only for cause; defines cause as provided in section 110.227, F.S., and Rule 60L-36.005, F.A.C.</p> <p>(B) Provides option of collective bargaining grievance or appeal to PERC for a reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal.</p> <p>(E) Memoranda of Record and Memoranda of Supervision (letters of counseling) are not discipline and are not grievable.</p> <p>(F) Oral reprimands are not grievable (status quo language); an oral reprimand will not be considered in determining discipline, provided the employee is not disciplined for the same or a similar offense during the</p>	<p><u>Union Proposal (via email) of January 23, 2015:</u></p> <p>(E) proposes references to Memoranda of Record and Memoranda of Supervision be struck from this article since letters of counseling are not discipline.</p>	<p>State proposal is the same as was proposed in FY 2014-15 negotiations that was tentatively agreed to by the parties but not ratified.</p>

Florida State Fire Service Association
Fire Service Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of January 27, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
7 – Disciplinary Action (continued)	<p>succeeding 12 months; written reprimands may be grieved by employees with permanent status in their current position and are final and binding at Step 2 (status quo language); a written reprimand will not be considered in determining discipline, provided the employee is not disciplined for the same <u>or a similar</u> offense during the succeeding 18 months, and the written reprimand was not for a major offense which could have resulted in the employee's dismissal.</p> <p>(H) The state may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of the employee serving the suspension, taking into consideration the preference of the employee. The employee will continue to report for duty for the duration of the suspension, and the employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.</p>		

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
8 – Workforce Reductions	<p>State Proposal of December 18, 2014: Section 1 – Adds “lateral actions” (moving to a different position in the same agency, same occupation, same broadband level, same maximum salary, and with substantially the same duties and responsibilities) as option in addition to reassignment and demotion for employee to request in lieu of layoff.</p> <p>Section 2 – An employee who has attained permanent status in his current position and accepts a voluntary demotion in lieu of layoff, and is subsequently promoted to the same class/same agency, shall be promoted with permanent status; adds timeframe to apply only within one year following demotion.</p>		Tentatively agreed to and signed state proposal January 27, 2015.
9 – Voluntary Reassignment, Transfer, Change in Duty Station and Promotions <u>Proposed title change to:</u> Reassignment, Lateral Action, Transfer, Change in Duty Station, and Promotion	<p>State Proposal of January 22, 2015: Section 1 – Amends definition of “reassignment” and adds “lateral actions”; clarifies status in each type of action.</p>	<p><u>Union Proposal (via email) of January 23, 2015:</u></p> <p>Section 2 – proposes an additional way for bargaining unit employees to be given priority consideration for unanticipated vacant positions that open around the state once advertised;</p>	State proposal is the same as was proposed in FY 2014-15 negotiations that was tentatively agreed to by the parties but not ratified.

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
9 – Voluntary Reassignment, Transfer, Change in Duty Station and Promotions <u>Proposed title change to:</u> Reassignment, Lateral Action, Transfer, Change in Duty Station, and Promotion (continued)	Section 5 – Clarifies relocation allowance – provides one workday with pay and reimbursement for travel from old to new residence when an employee is reassigned and required by agency policy to relocate his residence.	employees should not be given priority consideration only when a request form is filed in advance of a vacancy occurring.	
10 – Occupation Profiles/Rules	<u>State Proposal of December 18, 2014:</u> Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
11 – Classification Review	<u>State Proposal of December 18, 2014:</u> Substance status quo		Tentatively agreed to and signed state proposal January 27, 2015.
12 – Personnel Records	<u>State Proposal of December 18, 2014:</u> (A) Information in an employee’s official personnel file may be maintained in electronic as well as paper form. (B) If a derogatory document is placed in the employee’s official personnel file, the employee will have the right to respond to any such document and the employee’s		Tentatively agreed to and signed state proposal January 27, 2015.

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
12 – Personnel Records (continued)	<p>response will be attached to the file copy.</p> <p>(D) If a document has been determined to be invalid, such document shall be placed in an envelope, together with a letter of explanation. The outside of the envelope and all pages of the document shall be marked “VOID”, and retained in the employee’s personnel file. 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 is “VOID”.</p> <p>(E) Information in an employee’s official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.</p>		

**Florida State Fire Service Association
Fire Service Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of January 27, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
13 – Health and Welfare	<u>State Proposal of January 26, 2015:</u> Section 1 – proposes the benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for fiscal Year 2015-2016.	<u>Union Proposal of October 13, 2014:</u> Section 1(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.	Costing Estimate: Indeterminate
14 – State Vehicles and Vessels	<u>State Proposal of December 18, 2014:</u> Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
15 – Probationary Status	<u>State Proposal of December 18, 2014:</u> Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
16 – Vacant	<u>State Proposal of December 18, 2014:</u> Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
17 – Allowances and Reimbursements	<u>State Proposal of December 18, 2014:</u> Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
18 – Leaves of Absence	<u>State Proposal of December 18, 2014:</u> Section 2 – Moves FSFSA Activities to Article 5.		Tentatively agreed to and signed state proposal January 27, 2015.

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

Shaded = Closed

Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
19 – Outside Employment	State Proposal of December 18, 2014: Substance status quo		Tentatively agreed to and signed state proposal January 27, 2015.
20 – Training and Education	State Proposal of December 18, 2014: Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
21 – Committees	State Proposal of December 18, 2014: Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
22 – Personal Property – Replacement and/or Reimbursement	State Proposal of December 18, 2014: Substance status quo		Tentatively agreed to and signed state proposal January 27, 2015.
23 – Hours of Work and Overtime	State Proposal of January 22, 2015: Section 1(A) – provides the normal work period for bargaining unit employees shall be 40 hours consisting of five 8-hour days or four 10-hour days except for the Department of Children and Families (28-day, 192-hour period, 24 hours on-duty, 48 hours off-duty), and Department of Military Affairs (28-day, 212-hour period).	Union Proposal of October 13, 2014: Section 4 – Work Day (B) Proposes employees will not be required to work excess hours above the scheduled work day, except in the event of emergency response	

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Article	State Proposal	Union Proposal	Comments
23 – Hours of Work and Overtime (continued)		<p>incidents, without prior planned written approval from the immediate supervisor.</p> <p>(C) Proposes 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.</p> <p>(D) Proposes any 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.</p> <p>(E) Proposes emergency response incident is defined as any incident that threatens public health, safety, and welfare that requires immediate attention by responders.</p>	<p>Costing Estimate: Indeterminate</p>
24 – On-Call Assignment, Call-Back and Residency	<p><u>State Proposal of January 23, 2015:</u> Section 2(A) – proposes when approved as provided herein, an employee who is required to be on-</p>		<p>Tentatively agreed to and signed state proposal January 27, 2015.</p>

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
24 – On-Call Assignment, Call-Back and Residency (continued)	<p>call shall be paid an on-call additive in an amount of \$1.00 per hour for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.</p> <p>Section 2(B) – proposes an employee who is required to be on-call on a Saturday, Sunday, or holiday as listed in section 110.117(1), F.S., shall be paid an on-call additive in an amount per hour equal to one-fourth of the statewide hourly minimum for the employee’s paygrade for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.</p> <p>Section 4 – Florida Forest Service employees will reside within a radius of 30 statute miles of their permanent assigned headquarters; single engine and multi-engine reciprocal aircraft pilots/fire, and firefighter rotorcraft pilots hired after July 1, 2012, will reside within a radius of 30 statute miles of the permanent location of their assigned aircraft.</p>		

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
25 – Wages	<p data-bbox="464 380 955 699">State Proposal of January 26, 2015: Section 1 – General Pay Provisions Agencies’ authority to provide increases to employees’ base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.</p> <p data-bbox="464 1146 955 1421">Section 2 – Deployment to a Facility or Area Closed due to Emergency In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant a</p>	<p data-bbox="980 380 1455 662">Union Proposal of October 13, 2014: Section 1 – General Wage Increase (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.</p> <p data-bbox="980 708 1442 1101">(B) FSFSA requests a competitive pay analysis 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.</p> <p data-bbox="980 1146 1451 1211">Sections 2 – 5 status quo, with fiscal year changes only.</p>	<p data-bbox="1497 415 1728 480">Costing Estimate: Indeterminate</p>

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>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.</p> <p>Section 3 – Cash Payout of Annual Leave Permanent Career Service employees may be given the option of receiving up to 24 hours of unused annual leave each December in the form of a cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes.</p> <p>Section 4 – Performance Pay In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, and from existing agency resources, 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</p>		

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>Code.</p> <p>Section 5 – 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.</p> <p>Section 6 – Discretionary Raises In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.</p>	<p>New 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 \$1,500 to each employee’s June 30, 2015 base rate of pay.</p> <p>New 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</p>	<p>Costing Estimate: \$985,150</p> <p>Costing Estimate: Indeterminate</p>

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)		<p>death. Duty involving a physical hardship is duty that may not in itself be hazardous, but could cause extreme physical discomfort or distress and is not adequately alleviated by protective or mechanical devices or procedures in place.</p> <p>New Section 8 – Competitive Area Differential (CAD) (A) Due to high turnover rate and to pay 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.</p> <p>(B) FSFSA request existing competitive area differentials be reviewed and increased accordingly to adjust for competitive “like” positions.</p> <p>New 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</p>	<p>Costing Estimate: Indeterminate</p> <p>Costing Estimate: Indeterminate</p>

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)		<p>normal work day.</p> <p>(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.</p> <p>(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) 6 AM.</p> <p>(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).</p> <p>New Section 10 – Trainer pay additive</p> <p>(A) Bargaining unit members assigned duties to provide on the job or classroom training to co-workers shall receive a 10% salary pay additive provided the training is part of an agency approved required training program and that such duties</p>	<p>Costing Estimate: Indeterminate</p>

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining Negotiations as of January 27, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)		are not part of the customarily assigned duties of the position classification.	
26 – Vacant	<u>State Proposal of January 22, 2015:</u> Status quo	<u>Union Proposal of October 13, 2014:</u> Proposed as Promotional Step Pay Plan System article. (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 step 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 system`s intent is to increase employee morale.	Costing Estimate: Indeterminate

**Florida State Fire Service Association
Fire Service Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of January 27, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
26 – Vacant (continued)		<p>motivation, and commitment to improvement in the workplace.</p> <p>(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.</p>	
27 – Uniforms	<u>State Proposal of December 18, 2014:</u> Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
28 – Vacant	<u>State Proposal of December 18, 2014:</u> Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
29 – Vacant	<u>State Proposal of December 18, 2014:</u> Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
30 – Vacant	<u>State Proposal of December 18, 2014:</u> Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
31 – Management Rights	<u>State Proposal of December 18, 2014:</u> Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
32 – Entire Agreement	<u>State Proposal of December 18, 2014:</u> Status quo		Tentatively agreed to and signed state proposal January 27, 2015.

Florida State Fire Service Association
Fire Service Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of January 27, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation

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Articles at Impasse: 6, 7, 9, 13, 23, 25, 26

Article	State Proposal	Union Proposal	Comments
33 – Savings Clause	State Proposal of December 18, 2014: Status quo		Tentatively agreed to and signed state proposal January 27, 2015.
34 – Duration	State Proposal of December 18, 2014: Proposes a 1-year agreement to expire June 30, 2016.		Tentatively agreed to and signed state proposal January 27, 2015.

Article 25
WAGES

SECTION 1 – General Pay Provisions

Agencies' authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2015-16 General Appropriations Act, and from existing agency resources, 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 5 – 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 6 – Discretionary Raises

In accordance with the authority provided in the Fiscal Year 2015-16 General Appropriations Act, 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.

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Hector Ramos
Chief Negotiator

Date

Date

Article 25 – WAGES

SECTION 1 – General Pay Provisions

~~(A) Pay shall be in accordance with the Fiscal Year 2013-14 General Appropriations Act.~~

Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-14 2015 -2016 General Appropriations Act.

SECTION 2 – General Wage Increase for Fiscal Year 2013-14

~~(A) Effective October 1, 2013, full-time eligible employees with a base rate of pay of \$40,000 or less on September 30, 2013, shall receive an annual competitive pay adjustment of 12%.~~

~~Effective October 1, 2013, full-time eligible employees with a base rate of pay greater than \$40,000 on September 30, 2013, shall receive an annual competitive pay adjustment of \$1,000; provided however, in no instance shall an employee's base rate of pay be increased to an annual amount less than \$41,400.~~

(B) References to "eligible" employees refer to employees who are, at a minimum, meeting the required performance standards, if applicable. If an ineligible employee achieves performance standards subsequent to the salary increase implementation date but on or before the end of the fiscal year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible but not retroactively. The competitive pay adjustment shall be pro-rated based on the full-time equivalency of the employee's position.

~~SECTION 3 – Special Pay Issues~~

~~The state agrees to implement Fiscal Year 2013-14 Special Pay Issues funded in Specific Appropriation 1950A in accordance with section 8(2)(b) of the Fiscal Year 2013-14 General Appropriations Act. Each agency is authorized to provide discretionary one-time lump sum bonus awards of \$600, less applicable taxes, to eligible employees in order to recruit, retain and reward quality personnel as provided in section 110.1245(2), Florida Statutes. Bonus awards will be pro-rated based on the full-time equivalency of the employee's position and distributed in June 2014.~~

SECTION (4)3 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year 2015-16 General Appropriations Act, and contingent upon 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 (5) 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.

For the State

For AFSCME Council 79

Michael Mattimore Date

Jeanette Wynn Date

SECTION (6) 5 – Performance Pay

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 (7) 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 – Competitive Area Deferential

In accordance with the authority provided in the Fiscal Year 2015-16 General Appropriations Act, 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.

SECTION 8 – Cost of Living Adjustment

Effective January 1, 2016, full-time eligible employees shall receive a cost of living adjustment reflecting the social security COLA increase or 2%, whichever is higher, to their base rate of pay.

For the State

For AFSCME Council 79

Michael Mattimore Date

Jeanette Wynn Date

**AFSCME Unit CBU 01,02,03, and 05 Proposals with Fiscal Impact
Fiscal Year 2015-2016**

Union/Issue	Estimated Cost	Comments
Article 18 (8): Provides for unused Special Compensatory leave credits that immediately succeeds the work period in which the leave is credited shall be paid to the employee.	Indeterminate	
Article 24(1): Provides an employee who is required to be on-call on a Saturday, Sunday or holiday as listed in section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth of the employee's hourly pay.	Indeterminate	
Article 25(1): Provides for a 12% increases in pay for all unit members	\$237.5 M	Calculation is based on a 12% increase on filled positions including benefits (53,888 FTE). LAS/PBS December 2014 data was the source for the calculation.
Article 25(3): Provides an additional temporary special duties pay additive up to 15% of the employees base rate for employees required to work during a period of time in an area closed due to emergency conditions.	Indeterminate	
Article 25(8): Provides effective January 1, 2016, full-time eligible employees shall receive a cost of living adjustment reflecting the social security COLA increase or 2%, whichever is higher, to their base rate of pay.	\$39.6 M	Calculation is based on a 2% increase on filled positions including benefits (53,888 FTE). LAS/PBS December 2014 data was the source for the calculation.

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 3, 2015
Fiscal Year 2015-16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Article at Impasse: 25

Article	State Proposals	Union Proposals	Comments
1 – Recognition	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
2 – Vacant	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
3 – Vacant	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
4 – No Discrimination	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
5 – Union Activities and Employee Representation	<p><u>State Proposal of January 26, 2015:</u> Section 2(B)(3) – A Steward, authorized by the Union to represent employees in one or more of the collective bargaining units covered by this contract, shall be allowed to represent an employee in any such designated collective bargaining unit covered by this Contract.</p> <p>Section 3(E) – Posting materials may be sent by the Union to Shop Stewards to their work sites via work email addresses for printing and posting on authorized bulletin boards. Such printing shall be done in black and white format only and shall be done in a reasonable manner to accommodate work unit operations.</p>	<p><u>Union Proposal of January 22, 2015:</u></p> <p>Section 3(E) – Materials to be posted on Union bulletin boards may be sent by the Union to Shop Stewards to their work sites via their work e-mail address.</p>	Agreed to and signed state's 1/26/15 proposal on 1/28/15.

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 3, 2015
Fiscal Year 2015-16 Successor Agreement Negotiations – All Articles Open for Negotiation
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Article at Impasse: 25

Article	State Proposals	Union Proposals	Comments
5 – Union Activities and Employee Representation (continued)	<p>Section 4 – Quarterly report of employee information which may contain employee information exempt from public access under section 119.071(4), F.S. but not designated as confidential, is provided at no cost to Union President for the sole and exclusive use of the union in carrying out its role as certified bargaining agent (eliminates need for separate MOA); state’s policy is to protect employee data exempt from public access under 119.071(4), F.S.</p> <p>Section 7(D) – Consultations held during regular work hours of a participant are treated as time worked.</p> <p>Section 8 – Moves administrative leave use for negotiations from Article 18 – Leaves of Absence; the total number of employees designated by the union shall not exceed one employee for each 2,000 covered employees.</p>	<p>Section 4(A) – Union requests for personnel data must be made by President of AFSCME Council 79.</p> <p>Section 6(C) – provides union access to new bargaining unit employees during new employee orientation process.</p> <p>Section 8 – Union may designate employees to serve as Negotiation Committee, not to exceed 1 per 2,000 covered employees.</p>	

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 3, 2015
Fiscal Year 2015-16 Successor Agreement Negotiations – All Articles Open for Negotiation
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Article at Impasse: 25

Article	State Proposals	Union Proposals	Comments
5 – Union Activities and Employee Representation (continued)	Section 9 – Moves personal leave use for attending union activities from Article 18 – Leaves of Absence.		
6 – Grievance Procedure	<p>State Proposal of January 26, 2015: Section 2(G) – resolution of a grievance prior to arbitration may establish precedent if stipulated in the settlement agreement and approved by DMS.</p> <p>Section 3(G)(3)(b) Step 2: replace “may” with “shall” to require meeting of parties at step 2.</p> <p>Section 3(G)(5) – When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (6)(d) may</p>	<p>Union Proposal of January 22, 2015: Section 2(G) – resolution of a grievance prior to arbitration may establish precedent if stipulated in the settlement agreement.</p> <p>Section 3(G)(3) (b) – Step 2: replace “may” with “shall” to require meeting at step 2.</p>	Agreed to and signed state’s 1/26/15 proposal on 1/28/15.

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 3, 2015
Fiscal Year 2015-16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Article at Impasse: 25

Article	State Proposals	Union Proposals	Comments
6 – Grievance Procedure (continued)	<p>be extended by mutual agreement beyond five months.</p> <p>Section 3(G)(6)(f) – At least fifteen days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts or matters relevant to the grievance about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.</p> <p>New Section 5 – Exceptions: 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</p>		

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 3, 2015
Fiscal Year 2015-16 Successor Agreement Negotiations – All Articles Open for Negotiation
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Article at Impasse: 25

Article	State Proposals	Union Proposals	Comments
6 – Grievance Procedure (continued)	<p>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 form shall identify the specific group (i.e., employees’ job classification(s), work unit(s), institution(s), etc.) 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.</p>		
7 – Discipline	<p><u>State Proposal of January 8, 2015:</u> Re-propose FY 2014-15 Article:</p> <p>Section 2 – proposes employee receive notice of appealable disciplinary action at least 10 <u>calendar</u> days prior to the date the action is to be taken subject to section 110.227(5)(a), F.S.</p>	<p><u>Union Proposal of January 30, 2015:</u></p>	<p>Agreed to and signed state’s proposal on 2/3/15.</p>

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 3, 2015
Fiscal Year 2015-16 Successor Agreement Negotiations – All Articles Open for Negotiation
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Article at Impasse: 25

Article	State Proposals	Union Proposals	Comments
7 – Discipline (continued)	Section 3 – (A) An employee who has not attained permanent status in his current position shall not have access to the grievance procedure in Article 6 when disciplined. (B) Letters of counseling or counseling notices are not discipline and are not grievable; however may be used at an administrative hearing involving an employee’s discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns; an employee may respond in writing to letters of counseling or counseling notices within 60 calendar days of receipt; a copy of the response will be filing in the employee’s official personnel file. (C) Oral reprimands are not grievable; written reprimands are final and binding at Step 2; an employee may respond in writing to oral or written	Section 3 (A) – An employee who has not attained permanent status in the career service system shall not have access to the grievance procedure in Article 6 when disciplined.	Section 3(A) – Union proposal is contrary to statute that requires employee to have permanent status in his current position (110.217(2), F.S.).

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 3, 2015
Fiscal Year 2015-16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Article at Impasse: 25

Article	State Proposals	Union Proposals	Comments
7 – Discipline (continued)	<p>reprimands within 60 calendar days of receipt; a copy of the response will be filed in the employee’s official personnel file.</p> <p>(D) An employee with permanent status in his current position may grieve a reduction in base pay, suspension, involuntary transfer over 50 miles by highway, demotion, or dismissal, through the Arbitration Step, without review at Step 3, in accordance with the grievance procedure in Article 6; in the alternative, such actions may be appealed to PERC under the provisions of section 110.227(5) and (6), F.S.</p>	<p>(D) An employee who has attained permanent status may grieve a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal through the Arbitration Step, without review at Step 3, in accordance with the grievance procedure in Article 6 of this contract. In the alternative, such actions may be appealed to the Public Employees Relations Commission under the provision of section 110.227(5) and (6) Florida Statutes.</p>	<p>Section 3(D) – Union proposal is contrary to statute that requires employee to have permanent status in his current position (110.227(5)(a), F.S.).</p>
8 – Workforce Reduction	<p><u>State Proposal of January 8, 2015:</u> Status quo</p>		<p>Agreed to and signed state’s proposal on 1/27/15.</p>

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 3, 2015
Fiscal Year 2015-16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Article at Impasse: 25

Article	State Proposals	Union Proposals	Comments
9 – Vacant	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
10 – Vacant	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
11 – Classification Review	<u>State Proposal of January 8, 2015:</u> Section 1(A) – Provides specific broadband terminology for classification reviews. Section 1(B) - The written decision of the Secretary of the Department of Management Services or designee shall be final and binding on all parties.	<u>Union Proposal of January 30, 2015:</u> Section 2 – State employees subject to work load quotas shall not have their quotas increased arbitrarily. In no event shall state employees be disciplined for failure to meet increased work load quotas for the first 6 months in which the new quotas are implemented.	Agreed to and signed state's proposal on 2/3/15.
12 – Personnel Records	<u>State Proposal of January 8, 2015:</u> (A) Information in an employee's official personnel file may be maintained in electronic as well as paper form.		Agreed to and signed state's proposal on 1/27/15.

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 3, 2015
Fiscal Year 2015-16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Article at Impasse: 25

Article	State Proposals	Union Proposals	Comments
12 – Personnel Records (continued)	<p>(B) Terminology changed from derogatory “material” to “document,” and employee “answer” to “response.”</p> <p>(D) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document in the personnel file is invalid, the document shall be placed in an envelope, together with an explanation, the outside of the envelope and all pages of the document marked “VOID”, and retained in the employee’s personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State. In the case of electronic records, a Personnel Action Request (PAR) that has been determined to be void shall have a note added to the PAR form indicating that the action is “VOID”.</p> <p>(E) Information in an employee’s official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted</p>		

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 3, 2015
Fiscal Year 2015-16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Article at Impasse: 25

Article	State Proposals	Union Proposals	Comments
12 – Personnel Records (continued)	by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.		
13 – Health and Safety	<u>State Proposal of January 8, 2015:</u> Status quo Status quo		Agreed to and signed state's proposal on 1/27/15.
14 – Performance Review	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
15 – Length of Service Preference	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
16 – Vacant	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
17 – Vacant	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
18 – Leaves of Absence, Hours of Work, Disability Leave	<u>State Proposal of January 8, 2015:</u> Re-propose FY 14-15 Article: Section 2 – Deletes language that the Union agrees to support changes in Rule 60L-34, F.A.C. that may be required for the state to be in compliance with the FLSA as it is applied to public employees.	<u>Union Proposal of January 30, 2015:</u>	Agreed to and signed state's proposal on 2/3/15.

