

**COMMITTEE MEETING EXPANDED AGENDA**

**JOINT SELECT COMMITTEE ON COLLECTIVE  
BARGAINING**

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

**MEETING DATE:** Monday, February 17, 2014  
**TIME:** 10:30 a.m.—12:00 noon  
**PLACE:** *Pat Thomas Committee Room, 412 Knott Building*

**SENATE MEMBERS:** Senator Hays, Co-Chair; Senators Benacquisto, Grimsley, Ring, and Soto  
**HOUSE MEMBERS:** Representative Van Zant, Co-Chair; Representatives Clelland, Gaetz, Taylor, and Wood

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TAB	BILL NO. and INTRODUCER	BILL DESCRIPTION and SENATE COMMITTEE ACTIONS	COMMITTEE ACTION
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To conduct a public hearing at which affected parties shall be required to explain their positions with respect to issues at impasse, as provided in section 447.403, Florida Statutes, and matters pertaining thereto.

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Other Related Meeting Documents

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Committee:

# **JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

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

## **Meeting Packet**

Monday, February 17, 2014

10:30 a.m. — 12:00 noon

Pat Thomas Committee Room, 412 Knott Building



FLORIDA DEPARTMENT OF

# management SERVICES

We serve those who serve Florida

Office of the General Counsel  
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Tallahassee, Florida 32399-0950  
Tel: 850.487.1002 | Fax: 850.922.6312

Rick Scott, Governor

Craig J. Nichols, Agency Secretary

February 7, 2014

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

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

Re: Notification of Collective Bargaining Impasse

Dear President Gaetz and Speaker Weatherford:

As indicated in our letter dated February 4, 2014, an impasse has occurred in the collective bargaining negotiations between the Governor and the six 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 the attached list of collective bargaining contract articles on which the parties have not reached agreement as of the date of this letter for resolution. Negotiations continue and we will inform you of any agreements that occur 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  
Craig Nichols, Agency Secretary, Department of Management Services  
Josefina Tamayo, 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 Unit Representatives

**Florida State Fire Service Association – Fire Service Unit  
Negotiations for 2014-15 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 2014-15 successor collective bargaining agreement:

- Article 5 – Representation Rights
- Article 6 – Grievance Procedure
- Article 7 – Disciplinary Action
- Article 8 – Workforce Reductions
- Article 9 – Voluntary Reassignment, Transfer, Change in Duty Station and Promotions
- Article 13 – Health and Welfare
- Article 16 – Retirement (proposed by the state as vacant article)
- Article 18 – Leaves of Absence
- Article 24 – On-Call Assignment, Call-Back and Residency
- Article 25 – Wages
- Article 26 – Vacant (proposed as Firefighter Safety by both parties)

With respect to the following articles, the state proposes the parties maintain the status quo, or the substance of the proposal with only grammatical changes. No proposed changes have been submitted by the union.

- Article 1 – Recognition
- Article 2 – Gender Reference
- Article 3 – Vacant
- Article 4 – No Discrimination
- Article 10 – Occupation Profiles/Rules
- Article 11 – Classification Review
- Article 12 – Personnel Records
- Article 14 – State Vehicles and Vessels
- Article 15 – Probationary Status
- Article 17 – Allowances and Reimbursements
- Article 19 – Outside Employment
- Article 20 – Training and Education
- Article 21 – Committees
- Article 22 – Personal Property – Replacement and/or Reimbursement
- Article 23 – Hours of Work and Overtime
- Article 27 – Uniforms
- Article 28 – Vacant
- Article 29 – Vacant
- Article 30 – Vacant
- Article 31 – Management Rights
- Article 32 – Entire Agreement
- Article 33 – Savings Clause

Date: February 7, 2014

**American Federation of State, County and Municipal Employees – Human Services,  
Professional, Operational Services, and Administrative and Clerical Units  
Negotiations for 2014-15 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 2014-15 successor collective bargaining agreement:

- Article 6 – Grievance Procedure
- Article 7 – Discipline
- Article 25 – Wages
- Article 27 – Health Insurance

Date: February 7, 2014

**Police Benevolent Association – Special Agent Unit  
Negotiations for 2014-15 Successor Agreement**

The State of Florida and the Police Benevolent Association have not reached agreement on the following articles in their negotiations for a 2014-15 successor collective bargaining agreement:

- Article 5 – Employee Representation and Association Activities
- Article 6 – Grievance Procedure
- Article 7 – Internal Investigations and Disciplinary Action
- Article 8 – Workforce Reduction
- Article 9 – Reassignment, Transfer, Change in Duty Station, Promotion (proposed title change to Lateral Action, Transfer, Change in Duty Station)
- Article 14 – Performance Review
- Article 23 – Workday, Workweek and Overtime
- Article 25 – Wages
- Article 27 – Insurance Benefits

Date: February 7, 2014

**Police Benevolent Association – Law Enforcement Unit  
Negotiations for 2014-15 Successor Agreement**

The State of Florida and the Police Benevolent Association have not reached agreement on the following articles in their negotiations for a 2014-15 successor collective bargaining agreement:

- Article 5 – Employee Representation and PBA Activities
- Article 6 – Grievance Procedure
- Article 8 – Workforce Reduction
- Article 9 – Reassignment, Transfer, Change in Duty Station and Promotion
- Article 10 – Disciplinary Action
- Article 12 – Personnel Records
- Article 14 – Performance Review
- Article 18 – Hours of Work, Leave and Job-Connected Disability
- Article 25 – Wages
- Article 27 – Insurance Benefits

Date: February 7, 2014

**Police Benevolent Association – Florida Highway Patrol Unit  
Negotiations for 2014-15 Successor Agreement**

The State of Florida and the Police Benevolent Association have not reached agreement on the following articles in their negotiations for a 2014-15 successor collective bargaining agreement:

- Article 5 – Employee Representation and PBA Activities
- Article 6 – Grievance Procedure
- Article 8 – Workforce Reduction
- Article 9 – Reassignment, Transfer, Change in Duty Station and Promotion
- Article 10 – Disciplinary Action
- Article 12 – Personnel Records
- Article 14 – Performance Review
- Article 18 – Hours of Work, Leave, and Job-Connected Disability
- Article 25 – Wages
- Article 27 – Insurance Benefits

Date: February 7, 2014



**Teamsters Local Union No. 2011 – Security Services Unit  
Negotiations for 2014-15 First Year Reopener Agreement  
Current Two-Year Agreement Expires June 30, 2015  
Each Party May Open Three Articles**

The State of Florida and the Teamsters Local Union No. 2011 have not reached agreement on the following articles in their 2014-15 reopener negotiations:

- Article 5 – Union Activities and Employee Representation
- Article 6 – Grievance Procedure
- Article 7 – Discipline and Discharge
- Article 13 – Safety
- Article 23 – Hours of Work/Overtime
- Article 25 – Wages

Date: February 7, 2014

**Florida Nurses Association – Professional Health Care Unit  
Negotiations for 2014-15 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 2014-15 successor collective bargaining agreement:

- Article 3 – Vacant (proposed by the union as Dues Checkoff article)
- Article 5 – Employee Representation and Association Activities
- Article 6 – Grievance Procedure
- Article 7 – Disciplinary Action
- Article 8 – Work Force Reduction
- Article 9 – Reassignment, Transfer, Change in Duty Station
- Article 10 – Promotions
- Article 23 – Hours of Work/Compensatory Time
- Article 24 – On-Call Assignment
- Article 25 – Wages
- Article 26 – Differential Pay
- Article 27 – Insurance Benefits
- Article 31 – Vacant (proposed by the union as Prevailing Rights article)
- Article 33 – Entire Agreement

Date: February 7, 2014

**Federation of Physicians and Dentists – Selected Exempt Service Physicians Unit  
Negotiations for 2014-15 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 2014-15 successor collective bargaining agreement:

Article 7 – Employee Standards of Conduct and Performance

Article 18 – Wages

Article 19 – Insurance Benefits

Union Proposed New Article – Retirement Benefits

Union Proposed New Article – Reimbursement of Costs for Required Licenses and Certification

Date: February 7, 2014

**Federation of Physicians and Dentists – Selected Exempt Service Supervisory  
Non-Professional Unit  
Negotiations for 2014-15 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 2014-15 successor collective bargaining agreement:

- Article 7 – Employee Standards of Conduct
- Article 23 – Insurance Benefits
- Article 25 – Wages
- Union Proposed New Article – Retirement Benefits

Date: February 7, 2014

**State Employees Attorneys Guild – Selected Exempt Service Attorneys Unit  
Negotiations for 2014-15 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 2014-15 successor collective bargaining agreement:

Article 7 – Employee Standards of Conduct and Performance

Article 18 – Wages

Article 19 – Insurance Benefits

Union Proposed New Article – Retirement Benefits

Union Proposed New Article – Reimbursement of Costs for Required Licenses and Certification

Date: February 7, 2014

## **OVERVIEW OF COLLECTIVE BARGAINING UNITS**

**(Statistics for Composition of Units and Dues-Paying Membership as of January 2014)**

### **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 Parole Commission, 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 approximately 48,000 employees; dues-paying members: 1,563)

### **Federation of Physicians and Dentists – SES Physicians Unit**

Includes approximately 170 physicians and senior physicians in the Selected Exempt Service. (Dues-paying members – 26) 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 approximately 1,400 non-professional supervisory employees in the Selected Exempt Service. (Dues-paying members – 37) All state agencies except the Parole Commission employ members of this unit.