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 3, 2015
Fiscal Year 2015-16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Article at Impasse: 25

Article	State Proposals	Union Proposals	Comments
18 – Leaves of Absence, Hours of Work, Disability Leave (continued)	Sections 5 and 6 – Moves negotiations committee and union activities sections to Article 5.	Section 8 – should an employee demonstrate through People First that use of Special Compensatory Leave was denied, such leave time shall be converted to annual leave instead of forfeited.	<u>Costing Estimate:</u> Indeterminate
19 – Replacement of Personal Property	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
20 – Training	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
21 – Compensation for Temporary Special Duty in a Higher Position	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
22 – Vacant	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
23 – Vacant	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
24 – On-Call Assignment and Call Back	<u>State Proposal of January 26, 2015:</u> Section 1(C) – Revises language to incorporate and reference applicable rule and statute.	<u>Union Proposal of January 22, 2015:</u> Section 1(C)(2) – Employees on call on a Saturday, Sunday, or holiday will be compensated by payment of a fee in an amount equal to one-fourth of the employee's hourly pay for the period such employee is required to be available.	Agreed to and signed state's 1/26/15 proposal on 1/29/15. <u>Costing Estimate:</u> Indeterminate

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 3, 2015
Fiscal Year 2015-16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Article at Impasse: 25

Article	State Proposals	Union Proposals	Comments
25 – Wages	<p data-bbox="457 391 968 716">State Proposal of January 26, 2015: Section 1 – General Pay Provisions Agencies’ authority to provide increases to employees’ base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.</p> <p data-bbox="457 1052 968 1414">Section 2 – Deployment to a Facility or Area Closed due to Emergency In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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</p>	<p data-bbox="997 391 1507 602">Union Proposal of January 22, 2015: Section 1 – General Pay Provisions Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2015-2016 General Appropriations Act.</p> <p data-bbox="997 756 1507 935">(New) Section 2 – General Wage Increase: Effective October 1, 2015, full-time eligible employees shall receive an annual competitive pay adjustment of 12%.</p> <p data-bbox="997 1049 1507 1154">Section 3 – Deployment to a Facility or Area Closed due to Emergency Same as State’s Proposal Section 2</p>	<p data-bbox="1537 756 1976 894">Union proposal reincorporates Section 2 from Fiscal Year 2013-14 agreement – General Wage Increase for Fiscal Year 2013-14</p> <p data-bbox="1537 935 1892 967">Costing Estimate: \$237.5 M</p>

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 3, 2015
Fiscal Year 2015-16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Article at Impasse: 25

Article	State Proposals	Union Proposals	Comments
25 – Wages (continued)	<p>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.</p> <p>Section 3 – Cash Payout of Annual Leave Permanent Career Service employees may be given the option of receiving up to 24 hours of unused annual leave each December in the form of a cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes.</p> <p>Section 4 – Performance Pay In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, and from existing agency resources, 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.</p>	<p>Section 4 – Cash Payout of Annual Leave Same as State's proposal Section 3</p> <p>Section 5 – Performance Pay Same as State's proposal Section 4</p>	

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 3, 2015
Fiscal Year 2015-16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Article at Impasse: 25

Article	State Proposals	Union Proposals	Comments
25 – Wages (continued)	<p>Section 5 – 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.</p> <p>Section 6 – Discretionary Raises In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.</p>	<p>Section 6 – Savings Sharing Program Same as State’s proposal Section 5</p> <p>Section 7 – Competitive Area Differential Same as State’s proposal Section 6</p> <p>Section 8 – Cost of Living Adjustment Effective January 1, 2016, full-time eligible employees shall receive a cost of living adjustment reflecting the social security cost of living allowance increase or 2%, whichever is higher, to their base rate of pay.</p>	<p>Costing Estimate: \$39.6 M</p>
26 – Quality Service Through Partnership	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state’s proposal on 1/27/15.

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 3, 2015
Fiscal Year 2015-16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Article at Impasse: 25

Article	State Proposals	Union Proposals	Comments
27 – Health Insurance	<u>State Proposal of January 26, 2015:</u> The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2015-2016.		Agreed to and signed state's 1/26/15 proposal on 1/28/15.
28 – Travel Expenses	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
29 – No Strike	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
30 – Vacant	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
31 – Management Rights	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
32 – Entire Agreement	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
33 – Savings Clause	<u>State Proposal of January 8, 2015:</u> Status quo		Agreed to and signed state's proposal on 1/27/15.
34 – Duration	<u>State Proposal of January 8, 2015:</u> Proposes a 1-year agreement to expire June 30, 2016.		Agreed to and signed state's 1/26/15 proposal on 1/28/15.

PBA - Special
Agent Unit

Article 23
WORKDAY, WORKWEEK AND OVERTIME

SECTION 1 – Overtime

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

(B) Work beyond the normal workweek or approved extended period shall be recognized in accordance with Rule 60L-34, Florida Administrative Code; provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor's Executive Order shall be subject to a 40 hour workweek while so assigned. The state and the Association will cooperate to secure funds for the payment of overtime to unit employees in the situation described herein.

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

(D) If the agency has a plan approved in advance by the DMS, FLSA compensatory leave credits shall be granted, administered and used as described below:

An employee who is filling an included position may, at the end of the approved extended period if mutually agreed to by the employee and supervisor, waive payment for overtime and have the overtime hours credited to FLSA compensatory leave. If such approved election is made, the overtime hours will be credited as FLSA compensatory leave credits at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of FLSA compensatory leave credits which may be taken in any increments if agreed to by the employee and the supervisor. If mutual agreement is not reached, the supervisor may, with a minimum of five workdays notice, require the employee to use such leave credits at any time in increments of full work days. However, all unused FLSA compensatory leave credits at the close of business on December 31 and June 30 shall be paid for at the employee's straight time regular hourly rate in accordance with Rule 60L-34, Florida Administrative Code. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused FLSA compensatory leave in accordance with the above.

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

SECTION 2 – Workday

(A) The agency shall not require an employee to split a workday into two or more segments without the mutual agreement of the employee and the employer.

(B) Where employees are required to work extra hours during an approved extended work period, the state will make a good faith effort to offset such extra hours in eight hour increments, provided this can be done prior to the end of the extended work period.

SECTION 3 – Sick Leave Pool and Sick Leave Transfer

Employees shall be subject to the conditions, and have full access to the benefits, of the employing agency's existing sick leave pool and sick leave transfer plan.

SECTION 4 – Special Compensatory Leave

(A) Special Compensatory Leave is defined as leave that is earned as a result of hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when a facility is closed under emergency conditions as provided in Rule 60L-34, Florida Administrative Code.

(B) Use of Special Compensatory Leave:

(1) When an employee earns special compensatory leave credits, the employee shall have 60 calendar days in which to use the earned special compensatory leave time.

(2) If the employee fails to use the earned special compensatory leave during the 60 day period, the supervisor shall schedule the employee to use the leave.

(3) An employee who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the employee's earned special compensatory leave each calendar year or the amount necessary to bring the employee's special compensatory leave balance to 240 hours, whichever is less, prior to using any annual leave credits.

(4) An employee who begins employment after July 1, 2013 shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits,

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

notwithstanding any additional hours worked on a holiday, during the established work week containing a holiday, or during the closure of a facility during emergency conditions.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 24
ON-CALL, CALL-BACK and COURT APPEARANCES

SECTION 1 – On-Call

On-call assignment shall be as defined in Rule 60L-32, Florida Administrative Code. Based on the availability of funds, ~~employees~~ an employee who ~~are~~ is required to be on-call shall be ~~compensated by payment of a fee paid an on-call additive~~ in an amount of ~~not less than~~ one dollar (\$1.00) per hour for ~~each hour~~ the hour(s) the employee is required to be available on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C. ~~Employees~~ An employee who ~~are~~ is required to be on-call on a Saturday, Sunday and/or a holiday as listed in section 110.117(1), Florida Statutes, ~~will be compensated by payment of a fee~~ shall be paid an on-call additive in an amount per hour equal to one-fourth of the statewide hourly minimum for the employee's class paygrade for ~~each eight hour period~~ the hour(s) the employee is required to be available on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

SECTION 2 – Call-Back

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – General Pay Provisions

Agencies' authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, contingent on the availability of funds and at the discretion of the Agency Head, 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 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, and from existing agency resources, 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 5 – 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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

SECTION 6 – Discretionary Raises

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, contingent on the availability of funds and at the discretion of the Agency Head, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Special Agents Unit

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

**WORKING
DRAFT**

*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.

4(A)

23

*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**

**Police Benevolent Association (PBA) - Special Agents CBU 10 Wage Proposals
Fiscal Year 2015-2016**

Union/Issue	Estimated Cost	Comments
<p>Article 18/23: proposes that the State allow its three law enforcement bargaining units to pilot a holiday leave program for all bargaining unit employees receiving special compensatory leave on a holiday or day designated by the Governor as a holiday. Employees would be paid for all hours worked on a holiday in place of receiving special compensatory leave for working on a holiday or for the hours in their regularly scheduled work shift. The holiday pay would be in addition to the regular pay for working on a holiday.</p>	Indeterminate	
<p>Article 24: Call back minimums set at a minimum of four hours. Court appearance time increased to three hours.</p>	Indeterminate	
<p>Article 25: Effective July 1, 2015, each employee with less than/more than seven years of sworn service shall receive a competitive pay adjustment of 3%/5% percent on the employee's June 30, 2015, base rate of pay or, at a minimum an annual \$1200/\$1500 increase in the employee's June 30, 2015 base rate of pay, whichever is greater.</p>	\$728,893	<p>Calculation is based on current active employees and excludes vacancies. A 3% increase (or \$1,200 min) for those not yet having 7 years (\$173,656) and a 5% increase (or \$1,500 min) for those with 7 or more years (\$555,237). People First was the source of data for calculation including retirement and FICA.</p>
<p>Article 27: Health insurance benefits and employee contributions would remain unchanged for the upcoming fiscal year.</p>	No Increased Cost	<p>The Governor's Recommended Budget for Fiscal Year 2015-2016 maintains benefits at the status quo for the bargaining unit.</p>

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
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Articles at Impasse: 23, 24, 25**

Article	State Proposal	Union Proposal	Comments
1 – Recognition	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
2 – Gender Reference	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
3 – Vacant	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
4 – No Discrimination	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
5 – Employee Representation and Association Activities	<u>State Proposal of December 15, 2014:</u> Status quo	<u>Union Proposal of January 15, 2015:</u> Withdrawn on February 3, 2015	Tentatively agreed to and signed state’s proposal on February 5, 2015.
6 – Grievance Procedure	<u>State Proposal of February 3, 2015:</u> Section 3(G)(5) – proposes when the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (6)(e) may be extended by mutual agreement beyond five months. Section 3(G)(6)(f) – proposes at least fifteen days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a		Tentatively agreed to and signed state’s proposal on February 3, 2015.

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

Shaded = Closed

Articles at Impasse: 23, 24, 25

Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure (continued)	<p>brief statement of the material facts about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.</p> <p>Section 5(B)(2) – proposes in the case of a class action grievance, the grievance form shall identify the specific group (i.e., employees’ job classification(s), work unit(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement.</p>		
7 – Internal Investigations and Disciplinary Actions	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
8 – Workforce Reduction	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
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Articles at Impasse: 23, 24, 25

Article	State Proposal	Union Proposal	Comments
9 – Lateral Action, Transfer, Change in Duty Station	<p><u>State Proposal of January 26, 2015:</u> Section 6(A) – proposes an employee appointed to a position, including a position to which the employee has been promoted, must successfully complete at a least a one-year probationary period before attaining permanent status in the position.</p> <p>Section 6(B) – proposes an agency’s actions in removing or dismissing an employee from a probationary position to which the employee has been promoted from a position in which the employee held permanent status are governed by the provisions of Section 110.217(3), Florida Statutes, and, pursuant to this statutory provision, are not grievable.</p>		Tentatively agreed to and signed state’s proposal on February 3, 2015.
10 – Grooming	<p><u>State Proposal of December 15, 2014:</u> Status quo</p>		Tentatively agreed to and signed state’s proposal on January 19, 2015.
11 – Classification Review	<p><u>State Proposal of December 15, 2014:</u> Provides specific broadband terminology for classification reviews.</p>		Tentatively agreed to and signed state’s proposal on February 3, 2015.

Police Benevolent Association
Special Agent Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 23, 24, 25

Article	State Proposal	Union Proposal	Comments
12 – Personnel Records	<p><u>State Proposal of December 15, 2014:</u></p> <p>(A) Information in an employee’s official personnel file may be maintained in electronic as well as paper form.</p> <p>(B) If a derogatory document is placed in an employee’s official personnel file, the employee will have a right to respond to any such document filed, and the employee’s response will be attached to the file copy.</p> <p>(D) If a document has been determined to be invalid, such document shall be placed in an envelope, together with a letter of explanation. The outside of the envelope and all pages of the document shall be marked “VOID”, and retained in the employee’s personnel file. 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 is “VOID”. A printed copy of an electronic performance evaluation determined to be invalid shall be marked “VOID” and retained in the personnel file as described above.</p>		Tentatively agreed to and signed state’s proposal on February 3, 2015.

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 23, 24, 25**

Article	State Proposal	Union Proposal	Comments
12 – Personnel Records (continued)	(E) Information in an employee’s official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.		
13 – Safety	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
14 – Performance Review	<u>State Proposal of February 3, 2015:</u> Status quo	<u>Union Proposal of January 15, 2015:</u> Section (B) – proposes numerical arrest citations or violation quotas <u>not</u> be used in reviewing an employee’s performance.	Tentatively agreed to and signed state’s proposal on February 3, 2015.
15 – Seniority	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
16 – Employment Outside State Government	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.

Police Benevolent Association
Special Agent Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 23, 24, 25

Article	State Proposal	Union Proposal	Comments
17 – Department Vehicles	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
18 – Leave	<u>State Proposal of January 26, 2015:</u> Status quo		Tentatively agreed to and signed state's proposal on February 3, 2015.
19 – Personal Property Replacement and/or Reimbursement	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
20 – Educational Assistance Plan	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
21 – Compensation for Temporary Special Duty in Higher Level Position	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
22 – Job-Connected Disability	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
23 – Workday, Workweek and Overtime	<u>State Proposal of December 15, 2014:</u> Status quo	<u>Union Proposal of January 15, 2015:</u> Section 6, New Subsection (C) – proposes on or after July 1, 2015, contingent on the availability of funds and at the agency head's discretion, each agency is authorized to enter into negotiations with the PBA providing payment to an employee for special compensatory leave earned as provided for in Rule 60L-34, F.A.C., or Section	Costing Estimate: Indeterminate

Police Benevolent Association
Special Agent Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 23, 24, 25

Article	State Proposal	Union Proposal	Comments
23 – Workday, Workweek and Overtime (continued)		4(A) of this article. The terms of such agreement shall be set forth in a memorandum mutually agreed to by the agency and the PBA.	
24 – On-Call, Call-Back, and Court Appearances	<p><u>State Proposal of January 26, 2015:</u> Section 1 – an employee who is required to be on-call shall be paid an on-call additive in an amount of \$1.00 per hour for the hour(s) the employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C. An employee who is required to be on-call on a Saturday, Sunday, and/or a holiday as listed in section 110.117(1), F.S., will be paid an on-call additive in an amount per hour equal to one-quarter of the statewide hourly minimum for the employee’s paygrade for the hour(s) the employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.</p>	<p><u>Union Proposal of January 15, 2015:</u></p> <p>Section 2 – proposes a call-back minimum of four hours (consistent with the Florida Highway Patrol and Law Enforcement units).</p>	<p>Costing Estimate: Indeterminate</p> <p>Current contract provides for actual time worked or a minimum of two hours.</p>

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 23, 24, 25**

Article	State Proposal	Union Proposal	Comments
24 – On-Call, Call-Back, and Court Appearances (continued)		Section 3 – proposes 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 three hours, whichever is greater.	Costing Estimate: Indeterminate Current contract provides for actual time worked or a minimum of two and a half hours.
25 – Wages	<p>State Proposal of January 26, 2015: Section 1 – General Pay Provisions Agencies’ authority to provide increases to employees’ base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.</p> <p>Section 2 – Deployment to a Facility or Area Closed due to Emergency In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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</p>	<p>Union Proposal of January 15, 2015: Section 2 – proposes effective July 1, 2015, each employee with less than 7 years of sworn service shall receive a competitive pay adjustment of 3% on the employee’s June 30, 2015 base rate of pay, or a minimum annual increase of \$1,200 in the employee’s June 30, 2015 base rate of pay, whichever is greater; each employee with 7 years or more of sworn service shall receive a competitive pay adjustment of 5% or a minimum annual increase of \$1,500, whichever is greater.</p>	Costing Estimate: \$728,893

Police Benevolent Association
Special Agent Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
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Articles at Impasse: 23, 24, 25

Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>or area closed due to emergency conditions from another area of the state that is not closed.</p> <p>Section 3 – Cash Payout of Annual Leave Permanent Career Service employees may be given the option of receiving up to 24 hours of unused annual leave each December in the form of a cash payout subject to, and in accordance with, section 110.219(7), F.S.</p> <p>Section 4 – Performance Pay In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, and from existing agency resources, 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, F.A.C.</p> <p>Section 5 – 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), F.S.</p>		

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
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Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	Section 6 – Discretionary Raises In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.		
26 – Equipment and Service Awards	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
27 – Insurance Benefits	<u>State Proposal of January 26, 2015:</u> Section 1 – The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2015-2016.	<u>Union Proposal of January 15, 2015:</u> Section 1 – proposes no change to the health insurance benefits and employee contribution rates for Fiscal Year 2015-2016.	Tentatively agreed to and signed state’s proposal on February 3, 2015.
28 – Travel Expenses	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
29 – Drug Testing	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.

Police Benevolent Association
Special Agent Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 23, 24, 25

Article	State Proposal	Union Proposal	Comments
30 – No Strike	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
31 – State Personnel System Rules	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
32 – Management Rights	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
33 – Entire Agreement	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
34 – Savings Clause	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
35 – Duration	<u>State Proposal of December 15, 2014:</u> Proposes 1-year agreement to expire on June 30, 2016.		Tentatively agreed to and signed state's proposal on February 3, 2015.

PBA - Law
Enforcement Unit

Article 18
HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY

The Parties specifically agree that the attendance and leave provisions as contained in Chapter 60L-34 of the 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. The state shall not compel an employee to involuntarily use annual leave in circumstances where the employee is ill or otherwise qualified for sick leave. This provision shall not apply in instances of qualified family medical leave.

SECTION 1 – Workday

(A) Agencies shall not require an employee to split a workday into two or more segments without the mutual agreement of the employee and the employer.

(B) Where an employee works hours in excess of their regular schedule, the state has the ability to adjust the employees schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee's adjusted shift for a 40-hour work period, or 24 hours' notice for a 80-hour work period or 36 hours' notice for a 160-hour work period. The state will make a good faith effort to offset such extra hours in eight hour increments.

SECTION 2 – Non-Required Work Time

Employees shall not be required to volunteer time to the state. If records of voluntary time are kept by the state or its agencies, they shall not be used to adversely affect performance reviews or promotions.

SECTION 3 – Work Schedule

(A) Where an employee has an established schedule, a change in workdays or shifts will be posted no less than 14 calendar days in advance and will reflect at least a two workweek schedule; however, the state will make a good faith effort to reflect a one month schedule.

(B) In the event of a declared emergency the notice requirement of this Section may be void.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

(C) The state will continue to observe the scheduling structures currently in place at each agency and agrees to bargain any change in the overall practice of how schedules are established.

SECTION 4 – Overtime

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

(B) Work beyond the normal workweek or approved extended period shall be recognized in accordance with Chapter 60L-34, Florida Administrative Code; provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor’s Executive Order shall be subject to a 40 hour workweek while so assigned. The state and the PBA will cooperate to secure funds for the payment of overtime to employees in the situation described herein. The state shall make a reasonable effort to equalize distribution of overtime opportunities.

(C) The PBA agrees to support those changes in Chapter 60L-34, Florida Administrative Code that may be required in order for the state to be in compliance with the Fair Labor Standards Act as it is applied to public employees, which the state agrees to comply with.

SECTION 5 – FLSA Compensatory Leave

(A) If an agency has a plan approved in advance by the Department of Management Services, FLSA compensatory leave credits shall be granted, administered and used as described below:

(B) An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave”. Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of “FLSA compensatory leave” credits which may be taken in any increments at the employee’s discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee’s request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in “undue disruption.” If the

For the State

For the PBA

Michael Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel and Chief Negotiator

Date

Date

FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year. all unused "FLSA compensatory leave" credits at the close of business on December 31 and June 30 shall be paid for at the employee's straight time regular hourly rate in accordance with Chapter 60L-34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused "FLSA compensatory leave" in accordance with the above.

(C) The parties agree that all law enforcement recruits shall be treated in the manner described below with regard to FLSA compensatory leave:

(1) Law enforcement recruits undergoing training to attain Law Enforcement Certification, or agency-specific orientation, will be exempt from the 80 hour cap on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.

(2) Recruits may request up to 120 hours of FLSA leave upon graduation from the academy or educational institution for the purpose of relocating to their new assignment. Such leave must be authorized by the recruit's agency. Recruits must use the accrued FLSA compensatory leave credits before using regular annual leave.

(3) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Chapter 60L-34, Florida Administrative Code, and Article 18, Section 5(B) of the Agreement.

SECTION 6 – Special Compensatory Leave

(A) Special Compensatory Leave is defined as leave that is earned as provided in Rule 60L-34, Florida Administrative Code, for hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when the employee's assigned office, facility, or region is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

(B) Use of Special Compensatory Leave:

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

(1) When an employee earns special compensatory leave credits, the employee shall have 60 calendar days in which to use the earned special compensatory leave time.

(2) If the employee fails to use the earned special compensatory leave during the 60 day period, the supervisor shall schedule the employee to use the leave.

(3) An employee who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the employee's earned special compensatory leave each calendar year or the amount necessary to bring the employee's special compensatory leave balance to 240 hours, whichever is less, prior to using any annual leave credits.

(4) An employee who begins employment after July 1, 2013 shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established work week containing a holiday, or during the closure of the employee's assigned office, facility, or region pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

SECTION 7 – Sick Leave Pool and Sick Leave Transfer

Each agency shall set up and administer a sick leave pool and sick leave transfer plan for employees if there is sufficient employee participation to render the pool and sick leave transfer plan administratively feasible. Employees shall be subject to the conditions, and have full access to the benefits, of the employing agency's existing sick leave pool and sick leave transfer plan.

SECTION 8 – Section 440.15(11), Florida Statutes – Full-Pay Status

(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in section 440.15(11), Florida Statutes, may be carried in full-pay status.

(B) Any claim by an employee or the PBA concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

SECTION 9 – Chapter 60L-34, Florida Administrative Code - Disability Leave with Pay

An employee who sustains a job-connected disability which is not covered by Section 8 above, is eligible for disability leave with pay under the provisions of Chapter 60L-34, Florida Administrative Code. The Agency Head or designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of Chapter 60L-34, Florida Administrative Code, provided, however, the Secretary of the Department of Management Services or designee shall have the right to determine whether or not an employee should be carried in full-pay status for more than 26 weeks. An employee shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full-pay status under Chapter 60L-34, Florida Administrative Code. However, no employee shall be carried in full-pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave or leave without pay.

SECTION 10 – Alternate Duty

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

(B) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 2. The decision of the Agency Head or designee shall be final and binding on all parties.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – General Pay Provisions

Agencies' authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, and from existing agency resources, 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 5 – 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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

SECTION 6 – Discretionary Raises

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Law Enforcement Officers Unit

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

**WORKING
DRAFT**

*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 2014-20152015-2016 General Appropriations Act;

Effective July 1, 2015, each employee with less than seven years of sworn service shall receive a competitive pay adjustment of ~~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

**Police Benevolent Association (PBA) - Law Enforcement Unit CBU 06 Economic Proposals
Fiscal Year 2015-2016**

Union/Issue	Estimated Cost	Comments
<p>Article 18/23: proposes that the State allow its three law enforcement bargaining units to pilot a holiday leave program for all bargaining unit employees receiving special compensatory leave on a holiday or day designated by the Governor as a holiday. Employees would be paid for all hours worked on a holiday in place of receiving special compensatory leave for working on a holiday or for the hours in their regularly scheduled work shift. The holiday pay would be in addition to the regular pay for working on a holiday.</p>	Indeterminate	
<p>Article 24: Call back minimums set at a minimum of four hours. Court appearance time increased to three hours.</p>	Indeterminate	
<p>Article 25: Effective July 1, 2015, each employee with less than/more than seven years of sworn service shall receive a competitive pay adjustment of 3%/5% percent on the employee's June 30, 2015, base rate of pay or, at a minimum an annual \$1200/\$1500 increase in the employee's June 30, 2015 base rate of pay, whichever is greater.</p>	\$2.6 M	<p>Calculation is based on current active employees and excludes vacancies. A 3% increase (or \$1,200 min) for those not yet having 7 years (\$1,045,657) and a 5% increase (or \$1,500 min) for those with 7 or more years (\$1,515,593). People First was the source of data for calculation including retirement and FICA.</p>
<p>Article 27: Health insurance benefits and employee contributions would remain unchanged for the upcoming fiscal year.</p>	No Increased Cost	<p>The Governor's Recommended Budget for Fiscal Year 2015-2016 maintains benefits at the status quo for the bargaining unit.</p>

Police Benevolent Association
Law Enforcement Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
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Article	State Proposal	Union Proposal	Comments
1 – Recognition	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
2 – Gender Reference	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
3 – Vacant	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
4 – No Discrimination	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
5 – Employee Representation and PBA Activities	<u>State Proposal of December 15, 2014:</u> Status quo	<u>Union Proposal of January 15, 2015:</u> Withdrawn on February 3, 2015	Tentatively agreed to and signed state’s proposal on February 5, 2015.
6 – Grievance Procedure	<u>State Proposal of February 3, 2015:</u> Section 3(G)(4) – proposes when the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (5)(d) may be extended by mutual agreement beyond five months. Section 3(G)(5)(c) – proposes at least fifteen days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called		Tentatively agreed to and signed state’s proposal on February 5, 2015.

**Police Benevolent Association
Law Enforcement Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
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Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure (continued)	<p>at the hearing, except rebuttal witnesses, and a brief statement of the material facts about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.</p> <p>Section 5(B)(2) – proposes in the case of a class action grievance, the grievance form shall identify the specific group (i.e., employees’ job classification(s), work unit(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement.</p>		
7 – Internal Investigations	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
8 – Workforce Reduction	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.

**Police Benevolent Association
Law Enforcement Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 18, 25**

Article	State Proposal	Union Proposal	Comments
9 – Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion	<p><u>State Proposal of January 26, 2015:</u> Section 10(A) – proposes an employee appointed to a position, including a position to which the employee has been promoted, must successfully complete at a least a one-year probationary period before attaining permanent status in the position.</p> <p>Section 10(B) – proposes an agency’s actions in removing or dismissing an employee from a probationary position to which the employee has been promoted from a position in which the employee held permanent status are governed by the provisions of Section 110.217(3), Florida Statutes, and, pursuant to this statutory provision, are not grievable.</p>		Tentatively agreed to and signed state’s proposal on February 5, 2015.
10 – Disciplinary Action	<p><u>State Proposal of December 15, 2014:</u> Status quo</p>		Tentatively agreed to and signed state’s proposal on January 19, 2015.
11 – Classification Review	<p><u>State Proposal of December 15, 2014:</u> (B) – provides specific broadband terminology for classification reviews.</p>		Tentatively agreed to and signed state’s proposal on February 5, 2015.

**Police Benevolent Association
 Law Enforcement Unit – State Personnel System
 Current One-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining as of February 5, 2015
 Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
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 Articles at Impasse: 18, 25**

Article	State Proposal	Union Proposal	Comments
12 – Personnel Records	<p><u>State Proposal of December 15, 2014:</u></p> <p>(A) Information in an employee’s official personnel file may be maintained in electronic as well as paper form.</p> <p>(B) If a derogatory document is placed in an employee’s official personnel file, the employee will have a right to respond to any such document filed, and the employee’s response will be attached to the file copy.</p> <p>(D) If a disciplinary action is not sustained, or is unfounded, or is otherwise determined to otherwise be invalid, or when an employee is exonerated of a charge brought in a disciplinary action, the record copy of such action shall be placed in an envelope, together with a letter of explanation, the outside of the envelope and all pages of the document shall be marked “VOID”, and retained in the employee’s personnel file. 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 is “VOID”.</p>		Tentatively agreed to and signed state’s proposal on February 5, 2015.

Police Benevolent Association
Law Enforcement Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
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Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
12 – Personnel Records (continued)	(E) Information in an employee’s official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.		
13 – Safety	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
14 – Performance Review	<u>State Proposal of February 3, 2015:</u> Status quo	<u>Union Proposal of January 15, 2015:</u> Section 1(C) – proposes numerical arrest citations or violation quotas <u>not</u> be used in reviewing an employee’s performance.	Tentatively agreed to and signed state’s proposal on February 5, 2015.
15 – Seniority	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
16 – Employment Outside State Government	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
17 – Grooming Standards	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.

Police Benevolent Association
Law Enforcement Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
18 – Hours of Work, Leave and Job-Connected Disability	<u>State Proposal of January 26, 2015:</u> Status quo	<u>Union Proposal of January 15, 2015:</u> Section 6, New Subsection (C) – proposes on or after July 1, 2015, contingent on the availability of funds and at the agency head’s discretion, each agency is authorized to enter into negotiations with the PBA providing payment to an employee for special compensatory leave earned as provided for in Rule 60L-34, F.A.C., or Section 6(A) of this article. The terms of such agreement shall be set forth in a memorandum mutually agreed to by the agency and the PBA.	Costing Estimate: Indeterminate
19 – Personal Property – Replacement and/or Reimbursement	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
20 – Training and Education	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
21 – Compensation for Temporary Special Duty in Higher Level Position	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
22 – Vacant	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.

Police Benevolent Association
Law Enforcement Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
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Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
23 – Equipment	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
24 – On-Call Assignment – Call-Back – Court Appearance	<p><u>State Proposal of January 26, 2015:</u></p> <p>Section 2 – strikes in its entirety provision requiring an agency to request approval from DMS for on-call pay (this was delegated to the agencies in 2012).</p> <p>Section 2(A) – an employee who is required to be on-call shall be paid an on-call additive in an amount of \$1.00 per hour for the hour(s) the employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.</p> <p>Section 2(B) – an employee who is required to be on-call on a Saturday, Sunday, and/or a holiday as listed in section 110.117(1), F.S., will be paid an on-call additive in an amount per hour equal to one-quarter of the statewide hourly minimum for the employee’s paygrade for the hour(s) the employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.</p>	<u>Union Proposal of January 15, 2015:</u>	Tentatively agreed to and signed state’s proposal on February 5, 2015.

**Police Benevolent Association
Law Enforcement Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
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Articles at Impasse: 18, 25**

Article	State Proposal	Union Proposal	Comments
24 – On-Call Assignment – Call-Back – Court Appearance (continued)		Section 5 – proposes if an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regular assigned shift, the employee shall be credited for actual time worked, or a minimum of three hours, whichever is greater.	Current contract provides for actual time worked or a minimum of two and a half hours.
25 – Wages	<p><u>State Proposal of January 26, 2015:</u> Section 1 – General Pay Provisions Agencies’ authority to provide increases to employees’ base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.</p> <p>Section 2 – Deployment to a Facility or Area Closed due to Emergency In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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</p>	<p><u>Union Proposal of January 15, 2015:</u> Section 2 – proposes effective July 1, 2015, each employee with less than 7 years of sworn service shall receive a competitive pay adjustment of 3% on the employee’s June 30, 2015 base rate of pay, or a minimum annual increase of \$1,200 in the employee’s June 30, 2015 base rate of pay, whichever is greater; each employee with 7 years or more of sworn service shall receive a competitive pay adjustment of 5% or a minimum annual increase of \$1,500, whichever is greater.</p>	Costing Estimate: \$2.6 million

Police Benevolent Association
Law Enforcement Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
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Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.</p> <p>Section 3 – Cash Payout of Annual Leave Permanent Career Service employees may be given the option of receiving up to 24 hours of unused annual leave each December in the form of a cash payout subject to, and in accordance with, section 110.219(7), F.S.</p> <p>Section 4 – Performance Pay In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, and from existing agency resources, 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, F.A.C.</p> <p>Section 5 – 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</p>		

**Police Benevolent Association
Law Enforcement Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation**

Shaded = Closed

Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>the state, pursuant to section 110.1245(1), F.S.</p> <p>Section 6 – Discretionary Raises In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.</p>		
26 – Uniforms and Accessories	<p><u>State Proposal of December 15, 2014:</u> Status quo</p>		<p>Tentatively agreed to and signed state’s proposal on January 19, 2015.</p>
27 – Insurance Benefits	<p><u>State Proposal of January 26, 2015:</u> Section 1 – The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2015-2016.</p>	<p><u>Union Proposal of January 15, 2015:</u> Section 1 – proposes no change to the health insurance benefits and employee contribution rates for Fiscal Year 2015-2016.</p>	<p>Tentatively agreed to and signed state’s proposal on February 5, 2015.</p>
28 – Travel Expenses	<p><u>State Proposal of December 15, 2014:</u> Status quo</p>		<p>Tentatively agreed to and signed state’s proposal on January 19, 2015.</p>

Police Benevolent Association
Law Enforcement Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
29 – Drug Testing	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
30 – No Strike	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
31 – State Personnel System Rules	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
32 – Management Rights	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
33 – Entire Agreement	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
34 – Savings Clause	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
35 – Duration	<u>State Proposal of December 15, 2014:</u> Proposes 1-year agreement to expire on June 30, 2016.		Tentatively agreed to and signed state’s proposal on February 5, 2015.
36 – Awards	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.

PBA - Florida
Highway Patrol Unit

Article 18
HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY

The Parties specifically agree that the attendance and leave provisions as contained in Chapter 60L-34 of the 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. The state shall not compel an employee to involuntarily use annual leave in circumstances where the employee is ill or otherwise qualified for sick leave. This provision shall not apply in instances of qualified family medical leave.

SECTION 1 – Workday, Work Period

(A) The DHSMV shall not require an employee to split a workday into two or more segments without the mutual agreement of the employee and the employer.

(B) Where an employee works hours in excess of their regular schedule, the state has the ability to adjust the employee's schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee's adjusted shift for a 40-hour work period, or 24 hours' notice for a 80-hour work period or 36 hours' notice for a 160-hour work period. The state will make a good faith effort to offset such extra hours in eight hour increments.

(C) The work period for employees shall be 40, 80 or 160 hours, as determined by the Executive Director of the DHSMV.

SECTION 2 – Non-Required Work Time

Employees shall not be required to volunteer time to the state. If records of voluntary time are kept by the state or the DHSMV, they shall not be used to adversely affect performance reviews or promotions.

SECTION 3 – Work Schedule

(A) Where an employee has an established schedule, a change in workdays or shifts will be posted no less than 14 calendar days in advance and will reflect at least a two workweek schedule; however, the state will make a good faith effort to reflect a one month schedule.

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

(B) In the event of a declared emergency the notice requirement of this Section may be void.

(C) The state will continue to observe the scheduling structures currently in place at the DHSMV and agrees to bargain any change in the overall practice of how schedules are established.

SECTION 4 – Overtime

(A) The work period for each full-time employee shall be 40, 80 or 160 hours, as determined by the agency.

(B) Work beyond the employee’s regular work period shall be recognized in accordance with Chapter 60L-34, Florida Administrative Code; provided, however, that when an emergency is declared by the Governor and funds are available, employees who are assigned to the emergency area described in the Governor’s Executive Order shall be subject to a 40 hour workweek while so assigned. The state and the PBA will cooperate to secure funds for the payment of overtime to employees in the situation described herein. The state shall make a reasonable effort to equalize distribution of overtime opportunities.

(C) The PBA agrees to support those changes in Chapter 60L-34, Florida Administrative Code that may be required in order for the state to be in compliance with the Fair Labor Standards Act as it is applied to public employees, which the state agrees to comply with.

SECTION 5 – FLSA Compensatory Leave

(A) If the DHSMV has a plan approved in advance by the Department of Management Services, FLSA compensatory leave credits shall be granted, administered and used as described below:

(B) An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave.” Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of “FLSA compensatory leave” credits which may be taken in any

For the State

For the PBA

Michael Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel and Chief Negotiator

Date

Date

increments at the employee's discretion provided the FLSA compensatory leave is taken by June 30 or December 31 of each year. The employee's request to utilize FLSA compensatory leave shall be granted so long as granting the request would not result in "undue disruption." If the FLSA compensatory leave is not utilized by the employee by June 30 or December 31 of each year, all unused "FLSA compensatory leave" credits at the close of business on December 31 and June 30 shall be paid for at the employee's straight time regular hourly rate in accordance with Chapter 60L-34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused "FLSA compensatory leave" in accordance with the above.

(C) The parties agree that all Florida Highway Patrol recruits shall be treated in the manner described below with regard to FLSA compensatory leave:

(1) Florida Highway Patrol recruits undergoing training to attain Law Enforcement Certification, or agency-specific orientation, will be exempt from the 80 hour cap on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.

(2) Recruits may request up to 120 hours of FLSA leave upon graduation from the academy or educational institution for the purpose of relocating to their new assignment. Such leave must be authorized by the recruit's agency. Recruits must use the accrued FLSA compensatory leave credits before using regular annual leave.

(3) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Chapter 60L-34, Florida Administrative Code, and Article 18, Section 5(B) of the Agreement.

SECTION 6 – Special Compensatory Leave

(A) Special Compensatory Leave is defined as leave that is earned as provided in Rule 60L-34, Florida Administrative Code, for hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when the employee's assigned office, facility, or region is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

(B) Use of Special Compensatory Leave:

(1) When an employee earns special compensatory leave credits, the employee shall have 60 calendar days in which to use the earned special compensatory leave time.

(2) If the employee fails to use the earned special compensatory leave during the 60 day period, the supervisor shall schedule the employee to use the leave.

(3) An employee who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the employee's earned special compensatory leave each calendar year or the amount necessary to bring the employee's special compensatory leave balance to 240 hours, whichever is less, prior to using any annual leave credits.

(4) An employee who begins employment after July 1, 2013 shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established work week containing a holiday, or during the closure of the employee's assigned office, facility, or region pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

SECTION 7 – Sick Leave Pool and Sick Leave Transfer

The DHSMV shall set up and administer a sick leave pool and sick leave transfer plan for employees if there is sufficient employee participation to render the pool and sick leave transfer plan administratively feasible. Employees shall be subject to the conditions, and have full access to the benefits, of the DHSMV's existing sick leave pool and sick leave transfer plan.

SECTION 8 – Section 440.15(11), Florida Statutes – Full-Pay Status

(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in section 440.15(11), Florida Statutes, may be carried in full-pay status.

(B) Any claim by an employee or the PBA concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

SECTION 9 – Chapter 60L-34, Florida Administrative Code - Disability Leave with Pay

An employee who sustains a job-connected disability which is not covered by Section 8 above, is eligible for disability leave with pay under the provisions of Chapter 60L-34, Florida Administrative Code. The Agency Head or designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of Chapter 60L-34, Florida Administrative Code, provided, however, the Secretary of the Department of Management Services or designee shall have the right to determine whether or not an employee should be carried in full-pay status for more than 26 weeks. An employee shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full-pay status under Chapter 60L-34, Florida Administrative Code. However, no employee shall be carried in full-pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave or leave without pay.

SECTION 10 – Alternate Duty

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

(B) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 2. The decision of the Agency Head or designee shall be final and binding on all parties.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – General Pay Provisions

Agencies' authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, and from existing agency resources, 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 5 – 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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

SECTION 6 – Discretionary Raises

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

**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 2014-20152015-2016 General Appropriations Act;

Effective July 1, 2015, each employee with less than seven years of sworn service shall receive a competitive pay adjustment of ~~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

**Police Benevolent Association (PBA) - Florida Highway Patrol CBU 12 Economic Proposals
Fiscal Year 2015-2016**

Union/Issue	Estimated Cost	Comments
<p>Article 18/23: proposes that the State allow its three law enforcement bargaining units to pilot a holiday leave program for all bargaining unit employees receiving special compensatory leave on a holiday or day designated by the Governor as a holiday. Employees would be paid for all hours worked on a holiday in place of receiving special compensatory leave for working on a holiday or for the hours in their regularly scheduled work shift. The holiday pay would be in addition to the regular pay for working on a holiday.</p>	Indeterminate	
<p>Article 24: Call back minimums set at a minimum of four hours. Court appearance time increased to three hours.</p>	Indeterminate	
<p>Article 25: Effective July 1, 2015, each employee with less than/more than seven years of sworn service shall receive a competitive pay adjustment of 3%/5% percent on the employee's June 30, 2015, base rate of pay or, at a minimum an annual \$1200/\$1500 increase in the employee's June 30, 2015 base rate of pay, whichever is greater.</p>	\$4 M	<p>Calculation is based on current active employees and excludes vacancies. A 3% increase (or \$1,200 min) for those not yet having 7 years (\$1,243,807) and a 5% increase (or \$1,500 min) for those with 7 or more years (\$2,706,339). People First was the source of data for calculation including retirement and FICA.</p>
<p>Article 27: Health insurance benefits and employee contributions would remain unchanged for the upcoming fiscal year.</p>	No Increased Cost	<p>The Governor's Recommended Budget for Fiscal Year 2015-2016 maintains benefits at the status quo for the bargaining unit.</p>

Police Benevolent Association
Florida Highway Patrol Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
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Article	State Proposal	Union Proposal	Comments
1 – Recognition	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
2 – Gender Reference	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
3 – Vacant	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
4 – No Discrimination	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
5 – Employee Representation and PBA Activities	<u>State Proposal of December 15, 2014:</u> Status quo	<u>Union Proposal of January 15, 2015:</u> Withdrawn on February 3, 2015	Tentatively agreed to and signed state's proposal on February 5, 2015.
6 – Grievance Procedure	<u>State Proposal of February 3, 2015:</u> Section 3(G)(4) – proposes when the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (5)(d) may be extended by mutual agreement beyond five months. Section 3(G)(5)(c) – proposes at least fifteen days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a		Tentatively agreed to and signed state's proposal on February 3, 2015.

Police Benevolent Association
Florida Highway Patrol Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure (continued)	<p>brief statement of the material facts about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.</p> <p>Section 5(B)(2) – proposes in the case of a class action grievance, the grievance form shall identify the specific group (i.e., employees’ job classification(s), work unit(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement.</p>		
7 – Internal Investigations	<p><u>State Proposal of December 15, 2014:</u> Status quo</p>		<p>Tentatively agreed to and signed state’s proposal on January 19, 2015.</p>
8 – Workforce Reduction	<p><u>State Proposal of December 15, 2014:</u> Status quo</p>		<p>Tentatively agreed to and signed state’s proposal on January 19, 2015.</p>
9 – Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion	<p><u>State Proposal of January 26, 2015:</u> Section 10(A) – proposes an employee appointed to a position, including a position to which the employee has been</p>		<p>Tentatively agreed to and signed state’s proposal on February 3, 2015.</p>

Police Benevolent Association
Florida Highway Patrol Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
9 – Reassignment, Lateral Action, Transfer, Change in Duty Station and Promotion (continued)	<p>promoted, must successfully complete at a least a one-year probationary period before attaining permanent status in the position.</p> <p>Section 10(B) – proposes an agency’s actions in removing or dismissing an employee from a probationary position to which the employee has been promoted from a position in which the employee held permanent status are governed by the provisions of Section 110.217(3), Florida Statutes, and, pursuant to this statutory provision, are not grievable.</p>		
10 – Disciplinary Action	<p><u>State Proposal of December 15, 2014:</u> Status quo</p>		<p>Tentatively agreed to and signed state’s proposal on January 19, 2015.</p>
11 – Classification Review	<p><u>State Proposal of December 15, 2014:</u> (B) – provides specific broadband terminology for classification reviews.</p>		<p>Tentatively agreed to and signed state’s proposal on February 3, 2015.</p>
12 – Personnel Records	<p><u>State Proposal of December 15, 2014:</u> (A) Information in an employee’s official personnel file may be maintained in electronic as well as paper form.</p> <p>(B) If a derogatory document is placed in an employee’s official personnel file, the</p>		<p>Tentatively agreed to and signed state’s proposal on February 3, 2015.</p>

Police Benevolent Association
Florida Highway Patrol Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
12 – Personnel Records (continued)	<p>employee will have a right to respond to any such document filed, and the employee’s response will be attached to the file copy.</p> <p>(D) If a disciplinary action is not sustained, or is unfounded, or is otherwise determined to otherwise be invalid, or when an employee is exonerated of a charge brought in a disciplinary action, the record copy of such action shall be placed in an envelope, together with a letter of explanation, the outside of the envelope and all pages of the document shall be marked “VOID”, and retained in the employee’s personnel file. In the case of electronic records, a Personnel Action Request (PAR) that has been determined to be void shall have a note added to the PAR form indicating that the action is “VOID”.</p> <p>(E) Information in an employee’s official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring</p>		

Police Benevolent Association
Florida Highway Patrol Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
12 – Personnel Records (continued)	inspection or requesting copies in accordance with the provisions of the Public Records Law.		
13 – Safety	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
14 – Performance Review	<u>State Proposal of February 3, 2015:</u> Status quo	<u>Union Proposal of January 15, 2015:</u> Section 1(C) – proposes numerical arrest citations or violation quotas <u>not</u> be used in reviewing an employee's performance.	Tentatively agreed to and signed state's proposal on February 3, 2015.
15 – Seniority	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
16 – Employment Outside State Government	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
17 – Grooming Standards	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
18 – Hours of Work, Leave and Job-Connected Disability	<u>State Proposal of January 26, 2015:</u> Status quo	<u>Union Proposal of January 15, 2015:</u> Section 6, New Subsection (C) – proposes on or after July 1, 2015, contingent on the availability of funds and at the agency head's discretion, each agency is authorized to enter into	Costing Estimate: Indeterminate

Police Benevolent Association
Florida Highway Patrol Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
18 – Hours of Work, Leave and Job-Connected Disability (continued)		negotiations with the PBA providing payment to an employee for special compensatory leave earned as provided for in Rule 60L-34, F.A.C., or Section 6(A) of this article. The terms of such agreement shall be set forth in a memorandum mutually agreed to by the agency and the PBA.	
19 – Personal Property – Replacement and/or Reimbursement	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
20 – Training and Education	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
21 – Compensation for Temporary Special Duty in Higher Level Position	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
22 – Vacant	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
23 – Equipment	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state's proposal on January 19, 2015.
24 – On-Call Assignment – Call-Back – Court Appearance	<u>State Proposal of January 26, 2015:</u> Section 2 – strikes in its entirety provision requiring an agency to request approval	<u>Union Proposal of January 15, 2015:</u>	Tentatively agreed to and signed state's proposal on February 3, 2015.