### **State Employees Attorneys Guild – SES Attorneys Unit**

Includes approximately 700 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. (Dues-paying members – 7) 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 approximately 3,100 professional Career Service employees engaged in direct health care activities. (Dues-paying members – 323) 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 approximately 575 Career Service uniformed firefighters and supervisors whose primary duties include fire prevention, fire suppression, and fire training and instruction. (Dues-paying members – 241) The Agency for Health Care Administration and the Departments of Agriculture, Children and Families, Financial Services, and Military Affairs employ members of this unit.

### **Police Benevolent Association – Law Enforcement Unit**

Includes approximately 1,100 Career Service sworn law enforcement officers and supervisors of law enforcement officers, except those members of the Department of Highway Safety and Motor Vehicles. (Dues-paying members – 334) The Departments of Agriculture, Business and Professional Regulation, Financial Services, Law Enforcement, 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 approximately 1,600 Career Service sworn law enforcement officers of the Department of Highway Safety and Motor Vehicles. (Dues-paying members – 641)

### **Teamsters Local Union No. 2011 – Security Services Unit**

Includes approximately 17,400 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. The Department of Corrections, the Department of Children and Families, and the Agency for Persons with Disabilities employ members of this bargaining unit. (Dues-paying members – 3,906)

### **Police Benevolent Association – Special Agent Unit**

Includes approximately 250 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. (Dues-paying members – 151)



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FLORIDA STATE FIRE SERVICE  
ASSOCIATION

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## **State Proposals – Status Quo**

Signed by the state's Chief Labor Negotiator and transmitted to the Union.

No response or counter proposal from the Union.

**Article 1  
RECOGNITION**

**SECTION 1 – Recognition**

The State hereby recognizes the FSFSA, as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the ~~Florida State Fire Service Association~~ Bargaining Unit.

The Bargaining Unit for which this recognition is accorded is as defined in Certification number 1360 issued by the Florida Public Employees Relations Commission and as subsequently amended by the Commission.

This Agreement includes all full-time and part-time Career Service employees in the classifications and positions listed in Appendix A of this Agreement.

For the State



Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014

Date

For the FSFSA

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Tommy Price  
President and Chief Negotiator


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Date

**Article 2**  
**GENDER REFERENCE**

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

**For the State**

  
\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 3**  
**VACANT**

**For the State**



Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 4**  
**NO DISCRIMINATION**

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

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

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

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

**SECTION 2 – Non-Discrimination Policy – ~~Association~~ FSFSA Membership**

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

For the State



Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

For the FSFSA

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 10  
OCCUPATION PROFILES/RULES**

**SECTION 1 – Occupation Profiles/Rules Maintained**

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

(B) In instances where the state determines that a revision to an Occupation Profile for positions covered by this Agreement is needed, the Department of Management Services shall notify the FSFSA in writing of the proposed changes, and provide the bargaining rights allowed by law over the proposed change.

**SECTION 2 – Documentation**

The state will make a good faith effort to provide the FSFSA with the following:

(A) Thirty ~~(30)~~ days prior to agencies implementing policies and procedures which affect employees' wages, hours, or terms and conditions of employment, and are not expressly addressed by this Agreement, the FSFSA will be sent a copy of the proposed changes, and provided the bargaining rights allowed by law over the proposed change.

(B) Upon request by the FSFSA to an agency, the state shall provide a current copy of the agency's rules, regulations and policies which affect employees' wages, hours, and terms and conditions of employment covered by this Agreement, and which are not included in the Rules of the State Personnel System.

(C) Agency rules, regulations or policies which affect the employees' wages, hours, and terms and conditions of employment shall be made available to all employees.

For the State

  
Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

For the FSFSA

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 11**  
**CLASSIFICATION REVIEW**

**SECTION 1 – Additional Duties**

(A) When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official 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. If the decision is to reclassify the position and the employee is to receive a promotional pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review.

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

**SECTION 2 – Work Load Quotas**

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

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

For the State

  
\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
\_\_\_\_\_  
Date

For the FSFSA

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date



**Article 14**  
**STATE VEHICLES AND VESSELS**

**SECTION 1 – Vehicle and Vessel Safety**

State vehicles and vessels used by employees, whether or not issued to the employee, shall be maintained in safe operating condition.

**SECTION 2 – Firefighting Equipment**

Existing open-cab Dozer/Plow units will be replaced with closed-cab, climate controlled units as funding is made available and as determined by Florida Fire Service management.

**For the State**



Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 15**  
**PROBATIONARY STATUS**

An employee who has attained permanent status in a bargaining unit position within a broadband level who fails after a promotion to a higher broadband level, due to the performance of the new duties, to satisfactorily complete the promotional probationary period shall have the opportunity to be demoted. The demotion will be to a vacant unit position in the agency at the former broadband level.