Police Benevolent Association
Florida Highway Patrol Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
24 – On-Call Assignment – Call-Back – Court Appearance (continued)	<p>from DMS for on-call pay (this was delegated to the agencies in 2012).</p> <p>Section 2(A) – an employee who is required to be on-call shall be paid an on-call additive in an amount of \$1.00 per hour for the hour(s) the employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.</p> <p>Section 2(B) – an employee who is required to be on-call on a Saturday, Sunday, and/or a holiday as listed in section 110.117(1), F.S., will be paid an on-call additive in an amount per hour equal to one-quarter of the statewide hourly minimum for the employee’s paygrade for the hour(s) the employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.</p>	<p>Section 5 – proposes if an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regular assigned shift, the employee shall be credited for actual time worked, or a minimum of three hours, whichever is greater.</p>	<p>Current contract provides for actual time worked or minimum of two and half hours.</p>

Police Benevolent Association
Florida Highway Patrol Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
25 – Wages	<p><u>State Proposal of January 26, 2015:</u> Section 1 – General Pay Provisions Agencies’ authority to provide increases to employees’ base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.</p> <p>Section 2 – Deployment to a Facility or Area Closed due to Emergency In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.</p> <p>Section 3 – Cash Payout of Annual Leave Permanent Career Service employees may be given the option of receiving up to 24 hours of unused annual leave each</p>	<p><u>Union Proposal of January 15, 2015:</u> Section 2 – proposes effective July 1, 2015, each employee with less than 7 years of sworn service shall receive a competitive pay adjustment of 3% on the employee’s June 30, 2015 base rate of pay, or a minimum annual increase of \$1,200 in the employee’s June 30, 2015 base rate of pay, whichever is greater; each employee with 7 years or more of sworn service shall receive a competitive pay adjustment of 5% or a minimum annual increase of \$1,500, whichever is greater.</p>	<p>Costing Estimate: \$4 million</p>

Police Benevolent Association
Florida Highway Patrol Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>December in the form of a cash payout subject to, and in accordance with, section 110.219(7), F.S.</p> <p>Section 4 – Performance Pay In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, and from existing agency resources, 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, F.A.C.</p> <p>Section 5 – 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), F.S.</p> <p>Section 6 – Discretionary Raises In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay</p>		

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Florida Highway Patrol Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	adjustments to address retention, pay inequities, or other staffing issues.		
26 – Uniforms and Accessories	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
27 – Insurance Benefits	<u>State Proposal of January 26, 2015:</u> Section 1 – The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2015-2016.	<u>Union Proposal of January 15, 2015:</u> Section 1 – proposes no change to the health insurance benefits and employee contribution rates for Fiscal Year 2015-2016.	Tentatively agreed to and signed state’s proposal on February 3, 2015.
28 – Travel Expenses	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
29 – Drug Testing	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
30 – No Strike	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
31 – State Personnel System Rules	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
32 – Management Rights	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.

Police Benevolent Association
Florida Highway Patrol Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of February 5, 2015
Fiscal Year 2015 – 16 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 18, 25

Article	State Proposal	Union Proposal	Comments
33 – Entire Agreement	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
34 – Savings Clause	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.
35 – Duration	<u>State Proposal of December 15, 2014:</u> Proposes 1-year agreement to expire on June 30, 2016.		Tentatively agreed to and signed state’s proposal on February 3, 2015.
36 – Awards	<u>State Proposal of December 15, 2014:</u> Status quo		Tentatively agreed to and signed state’s proposal on January 19, 2015.

Teamsters Local
Union No. 2011

Article 3
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

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.

(C) 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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

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.

(C) The term “Training Academies” as used in this Article, shall mean any location where training is conducted to meet initial certification requirements.

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

For the State

For the Teamsters

Michael Mattimore
State’s Chief Labor Negotiator

Holly Van Horsten
Chief Negotiator

Date

Date

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

For the State

For the Teamsters

Michael Mattimore
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Holly Van Horsten
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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

For the State

For the Teamsters

Michael Mattimore
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Holly Van Horsten
Chief Negotiator

Date

Date

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

For the State

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Date

For the Teamsters

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Date

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

(A) 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.

(B) 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 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 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.

(C) No more than two employees shall be selected from the same work unit at any

For the State

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one time, nor shall the selection of any employee unduly hamper the operations of the work unit.

SECTION 10 – 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.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

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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

For the State

For the Teamsters

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State’s Chief Labor Negotiator

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Chief Negotiator

Date

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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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

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~~ arbitration 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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

(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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

(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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

(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 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.

(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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

(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 scheduled date for the arbitration hearing provided in section (6)(d) below may be extended by mutual agreement beyond five months. 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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

(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) At least fifteen days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts or matters relevant to the grievance about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.

(e f) 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 g) 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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

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.

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Holly Van Horsten
Chief Negotiator

Date

Date

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 h) 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 i) 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).

(i j) 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.

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Holly Van Horsten
Chief Negotiator

Date

Date

(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 form shall ~~list the employees~~ identify the specific group (i.e., employees' job classification(s), work unit(s), institution(s), etc.) 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 and

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

~~therefore may be disciplined without a showing of cause, 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.~~

For the State

Michael Mattimore
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Date

For the Teamsters

Holly Van Horsten
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Date

Article 7
DISCIPLINE AND DISCHARGE

SECTION 1 – ~~Disciplinary Action~~ Discipline of Permanent Status Employees

(A) An employee who has attained permanent status in his current position 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. 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.

(1) Such actions against employees with permanent status in their current position for disciplinary reasons ~~shall~~ may be grievable grieved at Step 2 and processed through the Arbitration Step, in accordance with the grievance procedure in Article 6 of this Agreement, 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. 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.~~

~~(2) An employee who has not attained permanent status in his current position may only file non-discipline grievances. Written reprimands may be grieved by employees with permanent status in their current position up to Step 3; the decision at that level shall be final and binding.~~

(B) As an alternative to the grievance procedure, An employee with permanent status in his current position may file an appeal of a reduction in base pay, demotion, involuntary

For the State

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Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

~~transfer of over 50 miles by highway, 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 ~~the Public Employees Relations Commission~~ PERC 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 ~~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 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) The agency may have special compensatory leave equal to the length of a disciplinary suspension deducted from an 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.

For the State

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Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

SECTION 2 – Discipline of Probationary Employees

Pursuant to Section 110.217(2), Florida Statutes, an employee who has not attained permanent status in his current position serves at the pleasure of the agency head in a probationary status and may be dismissed at the discretion of the agency head or designee. Pursuant to Section 110.227(1), Florida Statutes, an agency may discipline or dismiss a probationary employee without a showing of cause.

SECTION 3 – Counseling

An agency 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. 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.

SECTION 2 4– 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

For the State

Michael Mattimore
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Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

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.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

(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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Holly Van Horsten
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Date

(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 5 – 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 6 – 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.

SECTION 5 7 – Representation

For the State

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Date

For the Teamsters

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Date

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.

For the State

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Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

Article 8
WORKFORCE 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

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Michael Mattimore
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Date

Date

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

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Date

Date

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 lateral action~~, reassignment, or demotion 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 lateral action~~, reassignment, or demotion 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 lateral action, reassignment or demotion under the same procedure as provided in this section.

(13) If an employee requests a ~~demotion or lateral action~~, reassignment, or demotion 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 layoff on the employees involved.

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Date

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Date

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 has attained permanent status in his current position and accepts a voluntary demotion in lieu of layoff and is subsequently promoted within one year following demotion 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.

SECTION 4 – Grievability

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

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Date

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Date

Article 9

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

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

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

(1) to a position in the same broadband level and same maximum salary but

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Michael Mattimore
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Date

Date

with different duties;

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

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

Upon a reassignment appointment, the employee shall be given probationary status. If the reassignment appointment is in conjunction with a legislatively mandated transfer of the position, the employee retains the status held in the position unless the legislature directs otherwise.

(E) “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 the main facility under the control of one warden or administrator, and will include the annexes, work camps, release centers, and other satellite/sister facilities under the authority of that main facility.

SECTION 2 – Procedures

(A) An employee who has attained permanent status in his current position may apply for a lateral action, reassignment, transfer, or change in duty station on a ~~Request for Reassignment, Transfer, or Change in Duty Station Form (supplied by the agency)~~ the appropriate Request Form. 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 lateral action, 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.

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Date

Date

(B) An employee may submit a Request 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 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 Form; provided, however, that employees whose request is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) The hiring authority shall normally fill a vacancy with the employee who has the greatest length of service in the broadband level and who has a Request 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~~ appointed 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~~ appointment. 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 will not be eligible to resubmit that request for a period of 12 months from the date the employee declined the offer ~~of reassignment~~.

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SECTION 3 – Involuntary Lateral Action, 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 lateral action, 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 actions only when agency needs dictate. The agency will take into consideration the needs and circumstances of the employee prior to taking such action.

(B) In those instances where the Department of Corrections determines that an excessive caseload at a probation office requires the ~~reassignment~~ lateral action of an officer, the Department will consider requests from volunteers, employee seniority, and the needs of the agency in making such reassignment.

SECTION 4 – Notice

An employee shall be given a minimum of 14 calendar days' notice prior to the agency effecting any lateral action, 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, transferred, or receives a lateral action and is required by agency policy to relocate his residence shall be granted time off with pay for one 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 provisions of Section 2(D) and (E), Section 3, ~~and~~ Section 4, and Section 5 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.

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**Article 10
PROMOTIONS**

(A) The state and the Union agree that promotions should be used to provide career mobility within the State Personnel System and should be based on the relative merit and fitness of applicants.

(B) Toward the goals of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article, along with all provisions of the Rules of the State Personnel System, will be followed when making such appointments.

SECTION 1 – Definitions

As used in this Article:

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

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

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

SECTION 2 – Procedures

(A) An employee who has attained permanent status in his current position may apply for a promotion by submitting a Request for Promotion Form furnished by the agency in which the promotional position is located, to be considered for promotional vacancies. Such requests shall indicate the class(es)/broadband level(s), county(ies), institution(s), and/or other work locations to which the employee would like to be promoted. A State of Florida Employment Application Form must be completed and sent with the employee’s request for promotion.

For the State

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Date

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

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

SECTION 3 – Method of Filling Vacancies

(A) Except where a vacancy is filled by demotion, ~~or by lateral action, or~~ reassignment as defined in Article 9 of this Agreement, employees who have applied for promotion in accordance with Section 2 of this Article shall be given first consideration for promotional vacancies in accordance with the agencies' standard selection process.

(B) Each employee who applies in accordance with Section 2 of this Article will be notified in writing by the appointing authority when the position has been filled.

(C) The standard selection process for filling institutional security specialist promotional vacancies covered by this Agreement shall continue in effect during the term of this Agreement. The standard selection process for filling Correctional Officer and Correctional Probation Officer promotional vacancies shall be as provided for in Department of Corrections Procedure Number 208.005 (~~Appendix D~~).

SECTION 4 – Status

(A) An employee appointed to a position, including a position to which the employee has been promoted, must successfully complete at least a one-year probationary period; before attaining permanent status in the position. An employee who has not attained permanent status in his current position serves at the pleasure of the agency head and may be dismissed at the discretion of the agency head. and shall attain permanent status in that position upon successful completion of the designated probationary period.

(B) An agency's actions in removing or dismissing an employee from a probationary position to which the employee has been promoted from a position in which the employee held permanent status are governed by the provisions of Section 110.217(3), Florida Statutes, and, pursuant to this statutory provision, are not grievable.

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Date

For the Teamsters

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Date

~~(B) — An employee serving a probationary period in a position to which he has received an internal agency promotion may be removed from that promotional position at any time during the probationary period. If his former position, or a comparable position, is vacant, the employee is to be placed in such position. If such a position is not available, before dismissal, the agency shall make a reasonable effort to retain the employee in another vacant position. This process does not apply to terminations for cause nor does it create a right to bump an employee from an occupied position.~~

~~(1) — If the employee is demoted into their former position or a comparable position, such demotion shall be with permanent status provided the employee previously attained permanent status in the agency in the lower position.~~

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

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

~~(4) — Such demotion shall not preclude the agency from seeking to discipline the employee for just cause based upon specific acts of misconduct.~~

SECTION 5 – Relocation Allowance

An employee who is promoted and required by agency policy to relocate his residence shall be granted time off with pay for one 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

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

(B) If the Step 3 authority in the Department of Management Services determines that

For the State

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Date

the standard selection process was not followed in filling a promotional vacancy, he shall have the authority, among other remedies, to order that the promotion be rescinded and direct that the promotion be conducted in accordance with the standard selection process.

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Date

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~~ occupation profile to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or designee shall review the duties 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. The written decision of the Secretary of the Department of Management Services or designee shall be final and binding on all parties.

(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.~~

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Article 12
PERSONNEL RECORDS

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

(B) If a derogatory ~~material document~~ is placed in an employee's official personnel file, a copy will be sent to the employee. The employee will have the right to ~~answer~~ respond to any such ~~material document~~ filed, and the ~~answer~~ employee's response 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 in the personnel file 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 outside of the envelope and all pages of the document shall be sealed, stamped "NOT VALID" marked "VOID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GSI-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~~ is "VOID".

(E) Information in an employee's official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.

For the State

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Date

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**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.

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.

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.

For the State

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Date

Date

(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, a hand-held radio, or a cellular telephone. An officer who is certified to carry a firearm, and chooses to carry, may be authorized to carry 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

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For the Teamsters

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Date

Date

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.

For the State

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Date

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Date

Article 18
LEAVES OF ABSENCE

SECTION 1—Leaves

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.

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 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 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 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.~~

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For the Teamsters

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Date

Date

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 Additive

(A) When approved as provided herein, an employee who is required to be on-call shall be ~~compensated by payment of a fee~~ paid an on-call additive in an amount of one dollar (\$1.00) per hour for ~~each hour~~ the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C. ~~If an on-call period is less than one hour, the time while on-call will be rounded to the nearest 1/4 hour and the employee will be paid twenty-five cents (\$0.25) for each 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(1), Florida Statutes, ~~will be compensated by payment of a fee~~ shall be paid an on-call additive in an amount per hour equal to one-fourth of the statewide hourly minimum for the employee’s ~~class~~ paygrade ~~or at the rate specified in the above paragraph, whichever is greater,~~ for ~~each eight hour period~~ the hour(s) such employee is required to be ~~available~~ on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

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

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Date

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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

**Article 25
WAGES**

SECTION 1 – General Pay Provisions

Agencies' authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.

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

For the State

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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.

For the State

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(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 the Fiscal Year 2015-2016 General Appropriations Act, 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 the Fiscal Year 2015-2016 General Appropriations Act, and from existing agency resources, 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.

For the State

For the Teamsters

Michael Mattimore
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SECTION 7 – Discretionary Raises

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

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Chief Negotiator

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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 a 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

For the State

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Date

Date

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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Holly Van Horsten
Chief Negotiator

Date

Article 3
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 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 GSI-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.

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 1-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.

1. 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,

any 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.

administrative

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 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,~~ 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,~~ 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 a 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.

Teamsters- Security Services Bargaining Unit- (08)
Fiscal Year 2015-16

Union/Issue	Estimated Cost	Comments
<p>Article 13(2)(E): Provides for maintaining adequate security staffing levels - Under no circumstances will any shift, (defined 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.</p>	Indeterminate	
<p>Article 13(2)(F): 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.</p>	Indeterminate	
<p>Article 13(5): Correctional probation officers shall be provided with the following safety equipment: bulletproof vest; and a hand-held radio, and/or a cellular telephone.</p>	Indeterminate	
<p>Article 25(1)(B): Provides members of the bargaining unit shall receive wage increases at the same percentage level of those offered to other "Law enforcement employees". 3% for those employed up to 5 years, and 5% for those with 5 or more years of service.</p>	\$34.8 M	A 3%/5% increase was calculated for filled positions in the CBU. People first was the source used for the calculation. Costing prepared by OPB includes Retirement and FICA.
<p>Article 25 (1)(C): Provides 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.</p>	\$38.4M	Calculation is based on filled positions including benefits (17,411). LAS/PBS December 2014 data was the source for the calculation.

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation

Shaded = Closed

Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
1 – Recognition	<u>State Proposal of December 16, 2014:</u> Status quo	<u>Union Proposal of November 21, 2014:</u> Status quo	Tentatively agreed to and signed state proposal on January 23, 2015.
2 – Gender Reference	<u>State Proposal of December 16, 2014:</u> Status quo	<u>Union Proposal of November 21, 2014:</u> Status quo	Tentatively agreed to and signed state proposal on January 23, 2015.
3 – Vacant	<u>State Proposal of January 23, 2015:</u> Status quo (vacant)	<u>Union Proposal of November 21, 2014:</u> Proposes the restoration of a Dues Deduction article and contract language similar to that which was included in the Security Services agreement until it was eliminated in Fiscal Year 2011-12.	Section 447.303, F.S., provides for the deduction of union dues, therefore the dues deduction article was vacated.
4 – No Discrimination	<u>State Proposal of January 23, 2015:</u> Status quo	<u>Union Proposal of November 21, 2014:</u> Section 1 – proposes striking language providing for consultation on issues of unlawful discrimination.	
5 – Union Activities and Employee Representation	<u>State Proposal of December 16, 2014:</u> Section 9 – moves language regarding collective bargaining negotiations from Article 18 – Leaves of Absence to Article 5. Section 10 – moves language regarding union activities from Article 18 – Leaves of Absence to Article 5.	<u>Union Proposal of December 16, 2014:</u> Verbally proposed status quo – no written proposal offered.	

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation
Shaded = Closed
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Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure	<p>State Proposal of January 23, 2015: Section 2(F) – proposes the resolution of a grievance prior to its appeal to arbitration shall not establish a precedent binding on either the state or the union in other cases.</p> <p>Section 3(E)(5) – proposes when the parties agree to mediate a grievance, the five-month scheduling deadline for the arbitration hearing provided in section (6)(d) may be extended by mutual agreement.</p> <p>Section 3(E)(6)(e) – at least fifteen days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing</p>	<p>Union Proposal of December 16, 2014:</p> <p>Section 3(E)(5) – proposes 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.</p>	<p>Current contract language provides that the parties may, by written agreement, submit a grievance to mediation <u>after it has been submitted to arbitration but before the arbitration hearing.</u></p>

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation

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Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure (continued)	time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.	<p>Section 3(E)(6)(f)2. – strikes current language that provides the arbitrator’s decision shall be determined by applying a preponderance of the evidence standard.</p> <p>Section 3(E)(6)(f)6.b. – strikes current language that provides 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, and the rescheduled date.</p> <p>Section 3(E)(6)(h) – proposes a party ordering a transcript shall be responsible for the cost of the transcript. If one or both parties order a transcript, the parties shall split the cost of providing a copy of the transcript for the arbitrator.</p>	Current contract language provides if either party order a transcript of the proceedings, the party shall pay for the cost of the transcript and provide a photocopy to the arbitrator; and shall also provide a

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation

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Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure (continued)	<p>Section 5(B)(2) – proposes that a class action grievance form shall identify the specific group (i.e., employees’ job classification(s), work unit(s), institution(s), etc.) adversely impacted by the dispute.</p> <p>Section 5(C) – proposes an employee who has not attained permanent status in his current position, and therefore may be disciplined without a showing of cause, may only file non-discipline grievances unless the processing of such grievances is further limited by specific provisions of this agreement.</p>	<p>Section 5(B)(2) – strikes current language which provides a class action grievance shall list the employees adversely impacted by the dispute.</p> <p>Section 5(C) – strikes current language which provides 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 further limited by the agreement.</p>	<p>photocopy of the transcript to the other party upon written request and receipt of copying expenses (\$.15 per page).</p> <p>Union maintains that a promoted employee serving a probationary period for the promoted position should be granted the same rights as an employee who has attained permanent status in his current position. A promoted employee is not same as a new employee to the state serving his first probationary period.</p>

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation
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Article	State Proposal	Union Proposal	Comments
7 – Discipline and Discharge	<p>State Proposal of January 23, 2015: Section 1– Retitled as Discipline of Permanent Status Employees Section 1(A) – moves provision that demotion will not be used a form of disciplinary action for Correctional Officers, Correctional Probation Officers, Correctional Probation Officer-Institution, and Institutional Security Specialist I to Section 1(A).</p> <p>Section 1(A)(1) – moves the provision providing for the grievability of reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals at Step 2 of the collective bargaining grievance process and processed through the Arbitration Step from Section 1(B) to Section 1(A)(1).</p> <p>Section 1(B) – provides as an alternative to the grievance procedure, an employee may appeal a reduction in base pay, demotion, involuntary transfer of over 50 miles by highway, suspension, or dismissal to the Public Employees Relations Commission</p>	<p>Union Proposal of November 21, 2014: Section 1(A) – proposes that an employee serving a probationary period in a position to which he has received an internal agency promotion may be disciplined only for cause. Proposes such probationary employees may grieve reductions in base pay, demotions, involuntary transfers (not restricted to those of more than 50 miles), suspensions, and dismissals in accordance with the grievance procedure in Article 6.</p>	<p>Section 110.227, F.S., provides that an employee who has attained permanent status <u>in his current position</u> may be disciplined only for cause. Current contract language and statute provide for grievability of discipline only for employees with permanent status in their current position. The union proposes a return to rights provided to employees who previously attained “permanent status in the career service system” which was changed by Service First legislation in 2001, requiring permanent status in the employee’s <u>current position</u>.</p>

**Teamsters Local Union No. 2011
 Security Services Unit – State Personnel System
 Current Two-Year Agreement Expires June 30, 2015
 Status of Collective Bargaining as of January 30, 2015
 Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation**

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Article	State Proposal	Union Proposal	Comments
7 – Discipline and Discharge (continued)	<p>(PERC), under the provisions of Section 110.227(5) and (6), F.S.</p> <p>Proposes New Section 2 – Discipline of Probationary Employees Pursuant to Section 110.217(2), F.S., an employee who has not attained permanent status in his current position serves at the pleasure of the agency head in a probationary status and may be dismissed at the discretion of the agency head or designee. Pursuant to Section 110.227(1), F.S., an agency may discipline or dismiss a probationary employee without a showing of cause.</p> <p>Proposes New Section 3 – Counseling Moves contract language regarding the issuance of counseling (Memoranda or Record, Memoranda of Counseling, Supervisory Counseling Memoranda) from Section 1(A) to the new Section 3.</p>	<p>Section 1(A)(1) – proposes Memoranda of Record, Memoranda of Counseling, or Supervisory Counseling Memoranda expire after one year from the date of issuance, and only the Circuit Administrator in Community Corrections has authority to issue such counseling memoranda.</p>	<p>DOC management maintains only the Circuit Administrator has such authority.</p>

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation
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Article	State Proposal	Union Proposal	Comments
7 – Discipline and Discharge (continued)		<p>Section 1(A)(2) – proposes grievability of written reprimands for employees serving a probationary period in a position to which they have received an internal agency promotion up to Step 2; proposes that a written reprimand is automatically invalid one year and a day after its issuance; and shall not be used for the purpose of progressive discipline, nor shall it be used in any subsequent discipline and/or disciplinary proceeding.</p> <p>Section 1(A)(3) – proposes for suspensions, the discipline shall remain valid for a period not to exceed five years after the date of issuance, is automatically invalid five years and a day after it was issued, and shall not be used for the purpose of progressive discipline, nor shall it be used in any subsequent discipline and/or disciplinary proceeding.</p> <p>Section 1(A)(4) – proposes an employee may not be charged with more than one violation of applicable rules of conduct, administrative code, policies, procedures, guidelines, directives, and/or statutes in regard to a single occurrence of employee</p>	<p>Current contract language provides that written reprimands may be grieved by employees who have attained permanent status in their current position to Step 3.</p>

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation
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Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
7 – Discipline and Discharge (continued)		<p>conduct.</p> <p>Section 1(B) – proposes 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 grieve such actions at Step 2 and processed through the arbitration step.</p> <p>Section 1(D) – proposes in lieu of serving a disciplinary suspension, an <u>employee</u> may elect to have special compensatory leave equal to the length of the disciplinary suspension deducted from his leave balance in lieu of serving the suspension.</p> <p>Section 4 – proposes an employee who is serving a probationary period in a position to which he has received an internal agency promotion who is subject</p>	<p>Current contract language provides that <u>the agency</u> may deduct special compensatory leave credits in lieu of the employee serving the suspension, taking into consideration the preference of the employee as to serving the suspension or having leave deducted.</p> <p>Current contract language and statute provide for notice and a predetermination</p>

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
7 – Discipline and Discharge (continued)		to a reduction in base pay, demotion, involuntary transfer, suspension, or dismissal, shall receive notice at least 10 days prior to the date such action is to be taken, and provided an opportunity to appear before the agency or official taking the action to answer the charges against him (predetermination conference).	conference only for employees who are <u>permanent in their current position</u> .
8 – Workforce Reduction	<u>State Proposal of December 16, 2014:</u> Section I(10-13) – adds lateral action as option for employee to request in lieu of layoff.	<u>Union Proposal of December 16, 2014:</u> Section 2 – strikes current contract language in its entirety. New Section 2(A) – proposes that an employee who customarily performs work shall not be laid off as a direct and immediate result of the work being performed by an outside contractor on the premises of any major institution or probation or parole office. New Section 2(B) – proposes if the state sells, leases, transfers or assigns any of its functions, the sale, lease, transfer or assignment shall be conditional upon and	

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation

Shaded = Closed

Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
8 – Workforce Reduction (continued)	Section 3(B) – provides an employee who has attained permanent status in his current position and accepts a voluntary demotion in lieu of layoff, and is subsequently promoted within one year following demotion to a position in the same class in the same agency from which demoted, shall be promoted with permanent status.	require the successor to be bound by the provisions of this collective bargaining agreement until its expiration date, at which time the successor will recognize and negotiate with the Teamsters and no other employee organization.	
9 – Reassignment, Transfer, Change in Duty Station <u>Proposed title change to:</u> Lateral Action, Reassignment, Transfer, Change in Duty Station	<u>State Proposal of January 23, 2015:</u> Sections 1(D) and (E) – adds lateral action to definitions; amends definition of reassignment to comport to Rule 60L-33, F.A.C. Sections 2-5 – adds references to lateral action throughout article.	<u>Union Proposal of December 16, 2014:</u> Section 2(A) – strikes current language that provides requests for reassignment, transfer, or change in duty station may only be made from one major institution	

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation

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Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
<p>9 – Reassignment, Transfer, Change in Duty Station <u>Proposed title change to:</u> Lateral Action, Reassignment, Transfer, Change in Duty Station (continued)</p>	<p>Section 3(A) – proposes nothing in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary lateral action, 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 actions only when agency needs dictate. The agency will take into consideration the needs and circumstances of the employee prior to taking such action.</p>	<p>to another major institution in the employee’s current agency. Strikes the requirement for an employee to submit a State of Florida Employment Application Form with the request.</p> <p>Section 3(A) – proposes the restoration of prior contract language that provides an agency will make a good faith effort to involuntarily reassign, transfer, or change the duty station of an employee 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.</p> <p>Section 3(B) – proposes the restoration of prior contract language requiring in instances where the Department of Corrections determines that an excessive caseload at a probation office requires the reassignment of an officer, the reassignment shall first be made on a volunteer basis, and then on the basis of</p>	<p>Note: There is no Article 23, Section 2(B)(2)a in the Fiscal Year 2014-15 or 2013-14 Agreements.</p> <p>Current contract language provides in such cases the Department of Corrections will consider requests from volunteers, employee seniority, and the needs of the agency in making such reassignment.</p>

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation

Shaded = Closed

Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
9 – Reassignment, Transfer, Change in Duty Station <u>Proposed title change to:</u> Lateral Action, Reassignment, Transfer, Change in Duty Station (continued)	Section 6 – proposes grievability of Sections 2(D) and (E), Section 3, Section 4, and Section 5 to Step 3.	seniority with the least senior officer subject to reassignment. Section 6 – strikes section in its entirety; providing for the grievability of this article to arbitration.	Current contract language limits the grievability to Step 3 for Section 2(E), Section 3 and Section 4; remaining contract language in this article not subject to the grievance procedure.
10 – Promotions	<u>State Proposal of January 23, 2015:</u> Section 3 – adds consideration of a lateral action in addition to demotion and reassignment prior to filling a vacancy by promotion; strikes Department of Corrections’ promotional procedure as an appendix to the agreement. Section 4 – amends procedure for promoted employee who fails to meet established performance standards during probationary period pursuant to section 110.217(3), F.S.	<u>No Union Proposal Offered</u>	

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation

Shaded = Closed

Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
11 – Classification Review	State Proposal of December 16, 2014: Provides specific broadband terminology for classification reviews.	Union Proposal of November 21, 2014: Status quo	
12 – Personnel Records	State Proposal of December 16, 2014: (A) Information in an employee’s official personnel file may be maintained in electronic as well as paper form. (B) If a derogatory document is placed in an employee’s official personnel file, the employee will have a right to respond to any such document filed, and the employee’s response will be attached to the file copy. (D) If a document has been determined to be invalid, such document shall be placed in an envelope, together with a letter of explanation. The outside of the envelope and all pages of the document shall be marked “VOID”, and retained in the employee’s personnel file. In the case of electronic records, a Personnel Action	Union Proposal of November 21, 2014: Status quo	

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
12 – Personnel Records (continued)	<p>Request (PAR) that has been determined to be invalid shall have a note added to the PAR form indicating that the action is “VOID”.</p> <p>(E) Information in an employee’s official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.</p>		
13 – Safety	<p><u>State Proposal of January 23, 2015:</u> Status quo</p>	<p><u>Union Proposal of November 21, 2014:</u> Section 2(C) and (D) – proposes the state agrees to abide by terms of Chapter 287, Part II, F.S., Chapter 60B-1, F.A.C., and DOC Procedure 604.201 regarding state-owned vehicles.</p> <p>Section 2(E) – proposes under no circumstances will any shift begin below Level I staffing or be allowed to go below</p>	<p>Costing Estimate: Indeterminate</p>

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
13 – Safety (continued)		<p>this level except in rare cases of extreme emergency; provides union right to raise and discuss issues of security staffing levels, but only with regard to impact of staffing levels on employee safety; no employee shall be retaliated against or disciplined for reporting a concern about the adequacy of security staffing levels at his institution.</p> <p>Section 2(F) – proposes all safety equipment provided to the employees must be properly maintained and in good working order.</p> <p>Section 3 – provisions of this article may be grieved up to Step 3 with the exception of Section 2(C)-(F), which may be grieved to arbitration.</p> <p>Section 5 – Correctional Probation Officers shall be provided bulletproof vest, and a hand-held radio, and/or a cellular telephone.</p>	<p>Costing Estimate: Indeterminate</p> <p>Costing Estimate: Indeterminate</p>

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation

Shaded = Closed

Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
14 – Performance Evaluations	State Proposal of January 23, 2015: Section (D) – strikes in its entirety current language that provides the use of counseling shall not preclude an agency from seeking to discipline an employee for cause based upon a specific violation of a conduct standard.	Union Proposal of December 16, 2014: Section (D) – strikes in its entirety	Tentatively agreed to and signed state proposal on January 23, 2015.
15 – Seniority	State Proposal of December 16, 2014: Status quo	Union Proposal of November 21, 2014: Status quo	Tentatively agreed to and signed state proposal on January 23, 2015.
16 – Drug Testing	State Proposal of December 16, 2014: Status quo	Union Proposal of November 21, 2014: Status quo	Tentatively agreed to and signed state proposal on January 23, 2015.
17 – Death In-Line-Of-Duty Benefits	State Proposal of December 16, 2014: Status quo	Union Proposal of November 21, 2014: Status quo	Tentatively agreed to and signed state proposal on January 23, 2015.
18 – Leaves of Absence	State Proposal of December 16, 2014:	Union Proposal of December 16, 2014: Section 1 – proposes employees shall not be required to use special compensatory leave prior to the use of annual and/or regular compensatory leave. Employees shall not be required to use special compensatory leave, or any type of leave other than administrative leave for union negotiations as provided in Section 2.	

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation

Shaded = Closed

Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
18 – Leaves of Absence (continued)	Strikes Sections 2 and 3 regarding collective bargaining negotiations and union activities; moves sections to Article 5 - Union Activities and Employee Representation.		
19 – Replacement of Personal Property	<u>State Proposal of December 16, 2014:</u> Status quo	<u>Union Proposal of November 21, 2014:</u> Status quo	Tentatively agreed to and signed state proposal on January 23, 2015.
20 – Training	<u>State Proposal of December 16, 2014:</u> Status quo	<u>Union Proposal of November 21, 2014:</u> Status quo	Tentatively agreed to and signed state proposal on January 23, 2015.
21 – Compensation for Temporary Special Duty in Higher Level Position	<u>State Proposal of December 16, 2014:</u> Status quo	<u>Union Proposal of November 21, 2014:</u> Status quo	Tentatively agreed to and signed state proposal on January 23, 2015.
22 – Job-Connected Disability	<u>State Proposal of December 16, 2014:</u> Status quo	<u>Union Proposal of November 21, 2014:</u> Status quo	Tentatively agreed to and signed state proposal on January 23, 2015.
23 – Hours of Work/Overtime	<u>State Proposal of January 30, 2015:</u> Section 6(A)(2) – special compensatory leave credits may be earned for work performed in the employee’s assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition in accordance with Rule 60L-34.0071, F.A.C.		Tentatively agreed to and signed state proposal on January 30, 2015.

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation

Shaded = Closed

Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
23 – Hours of Work/Overtime (continued)	<p>Section 6(B) – proposes general provisions for using special compensatory leave credits <u>in accordance with Rule 60L-34.0044, F.A.C.</u></p> <p>(1) – Employee Leave Requests – an employee shall be required to use available special compensatory leave credits prior to the agency approving regular compensatory leave credits, or annual leave credits, unless such annual leave credits are being substituted for an employee’s unpaid individual medical leave granted in accordance with FMLA, or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.</p> <p>(2) – Compelled Use of Special Compensatory Leave Credits – an employee may be required to reduce special compensatory leave credit balances.</p> <p>Section 6(C) – Special Compensatory Leave Credits Earned During the November 1, 2014 through October</p>		

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation

Shaded = Closed

Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
23 – Hours of Work/Overtime (continued)	<p>31, 2015 “Pay As You Go” Pilot – <u>Special Compensatory Leave Credits Earned on or after November 1, 2014 through April 30, 2015, and on or after May 1, 2015 through October 31, 2015</u> – special compensatory leave credits that remain unused at the end of each extension period (October 27, 2015 and April 28, 2016, respectively) shall be paid.</p> <p>Section 6(D) – <u>Special Compensatory Leave Earned on or after November 1, 2015</u></p> <p>(1) – special compensatory leave credits earned by an employee for work performed on a holiday or for work performed during a work period that includes a holiday on or after November 1, 2015, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be paid.</p> <p>(2) – special compensatory leave credits earned by an employee for</p>		

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
23 – Hours of Work/Overtime (continued)	<p>work performed in the employee’s assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition on or after November 1, 2015, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be paid.</p> <p>(3) – each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2015, to be used within the time limits specified in subsections (D)(1) and (D)(2). However, if scheduling such leave within the time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the special compensatory leave remaining at the end of each time limit shall be paid.</p>		

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
24 – On-Call Assignment and Call-Back	<p>State Proposal of January 23, 2015: Section 2(A) – proposes when approved as provided herein, an employee who is required to be on-call shall be paid an on-call additive in an amount of \$1.00 per hour for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.</p> <p>Section 2(B) – proposes an employee who is required to be on-call on a Saturday, Sunday, or holiday as listed in section 110.117(1), F.S., shall be paid an on-call additive in an amount per hour equal to one-fourth of the statewide hourly minimum for the employee’s paygrade for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.</p>	No State Proposal Offered	
25 – Wages	<p>State Proposal of January 26, 2015: Section 1 – General Pay Provisions Agencies’ authority to provide increases to employees’ base rate of pay and salary additives from</p>	<p>Union Proposal of November 21, 2014: Section 1(A) – proposes the DOC develop a comprehensive correctional master plan pursuant to section 944.023, F.S., to include a plan reflecting parity of pay or</p>	

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation

Shaded = Closed

Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.</p> <p>Section 2 – Other Pay Provisions – Department of Corrections Status quo</p> <p>Section 3 – Deployment to a Facility or Area Closed due to Emergency In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, contingent on the availability of funds</p>	<p>comparable economic benefits for correctional officers with that of law enforcement officers in the state.</p> <p>Section 1(B) – proposes a 3% pay adjustment for employees with less than five years of state service in positions included in the bargaining unit, and a 5% pay adjustment for employees with five or more years of state service in positions included in the bargaining unit, effective July 1, 2015.</p> <p>Section 1(C) – proposes an additional 5% pay adjustment to all bargaining unit employees, effective July 2, 2015.</p>	<p>Costing Estimate: \$34.8M</p> <p>Costing Estimate: \$38.4M</p>

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>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.</p> <p>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.</p> <p>Section 5 – Performance Pay In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, and from existing agency resources, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced</p>		

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation
Shaded = Closed
Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p> <p>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.</p> <p>Section 7 – Discretionary Raises In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.</p>		

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation
Shaded = Closed
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Article	State Proposal	Union Proposal	Comments
26 – Uniform and Insignia	State Proposal of January 23, 2015: Status quo	Union Proposal of December 16, 2014: New Section 5 – Lunchbox Allowance Proposes employees shall be permitted to replace a 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.	The Department of Corrections currently provides a clear lunchbox at no cost to the employee. Replacement of broken or lost lunchboxes are available for purchase from the canteen at a cost of \$3.00; alternative clear lunch bags are \$11.00 - \$13.00. Higher quality clear lunch bags are available commercially for \$10.00 - \$20.00. The union's representative from the Department of Children and Families maintains the cost of clear lunch bags is only \$5.00 for his agency. The state's position is that the issue of lunchboxes should be handled at the agency level and not in the Uniform and Insignia article of the collective bargaining agreement.

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
Current Two-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 30, 2015
Fiscal Year 2015-16 Successor Negotiations – All Articles Open for Negotiation

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Articles at Impasse: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 18, 24, 25, 26

Article	State Proposal	Union Proposal	Comments
27 – Insurance Benefits	State Proposal of December 16, 2014: Status quo	Union Proposal of December 16, 2014: Verbally proposed status quo – no written proposal offered.	Tentatively agreed to and signed state proposal on January 23, 2015.
28 – Travel Expenses	State Proposal of December 16, 2014: Status quo	Union Proposal of December 16, 2014: Verbally proposed status quo – no written proposal offered.	Tentatively agreed to and signed state proposal on January 23, 2015.
29 – No Strike	State Proposal of December 16, 2014: Status quo	Union Proposal of November 21, 2014: Status quo	Tentatively agreed to and signed state proposal on January 23, 2015.
30 – Vacant	State Proposal of December 16, 2014: Status quo	Union Proposal of December 16, 2014: Verbally proposed status quo – no written proposal offered.	Tentatively agreed to and signed state proposal on January 23, 2015.
31 – Management Rights	State Proposal of December 16, 2014: Status quo	Union Proposal of December 16, 2014: Verbally proposed status quo – no written proposal offered.	Tentatively agreed to and signed state proposal on January 23, 2015.
32 – Entire Agreement	State Proposal of December 16, 2014: Status quo	Union Proposal of December 16, 2014: Verbally proposed status quo – no written proposal offered.	Tentatively agreed to and signed state proposal on January 23, 2015.
33 – Savings Clause	State Proposal of December 16, 2014: Status quo	Union Proposal of December 16, 2014: Verbally proposed status quo – no written proposal offered.	Tentatively agreed to and signed state proposal on January 23, 2015.
34 – Duration	State Proposal of December 16, 2014: Proposes 1-year agreement to expire June 30, 2016.		

Article 3
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

Article 5
EMPLOYEE REPRESENTATION AND ASSOCIATION ACTIVITIES

SECTION 1 – Definitions

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

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

SECTION 2 - Representation

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

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

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

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

For the State

For the FNA

Mike Mattimore
State’s Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

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

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

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

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

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

SECTION 3 - Communication

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

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

SECTION 4 - Consultation

(A) Upon request by the designated Association Staff Representative, the Secretary of the Department of Management Services or designee shall make a good faith effort to meet and

For the State

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State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

consult on a quarterly basis with three Association representatives. Such meetings shall be held at a time and place designated by the Department of Management Services.

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

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

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

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

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

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Date

Date

SECTION 5 - Bulletin Boards

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

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

- (1) recreational and social affairs of the Association,
- (2) Association meetings,
- (3) Association elections,
- (4) reports of Association committees,
- (5) Association benefit programs,
- (6) current Association Agreement,
- (7) training and educational opportunities, and
- (8) other materials pertaining to the welfare of Association members.

(C) Notices posted on these bulletin boards shall not contain anything reflecting adversely on the state, or its officers or employees, nor shall posted material violate or have the effect of violating any law, rule, or regulation.

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

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

For the State

For the FNA

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Negotiator, Florida Nurses Association

Date

Date

SECTION 6 - Employee Lists

(A) Upon request of the Association, 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 Association that are not confidential under state law. This information will be prepared on the basis of the latest information available in the database at the time of the request.

(B) It is the state's policy to protect employee data exempt from public access under the provisions of 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 Association agrees, therefore, that these exempt data are provided for the sole and exclusive use of the Association in carrying out its role as certified bargaining agent. This information may not be relayed, sold, or transferred to a third party and may not be used by an entity or individual for any purpose other than Association business.

SECTION 7 - Occupational Profiles and Rules Provided

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

SECTION 8 - Negotiations

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

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

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Mike Mattimore
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Date

Date

employees for travel, meals, lodging, or an expense incurred in connection with attendance at negotiating sessions.

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

SECTION 9 - Employee Assistance Programs

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

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Date

Date

Article 6
GRIEVANCE PROCEDURE

It is the policy of the state and Association to encourage informal discussions between supervisors and employees of employee complaints. Such discussions should be held with a view to reaching an understanding, which will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 - Definitions

As used in this Article:

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

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

(C) "Days" shall mean business days. "Business days" refers to the ordinary business hours, i.e., 8:00 a.m. until 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located. Furthermore, "business days" do not include any day observed as a holiday pursuant to section 110.117, 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 Association 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 Association shall elect at the outset which procedure is to be used and the election

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Mike Mattimore
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Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

shall be binding on the grievant or the Association. In the case of a duplicate filing, the action first filed will be the one processed.

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

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

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

(3) As indicated in Article 5 of this Agreement, the Association Grievance Representative in the same work unit, or the work location closest to the grievant's, shall be selected to represent the employee. In no case shall an Association Grievance Representative be allowed to travel more than 25 miles from their official work location in order to investigate a

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For the FNA

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Date

Date

grievance. The Association will make a reasonable effort to ensure that it trains a sufficient number of Association Grievance Representatives in order to minimize any such travel.

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

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

(C) If the grievant is not represented by the Association, an adjustment of the grievance shall be consistent with the terms of this Agreement. Further, the Association shall be given reasonable opportunity to be present at a meeting called for the resolution of such grievance. A grievant using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement. The Association shall not be bound by the decision of a grievance or arbitration in which the grievant was not represented by the Association.

SECTION 3 - Procedures

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

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

For the State

For the FNA

Mike Mattimore
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Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

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

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

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

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

(1) Step 1

(a) In filing a grievance at Step 1, the grievant or her designated representative shall submit to the Step 1 management representative within 15 days following the occurrence of the event giving rise to the grievance a grievance form as contained in Appendix B of this Agreement, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

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

(2) Step 2

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may submit it in writing to the Agency Head or designee within 10 days following receipt of the decision at Step 1.

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

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

(3) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or the grievant's designated representative may submit the grievance in writing on the appropriate form as contained in Appendix B of this Agreement to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399-0950 within 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance.

(b) The Department of Management Services shall discuss the grievance with the Association representative, or the grievant or representative if not represented by the Association. The Secretary of the Department of Management Services shall communicate a decision in writing to the grievant and the grievant's representative, if any, within 15 days following receipt of the written grievance.

(4) 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 scheduled date for the arbitration hearing provided in section (5)(b) below may be extended by mutual agreement beyond five months. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

(5) Step 4 – Arbitration

For the State

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Mike Mattimore
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Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

(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 Association Staff Representative may appeal the grievance in writing 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 2. If a contract language dispute as described in (3), above, is not resolved at Step 3, the Association may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement. If, at the initial written step, the Association declined to represent the grievant because she was not a member of the Association, 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. Arbitration hearings shall be scheduled as soon as feasible but no more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall 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.

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

(d) The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties, taking into consideration the availability of evidence, the location of witnesses, existence of appropriate facilities, and other relevant factors; however under normal circumstances, hearings will be held in Tallahassee.

(~~f~~e) At least fifteen days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts or

For the State

For the FNA

Mike Mattimore
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Negotiator, Florida Nurses Association

Date

Date

matters relevant to the grievance about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.

(ef) 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 (5)(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 fees and expenses of the expedited arbitration shall be shared equally by the parties. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of (5)(c) of this Article to conduct a hearing on the substantive issue(s).

(fg) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with their jurisdiction and authority under this Agreement, the decision shall be final and binding on the state, the Association, the grievant(s), and the employees. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue the 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 issue(s) submitted.

For the State

For the FNA

Mike Mattimore
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Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

3. The arbitrator shall have no authority to determine any other issues, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

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

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

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

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

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

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

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

b. If the Association is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for

For the State

For the FNA

Mike Mattimore
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Date

Date

back pay for the period between the original hearing date or the end of the five month period described in (5)(b), above, whichever is later, and the rescheduled date.

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

(hi) 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).

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

SECTION 4 - Time Limits

(A) Failure to initiate or appeal a grievance within the time limits in Section 3 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

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

(C) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing in any specific instance, as long as necessary, provided there is an agreement by both sides.

For the State

For the FNA

Mike Mattimore
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Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

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

SECTION 5 - Exceptions

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

(B) All grievances will be presented at the initial step with the following exceptions:

(1) If a grievance arises from the action of an official higher than the agency Step 1 management representative, the grievance shall be initiated at Step 2 or Step 3, as appropriate, by submitting a grievance form as set forth in Step 1 (Appendix B) within 15 days following the occurrence giving rise to the grievance.

(2) The Association shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Agreement. The grievance shall not include disciplinary actions taken against an employee. The Association's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The class action grievance form shall identify the specific group (i.e., employees' job classification(s), work unit(s), institution(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. A class action grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth therein, within 15 days of the occurrence of the event giving rise to the grievance.

For the State

For the FNA

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Negotiator, Florida Nurses Association

Date

Date

Article 7
DISCIPLINARY ACTION

(A) An employee who has attained permanent status in her current position may be disciplined only for just cause pursuant to section 110.227, Florida Statutes.

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

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

(D) Letters of counseling or counseling notices are documentation of minor work deficiencies or conduct concerns that are not discipline, and are not grievable; 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.

(E) Each agency may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of the employee serving the suspension. In making such determination, each agency shall take into consideration the preference of the employee as to serving the suspension or having leave deducted. If there is no 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 and remain in pay status. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

For the State

For the FNA

Mike Mattimore
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Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

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

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

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

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

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

(K) Except in extraordinary situations, an employee who has permanent status in her current position shall be given notice of proposed suspension or dismissal in accordance with Rule 60L-36, Florida Administrative Code and section 110.227(5)(a), Florida Statutes. When the employee requests a conference to explain or refute the charges made against the employee, the conference shall be conducted in accordance with the provisions of Rule 60L-36, Florida Administrative Code, and section 110.227(5)(a), Florida Statutes.

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

For the State

For the FNA

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Date

Date

Article 8
WORK FORCE REDUCTION

SECTION 1 - Layoffs

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

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

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

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

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

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

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

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

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

For the State

For the FNA

Mike Mattimore
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Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

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

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

(6) The layoff list shall be prepared by totaling retention points. Employees eligible for veterans' preference pursuant to section 295.07(1)(a) or (b), 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 total retention points is placed at the bottom of the list.

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

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

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

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

For the State

For the FNA

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Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

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

(10) Before laying off an employee who has permanent status in her current position as part of a work force reduction, an agency shall provide the employee reasonable notice of the intended action. Where possible, the agency shall provide at least 30 days' notice, and in all cases the Agency shall provide at least ten days' notice or pay or a combination of notice and pay, to be made at the employee's current hourly base rate of pay. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within seven calendar days after receiving the notice of layoff, the employee shall have the right to request, in writing, a demotion, lateral action, or reassignment within the competitive area in lieu of layoff to a position within the bargaining unit in which the employee held permanent status, or to a position in a broadband level at or below the current level in the bargaining unit, in which the employee held permanent status.

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

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

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

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

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

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

SECTION 2 – Reemployment and Status

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

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

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

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

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

SECTION 3 - Job Security

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

SECTION 4 – Grievability

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

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

**Article 10
PROMOTIONS**

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

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

SECTION 1 - Definitions

As used in this Article:

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

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

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

SECTION 2 - Procedures

(A) An employee who has permanent status in her current position may request a promotion by submitting the appropriate Request Form to the agency in which the position is located. Such requests shall indicate the class(es), broadband level(s), county(ies), and/or duty

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

station to which the employee would like to be assigned. A State of Florida Employment Application Form must be completed and sent with the employee's Request Form, and the employee's eligibility shall be determined by use of this completed application. Each applicant will be notified of her eligibility or ineligibility for the class(es), broadband level(s), county(ies), and or duty station applied for.

(B) An employee may submit a Request Form at any time; however, all Requests shall expire on May 31 of each calendar year.

SECTION 3 - Method of Filling Positions

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

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

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

SECTION 4 – Probationary Status on Promotion

(A) An employee appointed to a position, including a position to which the employee has been promoted, must successfully complete at least a one-year probationary period, before attaining permanent status in the position. An employee who has not attained permanent status in his current position serves at the pleasure of the agency head and may be dismissed at the discretion of the agency head. and shall attain permanent status in that position upon successful completion of the designated probationary period.

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

(B) An agency's actions in removing or dismissing an employee from a probationary position to which the employee has been promoted from a position in which the employee held permanent status are governed by the provisions of Section 110.217(3), Florida Statutes, and, pursuant to this statutory provision, are not grievable.

~~(B) An employee serving a probationary period in a position to which she has received an internal agency promotion may be removed from that promotional position at any time during the probationary period. If her former position, or a comparable position, is vacant, the employee is to be placed in such position. If such a position is not available, before dismissal, the agency shall make a reasonable effort to retain the employee in another vacant position. This process does not apply to terminations for cause nor does it create a right to bump an employee from an occupied position.~~

~~(1) If the employee is demoted into their former position or a comparable position, such demotion shall be with permanent status, provided the employee held permanent status in the agency in the lower position.~~

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

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

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

Article 12
PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee, which shall be maintained by the employing agency. Information in an employee's official personnel file may be maintained in electronic as well as paper form. If an agency establishes an additional file, the employee shall have access to that file.

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

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

(D) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document in the personnel file is invalid, the document shall be placed in an envelope, together with an explanation, the outside of the envelope and all pages of the document marked "VOID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State. In the case of electronic records, a Personnel Action Request (PAR) that has been determined to be void shall have a note added to the PAR form indicating that the action is "VOID".

(E) Information in an employee's official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

Article 23
HOURS OF WORK / COMPENSATORY TIME

SECTION 1 - Workweek/Compensatory Time

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

(B) Work beyond the normal workweek shall be recognized in accordance with Rule 60L-34, Florida Administrative Code.

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

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

(E) An agency may compensate employees in included positions for overtime as follows: An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to "FLSA compensatory leave." Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as "FLSA compensatory leave" will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will be permitted to accumulate a maximum of 80 hours of "FLSA compensatory leave" credits which may be taken in any increments if agreed to by the employee and the supervisor. If agreement is not reached, the supervisor may, with a minimum of five workdays notice, require the employee to use such leave

For the State

For the FNA

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Date

Date

credits at any time in increments of full work days. However, all unused "FLSA compensatory leave" credits at the close of business on December 31 and June 30, or other dates approved by the Department of Management Services, shall be paid for at the employee's regular hourly rate in accordance with Rule 60L-34, Florida Administrative Code as amended. An employee who separates from Career Service, moves to an excluded position, or moves to another state agency shall be paid for all unused "FLSA compensatory leave" in accordance with the above.

SECTION 2 - Rest Periods

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

SECTION 3 - Flextime

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

SECTION 4 - Work Schedule

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

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

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

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

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

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

SECTION 5 – Special Compensatory Leave

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

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

(2) By an employee in the career service for work performed in the employee's assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

(B) Special Compensatory Leave Earned Prior to July 1, 2012

(1) Despite the fact that previous collective bargaining agreements only permitted employees to accumulate a maximum of 240 hours of special compensatory leave credits, certain employees may have earned hours prior to July 1, 2012 in excess of that amount. Nothing in this agreement is intended to address the validity or invalidity of special compensatory leave credits above 240 hours earned prior to July 1, 2012.

(2) An employee may be required to reduce special compensatory leave credit balances.

(C) Special Compensatory Leave Earned On or After July 1, 2012

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2012, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be forfeited.

For the State

For the FNA

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State's Chief Labor Negotiator

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Date

Date

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after July 1, 2012, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be forfeited.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after July 1, 2012, to be used within the time limits specified in subsections 1 and 2. However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the agency head may extend the time limits specified in subsections 1 and 2 for up to an additional 180 calendar days. Extensions will not be allowed for any other reason.

(4) No agency may make a payout of unused special compensatory leave credits earned on or after July 1, 2012.

(D) Unless otherwise prohibited by law or rule, all requests for use of approved leave, other than administrative leave, shall first be charged to any special compensatory leave credits the employee has accrued.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

Article 25
WAGES

SECTION 1 – Pay Provisions – General

Agencies' authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.

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

In accordance with the authority provided in Fiscal Year 2015-2016 General Appropriations Act, 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 3– Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2015-16 General Appropriations Act, and from existing agency resources, 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 5 – 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.

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

SECTION 6 – Discretionary Raises

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

Article 26
DIFFERENTIAL PAY

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

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

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

Article 31
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

**Florida Nurses Association, OPEIU, Local 713
Proposals for Professional Health Care Unit
Collective Bargaining Agreement 2015 - 2017
Presented December 12, 2014**

Florida Nurses Association, Office & Professional Employees International Union, Local 713 ("FNA" or "Union") understands that the State of Florida is continuing to be challenged by budget constraints, and, as a result, all state agencies are faced with providing required services with limited resources, including staff. However, we are also aware of an improving economy, a higher employment rate and an increasing revenue stream to the State's budget. Furthermore, we continue to hear that agencies are unable to recruit and retain highly skilled, professional employees at a time when the demand for services continues to increase. The biggest factor in the inability to hire is the low salaries that the agencies offer, compounded by the fact that state health care professionals' benefits are being reduced or eliminated and those same employees have had only one raise in 8 years. There also remain significant and growing inequities among certain classifications of employees. While the FNA's proposals, described below, do not achieve the competitiveness the Union believes is necessary, these proposals are reasonable and necessary for the agencies to continue to deliver the quality level of health care services that the citizens and the wards of the state deserve. Thus, FNA's proposals are as follows:

New Article 3 – DUES CHECKOFF (currently vacant)

SECTION 1 – Deductions

(A) During the term of this Agreement, the State, by and through its respective agencies, agrees to deduct Association membership dues and uniform assessments, if any, in an amount established by the Association and certified in writing by an accredited officers of the Association to the State, from the pay of those employees in the bargaining Unit who individually make such request on a written checkoff authorization form provided by the Association (Appendix B). Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization of the agency.

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

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

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

SECTION 2 – Remittance

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

SECTION 3 – Insufficient Pay for Deduction

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

SECTION 4 – Termination of Deduction

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

SECTION 5 – Indemnification

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

SECTION 6 – Exceptions

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

SECTION 7 – Dues Checkoff Authorization Form

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

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

Article 5 - EMPLOYEE REPRESENTATION AND ASSOCIATION ACTIVITIES

Add a new Section 6 – Orientation. Sections following new Section 6 would be renumbered.

- (a) The state will provide each new bargaining unit employee with an informational sheet with information about the FNA, along with contact information for Professional Health Care Unit officers and FNA staff. The Association will prepare the informational sheet and provide it to the state for distribution.
- (b) The state will provide a roster of new hires and terminations each month which includes the employees' work email addresses. The FNA will use that roster to send new employees one introductory email to their work email addresses requesting information, including personal email addresses, for future communications.

Add a new Section – Activities of the Bargaining Unit President.

The Bargaining Unit President shall be released from that employee's regular work assignment (for purposes of assisting to administer the terms and conditions of the contract) up to 20 hours per pay period.

Article 7 – DISCIPLINARY ACTION

(A) An employee who has attained permanent status in her current position may be disciplined only for just cause pursuant to section 110.227, Florida Statutes.

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

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

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

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

~~(D) Letters of counseling or counseling notices are documentation of minor work deficiencies or conduct concerns that are not discipline, and are not grievable; 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.~~

~~(E) Each agency may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of the employee serving the suspension. In making such determination, each agency shall take into consideration the preference of the employee as to serving the suspension or having leave deducted. If there is no 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.~~

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

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

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

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

(J) An employee may request that an Association Staff Representative or Grievance Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to

Do not strike (E)

alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered. The purpose of the disciplinary investigation will be explained to the employee at the beginning of the meeting.

(K) Except in extraordinary situations, an employee who has permanent status in her current position shall be given notice of proposed suspension or dismissal in accordance with Rule 60L-36, Florida Administrative Code and section 110.227(5)(a), Florida Statutes. When the employee requests a conference to explain or refute the charges made against the employee, the conference shall be conducted in accordance with the provisions of Rule 60L-36, Florida Administrative Code, and section 110.227(5)(a), Florida Statutes.

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

Article 8 – WORFORCE REDUCTION

Add a new paragraph (D) as follows:

Reductions in pay for reasons other than discipline (e.g., budget reductions/shortfalls or position eliminated) will be administered by the same procedure as “layoffs” in paragraph “(A)” above.

Article 23 – HOURS OF WORK / COMPENSATORY TIME

SECTION 5 – Special Compensatory Leave

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

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

(2) By an employee in the career service for work performed in the employee’s assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

(B) Special Compensatory Leave Earned Prior to July 1, 2012

(1) Despite the fact that previous collective bargaining agreements only permitted employees to accumulate a maximum of 240 hours of special compensatory leave credits, certain employees may have earned hours prior to July 1, 2012 in excess of that amount. Nothing in this agreement is intended to address the validity or invalidity of special compensatory leave credits above 240 hours earned prior to July 1, 2012.

(2) An employee may be required to reduce special compensatory leave credit balances.

(C) Special Compensatory Leave Earned On or After July 1, 2012

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after July 1, 2012, which are not used ~~each year by the April 30 or October 31 that immediately succeeds within 120 calendar days from the end of the work period in which the leave is credited, whichever date occurs earlier,~~ shall be forfeited.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after July 1, 2012, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be forfeited.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after July 1, 2012, to be used within the time limits specified in subsections 1 and 2. However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the agency head may extend the time limits specified in subsections 1 and 2 for up to an additional 180 calendar days. Extensions will not be allowed for any other reason.

(4) No agency may make a payout of unused special compensatory leave credits earned on or after July 1, 2012.

(D) Unless otherwise prohibited by law or rule, all requests for use of approved leave, other than administrative leave, shall first be charged to any special compensatory leave credits the employee has accrued.

Article 24 – ON-CALL ASSIGNMENT

Increase On-Call Pay from \$1.00/hour to \$3.00/hour.

Article 25 – WAGES

- (1) Bargaining unit employees shall receive an across-the-board cost of living increase of 3%, effective July 1, 2015.
- (2) The Association proposes recurring salary range adjustments for unit positions utilizing the following formulas:
 - Raise the minimum salary for RN classes to \$40,000.
 - Raise the minimum salary for ARNP and Clinical Associates classes to \$70,000.
 - Raise the minimum salary for Pharmacists to \$80,000.
 - Raise the minimum salary for Senior Public Health Nutritionist, Public Health Nutritionist Supervisor, Senior Public Health Nutritionists Supervisor, and Nutrition Educators to \$40,000.
 - Raise the minimum salary for Dentist to \$100,000 and Sr. Dentist to \$110,000.
 - Raise the minimum salary for Behavioral Specialists to \$40,000.

Article 26 – DIFFERENTIAL PAY

The Association is proposing an increase in evening and night shift differentials for those employees who work in 24 hours facilities:

- Shift differential of \$2.00/hour for evening shift
- Shift differential of \$3.00/hour for night shift

Article 27 – INSURANCE BENEFITS

Add a new paragraph as follows:

Health insurance benefits (and any employee contribution for those benefits) for bargaining unit employees shall not be altered or changed during the term of this Agreement.

New Article 31 – PREVAILING RIGHTS (currently vacant)

All pay and benefits provisions published in the Personnel Rules which cover employees in this bargaining Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement. Any claim by an employee concerning the application of such provisions shall not be subject to the grievance procedure of this Agreement, but shall be subject to the method of review prescribed by the Personnel Rules, or other appropriate administrative or judicial remedy.

Article 35 – DURATION

Revise Paragraph (A) of Section 1 – Term as follows:

(A) This Agreement shall be effective as of the first day of July 2015, and shall remain in full force and effect through the 30th day of June 2017 with a re-opener during the first quarter of FY 2015 – 2016 regarding Article 25 (Wages) and up to three other articles of each party's choosing.

The Union reserves the right to make additional proposals, counter-proposals, and modified proposals.

Issues to Discuss at State Unit Negotiations (December 2014)

Rumors of closure of Tacachale and Sunland

Salary inequities – new, junior health care professionals being paid more than long term, experienced employees

LMHC with licenses are paid the same as those without licenses. Those who have licenses should be compensated more for the fact that they have a license. Master's level employee is treated the same as someone without a license.

Proposed changes to pension plan?

Increased staff for emergency preparedness (in areas including, but not limited to, epidemiology, nursing outreach, immunizations, etc.)

Increased pay and/or bonuses for employees with expertise, training, and education in emergency preparedness.

We have been requesting that personal email addresses for employees be included in the membership rosters for years. However, we were told that the state does not maintain that information. However, when Don Slesnick's office made a public records request for membership rosters including personal email addresses, we finally received them.

Reasoning / Justification for Proposals

Requesting pay increase or additive for employees with expertise, training, and education in the area of emergency preparedness. Due to budget restraints there is limited staff to provide the infrastructure for emergencies (chemical and biological – Ebola, flu, SARS, MRSA, etc.) and education of employees for same.

Special Comp – Departments and agencies are so short staffed that it is unreasonable to require people to use the special comp leave within such a short period of time (prior to April 30 and October 31). Therefore, we are requesting 120 calendar days for employees to use this time.

**State Health Care Professional Collective Bargaining Unit - FNA (04)
Fiscal Year 2015-16 Wage Proposals**

Union/Issue	Estimated Cost	Comments
Article 24: Increase on-call pay from \$1.00/hr to \$3.00/hr	\$496,281	The amount was calculated by using data in the People First System based on the number of on-call hours for Fiscal Year 2013-2014. The estimate assumes that employees would work similar hours each fiscal year and at a rate of \$3.00 per hour.
Article 25 (1): Effective July 1, 2015, 3% Cost of Living Increase	\$6.4m	A 3% competitive pay adjustment for filled positions effective July 1, 2015. LAS/PBS was the source used for the calculation (Dec 2014). Costing prepared by OPB.
Article 25 (2): Provides for salary range adjustments for unit positions: RN classes to \$40,000; ARNP and Clinical Associates to \$70,000; Pharmacists to \$80,000; Nutritionists to \$40,000; Dentists to \$100,000; Sr. Dentist to \$110,000 and Behavioral Specialists to \$40,000	\$6.3m	The amount was calculated by using data in the People First System based on full time filled positions including retirement and FICA. Registered Nurses \$1,425,916 ARNP/Clinical Associates \$1,496,949 Pharmacists \$94,898 Nutritionists \$2,420,740 Dentist \$264,709 Sr. Dentist \$381,957 Behavioral Specialists \$195,130 Costing prepared by OPB.
Article 26: Increase the shift differential for the evening shift from \$1.00 to \$2.00 and increase the night shift differential from \$1.00 to \$3.00	\$862,576	The amount calculated for this proposal is an estimate and was calculated by using position data from the People First System. Calculations were based on the type of shift that the employee is currently working and assuming that employee works that shift year round (2,080 hours). Employees working rotating shifts were calculated by using 693 hours for the evening shift and 693 hours for the night shift and assumes that the employee works the same shift year round. Costing was prepared by OPB.
Article 27: Adds a paragraph that states health insurance benefits (and employee contributions for benefits) shall not be altered.	Indeterminate	The Governor's Recommended Budget for Fiscal Year 2015-2016 has not been completed at this time. Any additional cost to the collective bargaining member will be based on recommendations for state employee benefits in the Governor's Recommended Budget for Fiscal Year 2015-2016. State employee wage and benefit recommendations will be presented at a later date.

**Florida Nurses Association (“FNA”)
Professional Health Care Unit – State Personnel System
Current Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of February 4, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation**

Shaded = Closed

Articles at Impasse: 3, 5, 6, 7, 8, 10, 12, 23, 25, 26, 31

Article	State Proposal	Union Proposal	Comments
1 – Recognition	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
2 – Vacant	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
3 – Vacant	<u>State Proposal 1/26/15:</u> Status quo	<u>Union Proposal December 12, 2014:</u> Proposes the restoration of a Dues Deduction article and contract language similar to that which was included in the FNA agreement until it was eliminated in Fiscal Year 2011-12.	Section 447.303, F.S., provides for the deduction of union dues, therefore the dues deduction article was vacated.
4 – No Discrimination	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
5 – Employee Representation and Association Activities	<u>State Proposal December 12, 2014:</u> Status quo	<u>Union Proposal December 12, 2014:</u> New Section – Orientation: (A) The state will provide each new bargaining unit employee with an informational sheet about FNA, along with contact information for Professional Health Care Unit officers and FNA staff. The Association will prepare the information sheet and provide it to the state for distribution. (B) The state will provide a roster of new hires and terminations each month which includes employees’ work email addresses. The FNA	

Florida Nurses Association (“FNA”)
Professional Health Care Unit – State Personnel System
Current Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of February 4, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation

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Article	State Proposal	Union Proposal	Comments
5 – Employee Representation and Association Activities (continued)		<p>will use that roster to send new employees one introductory email to their work email addresses requesting information, including personal email addresses, for future communications.</p> <p>The Bargaining Unit President shall be released from that employee’s regular work assignment (for purposes of assisting to administer the terms and conditions of the contract) for up to 20 hours per pay period.</p>	

Florida Nurses Association ("FNA")
Professional Health Care Unit – State Personnel System
Current Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of February 4, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation

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Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure	<p>State Proposal January 26, 2015: Section 3(F)(4) – When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (5)(b) below may be extended by mutual agreement beyond five months.</p> <p>Section 3(F)(5)(e) – At least fifteen days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts or matters relevant to the grievance about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.</p>		

Florida Nurses Association ("FNA")
Professional Health Care Unit – State Personnel System
Current Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of February 4, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation
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Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure (continued)	Section 5(B)(2) – The class action grievance form shall identify the specific group (i.e., employees’ job classification(s), work unit(s), institution(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement.		
7 – Disciplinary Action	State Proposal January 26, 2015:	<p>Union Proposal December 12, 2014:</p> <p>Section (A)(1) – An oral reprimand will be considered invalid if the employee is not disciplined for the same offense during the succeeding 12 months.</p> <p>Section (A)(2) – A written reprimand will not be considered in determining progressive discipline provided the employee is not disciplined for the same offense during the succeeding 24 months, and the written reprimand was not for a major offense, which could have resulted in the employee’s dismissal.</p> <p>Strikes section (D) which states counseling notices are not discipline, and are not grievable, but may be used by the state at an administrative hearing involving the employee’s discipline to</p>	

Florida Nurses Association (“FNA”)
Professional Health Care Unit – State Personnel System
Current Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of February 4, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation

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Article	State Proposal	Union Proposal	Comments
7 – Disciplinary Action (continued)	Section (E) – Clarifies current policy that when an employee chooses to substitute special compensatory leave in lieu of serving a suspension, the employee from whom leave is deducted will continue to report for duty and remain in pay status.	demonstrate the employee was on notice of the performance deficiencies or conduct concerns. Section (E) – Union initially proposed striking this section, however, upon discussion, then asked the state to clarify section (E) to make clear that employees who have leave deducted in lieu of serving suspension may still report to work and are compensated for those hours worked (no double deduction of leave and pay).	
8 – Work Force Reduction	<u>State Proposal 1/26/15:</u> Status quo	<u>Union Proposal December 12, 2014:</u> Adds new section: reduction in pay for reasons other than discipline will be administered by same procedure as layoffs described in paragraph A of the current Article 8.	
9 – Reassignment, Transfer, Change in Duty Station	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
10 – Promotions	<u>State Proposal January 26, 2015:</u> Section 4(A) – An employee appointed to a position, including a position to which the employee has been promoted, must successfully complete at least a one-year probationary period before attaining		

Florida Nurses Association (“FNA”)
Professional Health Care Unit – State Personnel System
Current Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of February 4, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation

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Article	State Proposal	Union Proposal	Comments
10 – Promotions (continued)	<p>permanent status in the position. An employee who has not attained permanent status in his current position serves at the pleasure of the agency head and may be dismissed at the discretion of the agency head.</p> <p>Section 4(B) – An agency’s actions in removing or dismissing an employee from a probationary position to which the employee has been promoted from a position in which the employee held permanent status are governed by the provisions of Section 110.217(3), Florida Statutes, and, pursuant to this statutory provision, are not grievable.</p>		
11 – Classification Matters	<p><u>State Proposal December 12, 2014:</u> (A) Provides specific broadband terminology for classification reviews; review by Agency Head.</p>		<p>Agreed to and signed state’s proposal on 2/4/15.</p>

Florida Nurses Association ("FNA")
Professional Health Care Unit – State Personnel System
Current Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of February 4, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation

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Article	State Proposal	Union Proposal	Comments
12 – Personnel Records	<p><u>State Proposal December 12, 2014:</u></p> <p>(A) Information in an employee’s official personnel file may be maintained in electronic as well as paper form.</p> <p>(B) Terminology changed from derogatory “material” to “document,” and employee “answer” to “response.”</p> <p>(D) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document in the personnel file is invalid, the document shall be placed in an envelope, together with an explanation, the outside of the envelope and all pages of the document marked “VOID”, and retained in the employee’s personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State. In the case of electronic records, a Personnel Action Request (PAR) that has been determined to be</p>		

**Florida Nurses Association (“FNA”)
Professional Health Care Unit – State Personnel System
Current Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of February 4, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Article	State Proposal	Union Proposal	Comments
12 – Personnel Records (continued)	void shall have a note added to the PAR form indicating that the action is “VOID”. (E) Information in an employee’s official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.		
13 – Safety	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
14 – Performance Planning and Evaluation	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
15 – Scope of Health Care Professional Practice	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
16 – Employment Outside State Government	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
17 – Vacant	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
18 – Leave	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.

**Florida Nurses Association (“FNA”)
Professional Health Care Unit – State Personnel System
Current Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of February 4, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Article	State Proposal	Union Proposal	Comments
19 – Replacement of Personal Property	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
20 – Training and Education	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
21 – Compensation for Temporary Special Duty in Higher Position	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
22 – Disability Leave	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
23 – Hours of Work/Compensatory Time	<u>State Proposal December 12, 2014:</u> Status quo	<u>Union Proposal December 12, 2014:</u> Section (C)(1) – Special compensatory leave credits earned on or after July 1, 2012, which are not used <u>within 120 calendar days from the end of the work period in which the leave is credited</u> , shall be forfeited.	
24 – On-Call Assignment	<u>State Proposal December 12, 2014:</u> Section 4 – clarifies work period terminology.	<u>Union Proposal December 12, 2014:</u> Increase on-call pay from \$1.00/hour to \$3.00/hour.	Agreed to and signed state’s proposal on 12/12/14. <u>Costing Estimate:</u> \$496,281

**Florida Nurses Association (“FNA”)
Professional Health Care Unit – State Personnel System
Current Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of February 4, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation
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Article	State Proposal	Union Proposal	Comments
25 – Wages	<p data-bbox="495 402 999 727"><u>State Proposal of January 26, 2015:</u> Section 1 – General Pay Provisions Agencies’ authority to provide increases to employees’ base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.</p> <p data-bbox="495 768 999 1304">Section 2 – Deployment to a Facility or Area Closed due to Emergency In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.</p>	<p data-bbox="1020 402 1566 573"><u>Union Proposal December 12, 2014:</u> Section (1) – Bargaining unit employees shall receive an across-the-board cost of living increase of 3%, effective July 1, 2015.</p> <p data-bbox="1020 621 1566 1385">Section (2) – The Association proposes recurring salary range adjustments for unit positions utilizing the following formulas: - Raise the minimum salary for RN classes to \$40,000. - Raise the minimum salary for ARNP and Clinical Associates classes to \$70,000. - Raise the minimum salary for Pharmacists to \$80,000. - Raise the minimum salary for Senior Public Health Nutritionist, Public Health Nutritionist Supervisor, Senior Public Health Nutritionists Supervisory, and Nutrition Educators to \$40,000. - Raise the minimum salary for Dentist to \$100,000 and Sr. Dentist to \$110,000. - Raise the minimum salary for Behavioral Specialists to \$40,000.</p>	<p data-bbox="1598 435 1923 467">Costing Estimate: \$6.4m</p> <p data-bbox="1598 621 1923 654">Costing Estimate: \$6.3m</p>

**Florida Nurses Association (“FNA”)
Professional Health Care Unit – State Personnel System
Current Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of February 4, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>Section 3 – Cash Payout of Annual Leave Permanent Career Service employees may be given the option of receiving up to 24 hours of unused annual leave each December in the form of a cash payout subject to, and in accordance with, section 110.219(7), Florida Statutes.</p> <p>Section 4 – Performance Pay In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, and from existing agency resources, 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.</p> <p>Section 5 – 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.</p>		

**Florida Nurses Association (“FNA”)
Professional Health Care Unit – State Personnel System
Current Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of February 4, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	Section 6 – Discretionary Raises In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.		
26 – Differential Pay	<u>State Proposal December 12, 2014:</u> Status quo	<u>Union Proposal December 12, 2014:</u> Increase shift differential for those employees who work in 24 hour facilities from \$1.00 per hour to \$2.00 per hour for evening shifts, and from \$1.00 per hour to \$3.00 per hour for night shifts.	Costing Estimate: \$862,576
27 – Insurance Benefits	<u>State Proposal of January 26, 2015:</u> The benefits and the employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2015-2016.	<u>Union Proposal December 12, 2014:</u> No changes during term of Agreement.	Agreed to and signed state’s proposal on 2/4/15. Costing Estimate: Indeterminate
28 – Travel Expenses	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
29 – Drug-Free Workplace	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.

Florida Nurses Association (“FNA”)
Professional Health Care Unit – State Personnel System
Current Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of February 4, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation

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Article	State Proposal	Union Proposal	Comments
30 – No Strike	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
31 – Vacant	<u>State Proposal 1/26/15:</u> Status quo	<u>Union Proposal December 12, 2014:</u> Proposes Prevailing Rights language from FY 2010-2011 Agreement’s Article 31: All pay and benefits provisions published in the Personnel Rules which cover employees in this bargaining unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement. Any claim by an employee concerning the application of such provisions shall not be subject to the grievance procedure of this Agreement, but shall be subject to the method of review prescribed by the Personnel Rules, or other appropriate administrative or judicial remedy.	Article vacated per 2011 Legislative Impasse Resolution
32 – Management Rights	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
33 – Entire Agreement	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.
34 – Savings Clause	<u>State Proposal December 12, 2014:</u> Status quo		Agreed to and signed state’s proposal on 1/09/15.

Florida Nurses Association (“FNA”)
Professional Health Care Unit – State Personnel System
Current Agreement Expires June 30, 2015
Status of Collective Bargaining Negotiations as of February 4, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation

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Article	State Proposal	Union Proposal	Comments
35 – Duration	<u>State Proposal December 12, 2014:</u> Proposes 1-year agreement to expire on June 30, 2016.	<u>Union Proposal December 12, 2014:</u> Two-year agreement with re-opener during first quarter of FY 2015-16 regarding Article 25 (Wages) and up to 3 other articles of each party’s choosing.	

Article 7
EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

SECTION 1 - Standards of Conduct and Performance

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

(B) Consistent with applicable statutes, an employee's off-the-job conduct shall not result in disciplinary action unless such conduct impairs his effectiveness as an employee. Moreover, the state recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(C) The duties and responsibilities for each Selected Exempt Service class of Physician and Senior Physician are assigned by the respective agencies.

(D) Each employee shall serve at the pleasure of the Agency Head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the Agency Head. No final action will be taken prior to a review by the Agency Head or designee. Upon written request and receipt of payment, the state shall provide the union with copies of any public records related to the adverse personnel action. All requests and all documents provided shall be in accordance with Chapter 119, Florida Statutes. If any adverse action is taken because of an alleged violation of Chapter 458 or 459 of the Florida Statutes, the employee shall be entitled to a "peer review" prior to the action being taken. Such "peer review" shall be as prescribed by law, medical staff by-laws, or for county Health Units in accordance with Section 2 of this Article.

(E) Administrators shall not discipline employees in the presence of other staff members.

SECTION 2 - County Health Department Peer Review Procedures

The state and FPD agree to continue to implement the provisions of the March 9, 1998 Memorandum of Agreement regarding Peer Review within the Department of Health in the County Health Departments.

For the State

For the FPD

Michael Mattimore
State's Chief Labor Negotiator

Mark Neimeiser
Interim Executive Director

Date

Date

SECTION 3 – Performance Evaluations

The performance of employees shall be evaluated in accordance with Chapter 60L-35, Florida Administrative Code.

(A) Performance evaluations shall be directed to identify strengths as well as weaknesses.

(B) Employees shall be evaluated at least annually on the date determined by their agency.

(C) Each employee shall be informed of the criteria and procedure to be used in the evaluation process.

(D) The employee shall have the right to submit a written statement to be attached to the written evaluation.

(E) The employee shall be provided a copy of the evaluation at the time it is signed by him acknowledging receipt.

SECTION 4 – Employee Representation Right

An employee may request a union representative be present to advise and/or assist the employee during any investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. Upon the request of the employee, the purpose of the investigation will be explained.

SECTION 5 – State Denial of Representation

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

Article 12
PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee, which shall be maintained by the employing agency. Information in an employee's official personnel file may be maintained in electronic as well as paper form.

(B) Before ~~any~~ a derogatory ~~material document~~ is placed in an employee's official personnel file, a copy will be sent to the employee. The employee shall have ten calendar days to provide a written response and his answer will be attached to the file copy. If the employee fails to respond the ~~material document~~ may be placed in his official personnel file by the agency.

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

(D) Employees shall not be subjected to local personnel practices which are prohibited or in conflict with state or agency policies.

(E) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document in the personnel file is invalid, the document shall be placed in an envelope, together with an explanation, the outside of the envelope and all pages of the document marked "VOID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State. In the case of electronic records, a Personnel Action Request (PAR) that has been determined to be void shall have a note added to the PAR form indicating that the action is "VOID".

(F) Information in an employee's official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

Article 18
WAGES

SECTION 1 – Pay Provisions – General

Agencies' authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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 3 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2015-16 General Appropriations Act, and from existing agency resources, 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 4 – 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 5 – Discretionary Raises

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

Article 19
INSURANCE BENEFITS

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. Selected Exempt Service employees shall pay the same health insurance premiums as Career Service employees.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

COLLECTIVE BARGAINING PROPOSALS – SES Physicians, Attorneys, Non-Professional Supervisors

Over the past number of years there has been an erosion of benefits (3% salary tax to defray certain costs, new health insurance premiums and access to other benefits). All the while, without the right to be able to confront discipline, discharge or other job loss without an explanation leads us to believe that SES workers may be subjected to violations of Law and /or subject to someone's whim. Neither of which is in the public interest.

Each Unit employee shall serve at the pleasure of the agency and is subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action at the discretion of the agency head for a period of not less than six months from the date of hire. Employees retained thereafter shall be subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action only for just cause. No final action will be taken prior to review by the agency head, or designee. Upon written request and receipt of payment the State shall provide the Union with copies of any public records related to the adverse personnel action. All requests and all documents shall be in accordance with Chapter 119, Florida Statutes.

Retirement benefits are a form of deferred compensation. The past several years, despite by most accounts FRS is one of the best funded Pension systems in the country, SES Represented employees have seen this benefit eroded and or taxed(3% pay reduction). During the past three Contract periods employees have been made aware of pronouncements by the Governor and Legislators to change the FRS benefits and or system. Employees need to be able to plan their future and a stable retirement is necessary for retention.

SES Physicians, Attorneys and Supervisors Bargaining Units

Retirement Benefits

Retirement benefits shall be provided in accordance with Chapter 121, Florida Statutes (2013). Any changes in this statute affecting these benefits shall not apply to this bargaining unit unless agreed to by the parties or as a result of negotiations pursuant to Article 24(D) [or equivalent provision providing reopeners during a multi-year agreement].

COLLECTIVE BARGAINING PROPOSALS – SES Physicians, Attorneys, Non-Professional Supervisors

SES Physicians, Attorneys and Non-Professional Supervisors have gone without a general wage increase for almost eight years. Further, SES employees work in jobs that have higher education, licensure, or experience requirements.

General Wage Increase for FY 2015-16 ...Effective August 1, 2015 each fulltime eligible unit employee shall receive a minimum annual General Wage Increase for Fiscal Year 2015-16 of no less than \$ 2,500.

Special Pay Issues ... Each Agency shall provide a \$ 600 lump sum bonus award to full time Unit employees, in order recruit, retain and reward employees having served at least three years in their current Unit classification as of November 1, 2015. Such bonus award will be paid no later than March 1, 2016.

Performance Pay... Each agency is authorized to grant 2% merit pay increases based on the employee's outstanding performance as evidenced by a performance evaluation conducted by the employee's anniversary date.

The State Group Health Self-Insurance Plan, has in regard to its benefits and costs, has changed without any discussion or negotiation. The Union will no longer agree to a de facto waiver of its rights to negotiate on the benefits and costs.

COLLECTIVE BARGAINING PROPOSALS – SES Physicians, Attorneys, Non-Professional Supervisors

Represented SES Employees enrolled in the State Group health Self-Insurance shall maintain current benefit levels and premium costs. Plan design, deductibles and other issues shall only be subject to change during the yearly enrollment period occurring October of 2015.

**- Selected Exempt Service Physicians Unit -CBU 80
Fiscal Year 2015-2016**

Union/Issue	Estimated Cost	Comments
A provision is inserted providing that effective August 1, 2015 each fulltime eligible unit employee shall receive a minimum annual General Wage Increase for Fiscal Year 2015-16 of no less than \$ 2,500.	\$473K	A \$2,500 increase for all filled positions in CBU 80 (227) calculated using LAS/PBS Dec 2014 information (including Retirement and FICA).
A provision is inserted that each Agency shall provide a \$600 lump sum bonus award to full time Unit employees, in order to recruit, retain and reward employees having served at least three years in their current Unit classification as of November 1, 2015. Bonus award will be paid no later than March 1, 2016.	\$66,532	A \$600 lump sum bonus was calculated for filled positions in CBU 80. People first was the source used for the calculation, excluding employees with less than 3 yrs of service. Costing prepared by OPB (96 filled positions).
A provision is inserted that authorizes each agency to grant a 2 percent merit pay increase to employees that have outstanding performance based upon their performance evaluation.	\$545,101	A 2% salary increase was calculated for filled positions in CBU 80. LAS/PBS was the source used for the calculation. Costing prepared by OPB, assuming all members have outstanding performance.
Represented SES Employees enrolled in the State Group health Self-Insurance shall maintain current benefit levels and premium costs. Plan design, deductibles and other issues shall only be subject to change during the yearly enrollment period occurring October of 2015.	\$121,693	The Governor's recommended budget for FY 2015-16 eliminates "pay-alls" for SES classes. Calculation prepared by OPB using default average cost for health insurance (\$1,265) multiplied by filled positions in People First (96).

**Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 26, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation**

Shaded = Closed

Articles at Impasse: 7, 12, 18, 19, Union proposed new article – Retirement Benefits

Article	State Proposal	Union Proposal	Comments
1 – Recognition	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
2 – Gender Reference	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
3 – Vacant	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
4 – No Discrimination	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
5 – Employee Rights, Management, and Union Communications	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
6 – Grievance Procedure	<u>State Proposal December 20, 2014:</u> Section 4(C)(6)(d) – At least fifteen days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and deliver to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.		Agreed to and signed state’s proposal on 01/20/15.

**Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
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Articles at Impasse: 7, 12, 18, 19, Union proposed new article – Retirement Benefits

Article	State Proposal	Union Proposal	Comments
7 – Employee Standards of Conduct and Performance	State Proposal December 15, 2014: Status quo	Union Proposal December 15, 2014: Each Unit employee shall serve at the pleasure of the agency and is subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action at the discretion of the agency head for a period of not less than six months from the date of hire. Employees retained thereafter shall be subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action only for just cause. No final action will be taken prior to review by the agency head, or designee. Upon written request and receipt of payment the State shall provide the Union with copies of any public records related to the adverse personnel action. All requests and all documents shall be in accordance with Chapter 119, Florida Statutes.	
8 – Termination Due to a Reduction in Force and Recall	State Proposal December 15, 2014: Status quo		Agreed to and signed state’s proposal on 01/20/15.
9 – Reassignment	State Proposal December 15, 2014: Status quo		Agreed to and signed state’s proposal on 01/20/15.
10 – Classification and Pay Plan	State Proposal December 15, 2014: Status quo		Agreed to and signed state’s proposal on 01/20/15.

**Federation of Physicians and Dentists (“FPD”)
 SES Physicians Unit – State Personnel System
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Articles at Impasse: 7, 12, 18, 19, Union proposed new article – Retirement Benefits

Article	State Proposal	Union Proposal	Comments
11 – Classification Review and Professional Practice Scope	<p><u>State Proposal December 15, 2014:</u> (A) Provides specific broadband terminology for classification reviews.</p>		Agreed to and signed state’s proposal on 12/15/14.
12 – Personnel Records	<p><u>State Proposal December 15, 2014:</u> (A) Information in an employee’s official personnel file may be maintained in electronic as well as paper form.</p> <p>(B) Terminology changed from derogatory “material” to “document.”</p> <p>(E) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document in the personnel file is invalid, the document shall be placed in an envelope, together with an explanation, the outside of the envelope and all pages of the document marked “VOID”, and retained in the employee’s personnel file as specified in the State of Florida General Records Schedule GSI-SL for State and Local Government Records, as promulgated by the Department of State. In the case of electronic records, a Personnel Action Request (PAR) that has been determined to be void shall have a note</p>		

**Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit – State Personnel System
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Articles at Impasse: 7, 12, 18, 19, Union proposed new article – Retirement Benefits

Article	State Proposal	Union Proposal	Comments
12 – Personnel Records (continued)	added to the PAR form indicating that the action is “VOID”. (F) Information in an employee’s official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.		
13 – Safety	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
14 – Replacement of Personal Property	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
15 – Drug Testing	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
16 – Leaves of Absence, Hours of Work	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
17 – Training and Education	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.

**Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit – State Personnel System
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Articles at Impasse: 7, 12, 18, 19, Union proposed new article – Retirement Benefits

Article	State Proposal	Union Proposal	Comments
18 – Wages	<p data-bbox="428 399 1003 686"><u>State Proposal of January 26, 2015:</u> Section 1 – General Pay Provisions Agencies’ authority to provide increases to employees’ base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.</p> <p data-bbox="428 727 1003 1230">Section 2 – Deployment to a Facility or Area Closed due to Emergency In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.</p> <p data-bbox="428 1271 1003 1416">Section 3 – Performance Pay In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, and from existing</p>	<p data-bbox="1026 399 1556 613"><u>Union Proposal December 15, 2014:</u> General Wage Increase for FY 2015-2016: Effective August 1, 2015, each full time eligible unit employee shall receive a minimum annual general wage increase of no less than \$2,500.</p> <p data-bbox="1026 654 1556 979">Special Pay Issues: Each agency shall provide a \$600 lump sum bonus award to full time unit employees, in order to recruit, retain, and reward employees having served at least three years in their current unit classification as of November 1, 2015. Such bonus award will be paid no later than March 1, 2016.</p> <p data-bbox="1026 1271 1556 1416">Performance Pay: Each agency is authorized to grant 2% merit increases based on the employee’s outstanding performance as evidenced by a</p>	<p data-bbox="1577 435 1913 467">Costing Estimate: \$473K</p> <p data-bbox="1577 654 1913 686">Costing Estimate: \$66,532</p> <p data-bbox="1577 1271 1913 1304">Costing Estimate: \$545,101</p>

**Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 26, 2015
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Articles at Impasse: 7, 12, 18, 19, Union proposed new article – Retirement Benefits

Article	State Proposal	Union Proposal	Comments
18 – Wages (continued)	<p>agency resources, 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.</p> <p>Section 4 – 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.</p> <p>Section 5 – Discretionary Raises In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.</p>	performance evaluation conducted by the employee’s anniversary date.	
19 – Insurance Benefits	<p><u>State Proposal January 20, 2015:</u> SES employees shall pay the same health insurance premiums as Career Service employees.</p>	<p><u>Union Proposal December 15, 2014:</u> Represented SES employees enrolled in the State Group Health Insurance shall maintain current benefit levels and premium costs. Plan design.</p>	Costing Estimate: \$121,693

**Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit – State Personnel System
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Articles at Impasse: 7, 12, 18, 19, Union proposed new article – Retirement Benefits

Article	State Proposal	Union Proposal	Comments
19 – Insurance Benefits (continued)		deductibles, and other issues shall only be subject to change during the yearly enrollment period occurring October of 2015.	
20 – Per Diem and Travel Expenses	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
21 – Pay Plan and Classification of Work	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
22 – Vacant	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
23 – Management Rights	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
24 – Entire Agreement	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
25 – Savings Clause	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
26 – Duration	<u>State Proposal December 15, 2014:</u> Proposes 1-year agreement to expire on June 30, 2016.	<u>Union Proposal December 15, 2014:</u> Multi-year agreement with re-openers each year.	
New Article – Retirement Benefits		<u>Union Proposal December 15, 2014:</u> Any statutory changes to retirement benefits shall not apply to unit unless agreed upon.	

FPD - SES Supervisory
Non-Professional Unit

Article 7
EMPLOYEE STANDARDS OF CONDUCT

SECTION 1 - Employee Representation Right

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

SECTION 2 - Employee Election

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

SECTION 3 - State Denial of Representation

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

SECTION 4 - Standards of Conduct

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

(B) The duties and responsibilities for each of the occupational level positions are assigned by the respective agencies.

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

For the State

For the FPD

Michael Mattimore
State's Chief Labor Negotiator

Mark Neimeiser
Interim Executive Director

Date

Date

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

Article 12
PERSONNEL FILE

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

(B) If a derogatory ~~material~~ document is placed in an employee's official personnel file, a copy will be sent to the employee. The employee shall have ten calendar days to provide a written response and his answer will be attached to the file copy.

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

(D) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document in the personnel file is invalid, the document shall be placed in an envelope, together with an explanation, the outside of the envelope and all pages of the document marked "VOID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State. In the case of electronic records, a Personnel Action Request (PAR) that has been determined to be void shall have a note added to the PAR form indicating that the action is "VOID".

(E) Information in an employee's official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

Article 23
INSURANCE BENEFITS

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. Selected Exempt Service employees shall pay the same health insurance premiums as Career Service employees.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
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Article 25
WAGES

SECTION 1 – Pay Provisions – General

Agencies' authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.

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

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In accordance with the authority provided in the Fiscal Year 2015-16 General Appropriations Act, and from existing agency resources, 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.

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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 5 – Discretionary Raises

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Mark Neimeiser
Interim Executive Director

Date

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Over the past number of years there has been an erosion of benefits (3% salary tax to defray certain costs, new health insurance premiums and access to other benefits). All the while, without the right to be able to confront discipline, discharge or other job loss without an explanation leads us to believe that SES workers may be subjected to violations of Law and /or subject to someone's whim. Neither of which is in the public interest.

Each Unit employee shall serve at the pleasure of the agency and is subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action at the discretion of the agency head for a period of not less than six months from the date of hire. Employees retained thereafter shall be subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action only for just cause. No final action will be taken prior to review by the agency head, or designee. Upon written request and receipt of payment the State shall provide the Union with copies of any public records related to the adverse personnel action. All requests and all documents shall be in accordance with Chapter 119, Florida Statutes.

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SES Physicians, Attorneys and Supervisors Bargaining Units

Retirement Benefits

Retirement benefits shall be provided in accordance with Chapter 121, Florida Statutes (2013). Any changes in this statute affecting these benefits shall not apply to this bargaining unit unless agreed to by the parties or as a result of negotiations pursuant to Article 24(D) [or equivalent provision providing reopeners during a multi-year agreement].

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SES Physicians, Attorneys and Non-Professional Supervisors have gone without a general wage increase for almost eight years. Further, SES employees work in jobs that have higher education, licensure, or experience requirements.

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Performance Pay... Each agency is authorized to grant 2% merit pay increases based on the employee's outstanding performance as evidenced by a performance evaluation conducted by the employee's anniversary date.

The State Group Health Self-Insurance Plan, has in regard to its benefits and costs, has changed without any discussion or negotiation. The Union will no longer agree to a de facto waiver of its rights to negotiate on the benefits and costs.

COLLECTIVE BARGAINING PROPOSALS – SES Physicians, Attorneys, Non-Professional Supervisors

Represented SES Employees enrolled in the State Group health Self-Insurance shall maintain current benefit levels and premium costs. Plan design, deductibles and other issues shall only be subject to change during the yearly enrollment period occurring October of 2015.

**- Selected Exempt Service - Non-Professional Supervisors-CBU 86
Fiscal Year 2015-2016**

Union/Issue	Estimated Cost	Comments
A provision is inserted providing that effective August 1, 2015 each fulltime eligible unit employee shall receive a minimum annual General Wage Increase for Fiscal Year 2015-16 of no less than \$ 2,500.	\$3.6M	A \$2,500 increase for all filled positions in CBU 86 (1,393) calculated using LAS/PBS Dec 2014 information (including Retirement and FICA).
A provision is inserted that each Agency shall provide a \$600 lump sum bonus award to full time Unit employees, in order to recruit, retain and reward employees having served at least three years in their current Unit classification as of November 1, 2015. Bonus award will be paid no later than March 1, 2016.	\$774,587	A \$600 lump sum bonus was calculated for filled positions in CBU 86. People first was the source used for the calculation, excluding employees with less than 3 yrs of service. Costing prepared by OPB (1,117 filled positions).
A provision is inserted that authorizes each agency to grant a 2 percent merit pay increase to employees that have outstanding performance based upon their performance evaluation.	\$1.1M	A 2% salary increase was calculated for filled positions in CBU 86. LAS/PBS was the source used for the calculation. Costing prepared by OPB, assuming all members have outstanding performance.
Represented SES Employees enrolled in the State Group health Self-Insurance shall maintain current benefit levels and premium costs. Plan design, deductibles and other issues shall only be subject to change during the yearly enrollment period occurring October of 2015.	\$1.4M	The Governor's recommended budget for FY 2015-16 eliminates "pay-all" for SES classes. Calculation prepared by OPB using default average cost for health insurance (\$1,265) multiplied by filled positions in People First (1,117).

Federation of Physicians and Dentists
Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System
Current One -Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 26, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed

Articles at Impasse: 7, 12, 23, 25, Union proposed new article – Retirement Benefits

Article	State Proposal	Union Proposal	Comments
1 – Recognition	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state's proposal on 01/20/15.
2 – Gender Reference	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state's proposal on 01/20/15.
3 – Vacant	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state's proposal on 01/20/15.
4 – No Discrimination	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state's proposal on 01/20/15.
5 – Union Activities and Employee Representation	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state's proposal on 01/20/15.
6 – Grievance Procedure	<u>State Proposal January 20, 2015:</u> Section 4(D)(6)(d) – At least fifteen days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts or matters relevant to the grievance about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to		Agreed to and signed state's proposal on 01/20/15.

Federation of Physicians and Dentists
Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System
Current One -Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 26, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation
Shaded = Closed

Articles at Impasse: 7, 12, 23, 25, Union proposed new article – Retirement Benefits

Article	State Proposal	Union Proposal	Comments
6 – Grievance Procedure (continued)	respond to the late filed witness information.		
7 – Employee Standards of Conduct	<u>State Proposal December 15, 2014:</u> Status quo	<u>Union Proposal December 15, 2014:</u> Each Unit employee shall serve at the pleasure of the agency and is subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action at the discretion of the agency head for a period of not less than six months from the date of hire. Employees retained thereafter shall be subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action only for just cause. No final action will be taken prior to review by the agency head, or designee. Upon written request and receipt of payment the State shall provide the Union with copies of any public records related to the adverse personnel action. All requests and all documents shall be in accordance with Chapter 119, Florida Statutes.	
8 – Employee Rights	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state's proposal on 01/20/15.

Federation of Physicians and Dentists
Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System
Current One -Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 26, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation
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Articles at Impasse: 7, 12, 23, 25, Union proposed new article – Retirement Benefits

Article	State Proposal	Union Proposal	Comments
9 – Vacant	State Proposal December 15, 2014: Status quo		Agreed to and signed state’s proposal on 01/20/15.
10 – Career Opportunities	State Proposal December 15, 2014: Status quo		Agreed to and signed state’s proposal on 01/20/15.
11 – Classification and Pay Plan	State Proposal December 15, 2014: Status quo		Agreed to and signed state’s proposal on 01/20/15.
12 – Personnel File	<p>State Proposal December 15, 2014:</p> <p>(A) Information in an employee’s official personnel file may be maintained in electronic as well as paper form.</p> <p>(B) Terminology changed from derogatory “material” to “document.”</p> <p>(D) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document in the personnel file is invalid, the document shall be placed in an envelope, together with an explanation, the outside of the envelope and all pages of the document marked “VOID”, and retained in the employee’s personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State. In the case of electronic records, a</p>		

Federation of Physicians and Dentists
Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System
Current One -Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 26, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation
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Articles at Impasse: 7, 12, 23, 25, Union proposed new article – Retirement Benefits

Article	State Proposal	Union Proposal	Comments
12 – Personnel File (continued)	<p>Personnel Action Request (PAR) that has been determined to be void shall have a note added to the PAR form indicating that the action is “VOID”.</p> <p>(E) Information in an employee’s official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.</p>		
13 – Safety	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
14 – Review and Performance Evaluations	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
15 – Scope of Professional Responsibilities	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
16 – Employment Outside State Government	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
17 – Drug Testing	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.

Federation of Physicians and Dentists
Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System
Current One -Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 26, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation
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Articles at Impasse: 7, 12, 23, 25, Union proposed new article – Retirement Benefits

Article	State Proposal	Union Proposal	Comments
18 – Hours of Work/Overtime & Leaves of Absence	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state's proposal on 01/20/15.
19 – Holidays	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state's proposal on 01/20/15.
20 – Training	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state's proposal on 01/20/15.
21 – Travel Expenses	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state's proposal on 01/20/15.
22 – Replacement of Personal Property	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state's proposal on 01/20/15.
23 – Insurance Benefits	<u>State Proposal 1/20/15:</u> SES employees shall pay the same health insurance premiums as Career Service employees.	<u>Union Proposal December 15, 2014:</u> Represented SES employees enrolled in the State Group Health Insurance shall maintain current benefit levels and premium costs. Plan design, deductibles, and other issues shall only be subject to change during the yearly enrollment period occurring October of 2015.	Costing Estimate: \$1.4M
24 – Vacant	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state's proposal on 01/20/15.
25 – Wages	<u>State Proposal of 1/26/15:</u> Section I – General Pay Provisions Agencies' authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state	<u>Union Proposal 12/15/14:</u> General Wage Increase for FY 2015-2016: Effective August 1, 2015, each full time eligible unit employee shall receive a minimum annual general wage increase of no	Costing Estimate: \$473K

Federation of Physicians and Dentists
Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System
Current One -Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 26, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation
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Articles at Impasse: 7, 12, 23, 25, Union proposed new article – Retirement Benefits

Article	State Proposal	Union Proposal	Comments
25 – Wages (continued)	<p>Section 4 – 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.</p> <p>Section 5 – Discretionary Raises In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.</p>		
26 – Printing of the Agreement	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
27 – Vacant	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
28 – Management Rights	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
29 – Entire Agreement	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
30 – Savings Clause	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.

Federation of Physicians and Dentists
Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System
Current One -Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 26, 2015
Fiscal Year 2015 – 2016 Successor Agreement Negotiations – All Articles Open for Negotiation
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Articles at Impasse: 7, 12, 23, 25, Union proposed new article – Retirement Benefits

Article	State Proposal	Union Proposal	Comments
31 – Duration	<u>State Proposal December 15, 2014:</u> Proposes 1-year agreement to expire on June 30, 2016.	<u>Union Proposal December 15, 2014:</u> Multi-year agreement with re-openers each year.	
New Article – Retirement Benefits		<u>Union Proposal December 15, 2014:</u> Any statutory changes to retirement benefits shall not apply to unit unless agreed upon.	

SEAG - SES
Attorneys Unit

Article 7
EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

SECTION 1 - Standards of Conduct and Performance

(A) The Selected Exempt Service is designed to provide the delivery of high quality performance in selected classifications by facilitating the state's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs. Moreover, the state recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(B) Each employee shall be provided a copy of his current position description.

(C) The performance of employees shall be evaluated in accordance with Chapter 60L-35, Florida Administrative Code.

(D) Each employee shall serve at the pleasure of the Agency Head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the sole discretion and upon prior review and consideration of the Agency Head or designee. No such personnel action shall be grievable under the grievance article of this Agreement. Upon written request of the Union, agencies will, in accordance with Chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.

SECTION 2 - Employee Certifications

Employees shall ensure that all licensures or certifications required by their profession shall remain in good standing. The reimbursement of required Florida Bar dues, licensures and/or certifications will be in accordance with the General Appropriations Act.

SECTION 3 - Confidentiality Requirements

Employees shall comply with all confidentiality requirements imposed by agency policy, federal or state law, federal regulation or administrative rule, including rules or codes of conduct governing attorney conduct as promulgated by the Supreme Court of the State of Florida, or the Florida Bar or other professional certification or regulatory body that governs the ability of an employee to practice his particular profession.

For the State

For the SEAG

Michael Mattimore
State's Chief Labor Negotiator

Mark Neimeiser
Interim Executive Director

Date

Date

SECTION 4 – Employee Representation Right

An employee may request a union representative be present to advise and/or assist the employee during any investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. Upon the request of the employee, the purpose of the investigation will be explained.

SECTION 5 – State Denial of Representation

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director

Date

Article 12
PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee which shall be maintained by the employing agency. Information in an employee's official personnel file may be maintained in electronic as well as paper form, and a duplicate personnel file may be established and maintained on an employee within an agency. An employee will have the right to review his official personnel file, and any duplicate personnel file, at reasonable times under the supervision of the designated records custodian.

(B) If a derogatory material document is placed in an employee's official personnel file, a copy will be sent to the employee. The employee may provide a written response which will also be placed in the file.

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

(D) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document in the personnel file is invalid, the document shall be placed in an envelope, together with an explanation, the outside of the envelope and all pages of the document marked "VOID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GSI-SL for State and Local Government Records, as promulgated by the Department of State. In the case of electronic records, a Personnel Action Request (PAR) that has been determined to be void shall have a note added to the PAR form indicating that the action is "VOID".

(E) Information in an employee's official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director

Date

Article 18
WAGES

SECTION 1 – Pay Provisions – General

Agencies' authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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 3 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2015-16 General Appropriations Act, and from existing agency resources, 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 4 – 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 5 – Discretionary Raises

In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director

Date

Article 19
INSURANCE BENEFITS

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. Selected Exempt Service employees shall pay the same health insurance premiums as Career Service employees.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

Mark Neimeiser
Interim Executive Director

Date

COLLECTIVE BARGAINING PROPOSALS – SES Physicians, Attorneys, Non-Professional Supervisors

Over the past number of years there has been an erosion of benefits (3% salary tax to defray certain costs, new health insurance premiums and access to other benefits). All the while, without the right to be able to confront discipline, discharge or other job loss without an explanation leads us to believe that SES workers may be subjected to violations of Law and /or subject to someone's whim. Neither of which is in the public interest.

Each Unit employee shall serve at the pleasure of the agency and is subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action at the discretion of the agency head for a period of not less than six months from the date of hire. Employees retained thereafter shall be subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action only for just cause. No final action will be taken prior to review by the agency head, or designee. Upon written request and receipt of payment the State shall provide the Union with copies of any public records related to the adverse personnel action. All requests and all documents shall be in accordance with Chapter 119, Florida Statutes.

Retirement benefits are a form of deferred compensation. The past several years, despite by most accounts FRS is one of the best funded Pension systems in the country, SES Represented employees have seen this benefit eroded and or taxed(3% pay reduction). During the past three Contract periods employees have been made aware of pronouncements by the Governor and Legislators to change the FRS benefits and or system. Employees need to be able to plan their future and a stable retirement is necessary for retention.

SES Physicians, Attorneys and Supervisors Bargaining Units

Retirement Benefits

Retirement benefits shall be provided in accordance with Chapter 121, Florida Statutes (2013). Any changes in this statute affecting these benefits shall not apply to this bargaining unit unless agreed to by the parties or as a result of negotiations pursuant to Article 24(D) [or equivalent provision providing reopeners during a multi-year agreement].

COLLECTIVE BARGAINING PROPOSALS – SES Physicians, Attorneys, Non-Professional Supervisors

SES Physicians, Attorneys and Non-Professional Supervisors have gone without a general wage increase for almost eight years. Further, SES employees work in jobs that have higher education, licensure, or experience requirements.

General Wage Increase for FY 2015-16 ... Effective August 1, 2015 each fulltime eligible unit employee shall receive a minimum annual General Wage Increase for Fiscal Year 2015-16 of no less than \$ 2,500.

Special Pay Issues ... Each Agency shall provide a \$ 600 lump sum bonus award to full time Unit employees, in order recruit, retain and reward employees having served at least three years in their current Unit classification as of November 1, 2015. Such bonus award will be paid no later than March 1, 2016.

Performance Pay... Each agency is authorized to grant 2% merit pay increases based on the employee's outstanding performance as evidenced by a performance evaluation conducted by the employee's anniversary date.

The State Group Health Self-Insurance Plan, has in regard to its benefits and costs, has changed without any discussion or negotiation. The Union will no longer agree to a de facto waiver of its rights to negotiate on the benefits and costs.

COLLECTIVE BARGAINING PROPOSALS – SES Physicians, Attorneys, Non-Professional Supervisors

Represented SES Employees enrolled in the State Group health Self-Insurance shall maintain current benefit levels and premium costs. Plan design, deductibles and other issues shall only be subject to change during the yearly enrollment period occurring October of 2015.

**- Selected Exempt Service - State Employees Attorneys Guild -CBU 81
Fiscal Year 2015-2016**

Union/Issue	Estimated Cost	Comments
A provision is inserted providing that effective August 1, 2015 each fulltime eligible unit employee shall receive a minimum annual General Wage Increase for Fiscal Year 2015-16 of no less than \$ 2,500.	\$1.9M	A \$2,500 increase for all filled positions in CBU 81 (721) calculated using LAS/PBS Dec 2014 information (including Retirement and FICA).
A provision is inserted that each Agency shall provide a \$600 lump sum bonus award to full time Unit employees, in order to recruit, retain and reward employees having served at least three years in their current Unit classification as of November 1, 2015. Bonus award will be paid no later than March 1, 2016.	\$290,121	A \$600 lump sum bonus was calculated for filled positions in CBU 81. People first was the source used for the calculation, excluding employees with less than 3 yrs of service. Costing prepared by OPB (420 filled positions).
A provision is inserted that authorizes each agency to grant a 2 percent merit pay increase to employees that have outstanding performance based upon their performance evaluation.	\$1M	A 2% salary increase was calculated for filled positions in CBU 81. LAS/PBS was the source used for the calculation. Costing prepared by OPB, assuming all members have outstanding performance.
Represented SES Employees enrolled in the State Group health Self-Insurance shall maintain current benefit levels and premium costs. Plan design, deductibles and other issues shall only be subject to change during the yearly enrollment period occurring October of 2015.	\$530,668	The Governor's recommended budget for FY 2015-16 eliminates "pay-alls" for SES classes. Calculation prepared by OPB using default average cost for health insurance (\$1,265) multiplied by filled positions in People First (420).

**Federation of Physicians and Dentists / State Employees Attorneys Guild
 Selected Exempt Service (SES) Attorneys Unit – State Personnel System
 Current One -Year Agreement Expires June 30, 2015
 Status of Collective Bargaining as of January 26, 2015
 Fiscal Year 2015 - 2016 Successor Agreement Negotiations – All Articles Open for Negotiation**

Shaded = Closed

Articles at Impasse: 7, 12, 18, 19, Union proposed new article – Retirement Benefits

Article	State Proposals	Union Proposals	Comments
1 – Recognition	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
2 – Gender Reference	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
3 – Vacant	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
4 – No Discrimination	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
5 – Employee Rights, Management, and Union Communications	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
6 – Grievance Procedure	<u>State Proposal January 20, 2015:</u> Section 4(C)(6)(d) – At least fifteen days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts or matters relevant to the grievance about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to		Agreed to and signed state’s proposal on 01/20/15.

Federation of Physicians and Dentists / State Employees Attorneys Guild
Selected Exempt Service (SES) Attorneys Unit – State Personnel System
Current One -Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 26, 2015
Fiscal Year 2015 - 2016 Successor Agreement Negotiations – All Articles Open for Negotiation
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Article	State Proposals	Union Proposals	Comments
6 – Grievance Procedure (continued)	respond to the late filed witness information.		
7 – Employee Standards of Conduct and Performance	<u>State Proposal 1/26/15:</u> Status quo	<u>Union Proposal December 15, 2014:</u> Each Unit employee shall serve at the pleasure of the agency and is subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action at the discretion of the agency head for a period of not less than six months from the date of hire. Employees retained thereafter shall be subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action only for just cause. No final action will be taken prior to review by the agency head, or designee. Upon written request and receipt of payment the State shall provide the Union with copies of any public records related to the adverse personnel action. All requests and all documents shall be in accordance with Chapter 119, Florida Statutes.	
8 – Workforce Reduction	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state's proposal on 01/20/15.

Federation of Physicians and Dentists / State Employees Attorneys Guild
Selected Exempt Service (SES) Attorneys Unit – State Personnel System
Current One -Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 26, 2015
Fiscal Year 2015 - 2016 Successor Agreement Negotiations – All Articles Open for Negotiation
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Article	State Proposals	Union Proposals	Comments
9 – Employment Opportunities	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
10 – Classification and Pay Plan	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
11 – Classification Review and Professional Practice Scope	<u>State Proposal December 15, 2014:</u> (A) Provides specific broadband terminology for classification reviews.		Agreed to and signed state’s proposal on 12/15/14.
12 – Personnel Records	<u>State Proposal December 15, 2014:</u> (A) Information in an employee’s official personnel file may be maintained in electronic as well as paper form. (B) Terminology changed from derogatory “material” to “document.” (E) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document in the personnel file is invalid, the document shall be placed in an envelope, together with an explanation, the outside of the envelope and all pages of the document marked “VOID”, and retained in the employee’s personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local		

**Federation of Physicians and Dentists / State Employees Attorneys Guild
 Selected Exempt Service (SES) Attorneys Unit – State Personnel System
 Current One -Year Agreement Expires June 30, 2015
 Status of Collective Bargaining as of January 26, 2015
 Fiscal Year 2015 - 2016 Successor Agreement Negotiations – All Articles Open for Negotiation**

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Articles at Impasse: 7, 12, 18, 19, Union proposed new article – Retirement Benefits

Article	State Proposals	Union Proposals	Comments
12 – Personnel Records (continued)	<p>Government Records, as promulgated by the Department of State. In the case of electronic records, a Personnel Action Request (PAR) that has been determined to be void shall have a note added to the PAR form indicating that the action is “VOID”.</p> <p>(E) Information in an employee’s official personnel file is public record pursuant to Chapter 119, Florida Statutes, unless specifically exempted by state or federal law (such as protected health information and social security numbers), and as such, must be provided to anyone desiring inspection or requesting copies in accordance with the provisions of the Public Records Law.</p>		
13 – Safety	<p><u>State Proposal December 15, 2014:</u> Status quo</p>		Agreed to and signed state’s proposal on 01/20/15.
14 – Replacement of Personal Property	<p><u>State Proposal December 15, 2014:</u> Status quo</p>		Agreed to and signed state’s proposal on 01/20/15.
15 – Vacant	<p><u>State Proposal December 15, 2014:</u> Status quo</p>		Agreed to and signed state’s proposal on 01/20/15.
16 – Hours of Work and Employee Leave	<p><u>State Proposal December 15, 2014:</u> Status quo</p>		Agreed to and signed state’s proposal on 01/20/15.
17 – Training and Education	<p><u>State Proposal December 15, 2014:</u> Status quo</p>		Agreed to and signed state’s proposal on 01/20/15.

**Federation of Physicians and Dentists / State Employees Attorneys Guild
 Selected Exempt Service (SES) Attorneys Unit – State Personnel System
 Current One -Year Agreement Expires June 30, 2015
 Status of Collective Bargaining as of January 26, 2015
 Fiscal Year 2015 - 2016 Successor Agreement Negotiations – All Articles Open for Negotiation
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 Articles at Impasse: 7, 12, 18, 19, Union proposed new article – Retirement Benefits**

Article	State Proposals	Union Proposals	Comments
18 – Wages	<p data-bbox="457 444 1016 732"><u>State Proposal of 1/26/15:</u> Section 1 – General Pay Provisions Agencies’ authority to provide increases to employees’ base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the Fiscal Year 2015-2016 General Appropriations Act.</p> <p data-bbox="457 773 995 1276">Section 2 – Deployment to a Facility or Area Closed due to Emergency In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.</p> <p data-bbox="457 1317 995 1414">Section 3 – Performance Pay In accordance with the authority provided in the Fiscal Year 2015-2016 General</p>	<p data-bbox="1045 444 1524 656"><u>Union Proposal December 15, 2014:</u> General Wage Increase for FY 2015-2016: Effective August 1, 2015, each full time eligible unit employee shall receive a minimum annual general wage increase of no less than \$2,500.</p> <p data-bbox="1045 699 1541 1016">Special Pay Issues: Each agency shall provide a \$600 lump sum bonus award to full time unit employees, in order to recruit, retain, and reward employees having served at least three years in their current unit classification as of November 1, 2015. Such bonus award will be paid no later than March 1, 2016.</p> <p data-bbox="1045 1317 1541 1414">Performance Pay: Each agency is authorized to grant 2% merit increases based on the employee’s outstanding</p>	<p data-bbox="1570 480 1898 513">Costing Estimate: \$473K</p> <p data-bbox="1570 699 1913 732">Costing Estimate: \$66,532</p> <p data-bbox="1570 1317 1927 1349">Costing Estimate: \$545,101</p>

Federation of Physicians and Dentists / State Employees Attorneys Guild
Selected Exempt Service (SES) Attorneys Unit – State Personnel System
Current One -Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 26, 2015
Fiscal Year 2015 - 2016 Successor Agreement Negotiations – All Articles Open for Negotiation
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Articles at Impasse: 7, 12, 18, 19, Union proposed new article – Retirement Benefits

Article	State Proposals	Union Proposals	Comments
18 – Wages (continued)	<p>Appropriations Act, and from existing agency resources, 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.</p> <p>Section 4 – 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.</p> <p>Section 5 – Discretionary Raises In accordance with the authority provided in the Fiscal Year 2015-2016 General Appropriations Act, 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.</p>	<p>performance as evidenced by a performance evaluation conducted by the employee’s anniversary date.</p>	

**Federation of Physicians and Dentists / State Employees Attorneys Guild
Selected Exempt Service (SES) Attorneys Unit – State Personnel System
Current One -Year Agreement Expires June 30, 2015
Status of Collective Bargaining as of January 26, 2015
Fiscal Year 2015 - 2016 Successor Agreement Negotiations – All Articles Open for Negotiation**

Shaded = Closed

Articles at Impasse: 7, 12, 18, 19, Union proposed new article – Retirement Benefits

Article	State Proposals	Union Proposals	Comments
19 – Insurance Benefits	<u>State Proposal 1/20/15:</u> SES employees shall pay the same health insurance premiums as Career Service employees.	<u>Union Proposal December 15, 2014:</u> Represented SES employees enrolled in the State Group Health Insurance shall maintain current benefit levels and premium costs. Plan design, deductibles, and other issues shall only be subject to change during the yearly enrollment period occurring October of 2015.	Costing Estimate:\$530,668
20 – Per Diem and Travel Expenses	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
21 – Employment Outside of State Government	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
22 – Vacant	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
23 – Management Rights	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
24 – Entire Agreement	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
25 – Savings Clause	<u>State Proposal December 15, 2014:</u> Status quo		Agreed to and signed state’s proposal on 01/20/15.
26 – Duration	<u>State Proposal December 15, 2014:</u> Proposes 1-year agreement to expire on June 30, 2016.	<u>Union Proposal December 15, 2014:</u> Multi-year agreement with re-openers each year.	

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Articles at Impasse: 7, 12, 18, 19, Union proposed new article – Retirement Benefits

Article	State Proposals	Union Proposals	Comments
New Article – Retirement Benefits		<u>Union Proposal December 15, 2014:</u> Any statutory changes to retirement benefits shall not apply to unit unless agreed upon.	