(A) Such a demotion shall be with permanent status in the position, provided the employee held permanent status in a position in the lower broadband level.

(B) The employee's salary will be reduced in accordance with the agency's pay upon demotion policy. In no case will the employee's salary be reduced by an amount greater than the promotional increase.

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

**For the State**

  
\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 17**  
**ALLOWANCES AND REIMBURSEMENTS**

**SECTION 1 – Travel Expenses**

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

**SECTION 2 – Competitive Area Differential**

The Department of Management Services shall review Competitive Area Differential salary additive requests by agencies and determine appropriate differentials in accordance with Rule 60L-32, Florida Administrative Code.

**SECTION 3 – Fee Reimbursements**


(A) Agencies will reimburse a permanent employee for filing and examination fees associated with renewing the appropriate commercial driver's license and endorsement(s) if the employee is : (1) in a classification that requires the operation of equipment which requires either a Class A, Class B or Class C commercial driver's license and any endorsement(s); or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A, Class B or Class C commercial driver's license and any endorsement(s); provided the employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

(B) Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by the Department of Highway Safety and Motor Vehicles.

(C) The state will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.

(D) Reimbursement for commercial driver's license renewal fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the employer) which exceeds the cost of the regular noncommercial Class E driver's license, provided the employee applies for the required license and any required endorsement(s)

For the State

  
Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

For the FSFSA

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

**For the State**



Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 19**  
**OUTSIDE EMPLOYMENT**

(A) If during the term of this Agreement, an employee is to accept new employment outside of State government, the employee shall notify the agency head, or designee, of such employment, prior to the date of employment, and who shall verify that there does not exist a conflict with the State's employment policies or procedures.

(B) During the course of the employee's outside employment, an agency may make reasonable inquires of the employee to ensure that continued outside employment does not constitute a conflict of interest; or interfere with the employee's primary duties with the State.

**For the State**

  
Micaael Mattimore  
State's Chief Labor Negotiator

1/20/2014

Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 20**  
**TRAINING AND EDUCATION**

The state and the FSFSA recognize the importance of training programs in the development of employees.

**SECTION 1 – Employee Education**

(A) At the discretion of the Agency Head or designee, the state may allow employees to attend short courses, institutes, and workshops which will improve their performance in their current position, without a loss of pay and benefits.

(B) Such training/education shall be considered as time worked, and may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his Agency Head; and such training/education does not interfere with agency services.

(C) Subsections (A) and (B) above do not preclude the state from assigning employees to attend training courses. Such required training shall be consistent with the employee's position description.

**SECTION 2 – Employee Training**

(A) The state will not unreasonably deny applications for training.

(B) The state will make a good faith effort to give priority to employees for available training courses that are mandatory for their respective positions.

**SECTION 3 – Educational Assistance Plan**

The state shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law.

**For the State**



Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014

Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 21  
COMMITTEES**


**SECTION 1 – Safety Committee**

The parties agree that each agency shall have at least one Safety Committee. The FSFSA may select one person to serve on each committee directly addressing fire services operations and other matters of safety related to employees. Employees assigned to serve on these Safety Committees shall be permitted to attend meetings while on-duty with no loss of pay or benefits. At the discretion of the agency, travel costs may be reimbursed. Any recommendations of the Committee shall be submitted in writing to the appropriate management representative who shall promptly respond with respect to each recommendation.

**SECTION 2 – Other Committees**

The parties agree that where the state or an agency has a committee created by agency policy to directly address fire service operations and other matters of safety related to employees, the FSFSA may select one employee to serve on any such committee. Employees assigned to serve shall be permitted to attend meetings while on-duty with no loss of pay or benefits. If travel costs are incurred by the FSFSA selected member, the agency may reimburse the costs at its discretion.

For the State

  
Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

For the FSFSA

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 22**

**PERSONAL PROPERTY – REPLACEMENT AND/OR REIMBURSEMENT**


(A) An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription glasses, or other such items of personal property as have been given prior approval by the Agency Head or his/her designee as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein.

(B) A written report must be filed detailing the circumstances under which such property was damaged or destroyed. Reimbursement will not be provided for ~~The damage cannot be~~ that is the result of the negligence of the employee. Upon verification by the agency of the circumstances under which the damage or destruction occurred, and upon proper documentation by the employee of the amount expended, the ~~S~~state shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

1. Watch - \$75
2. Prescription glasses - \$200 – including any examination
3. Other items – The Agency Head or ~~his/her~~ designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.
4. Total allowable per incident - \$500

(C) Such reimbursements require the approval of the Agency Head or ~~his/her~~ designee. Approval shall not be unreasonably withheld.

For the State

  
Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

For the FSFSA

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date



**Article 27**  
**UNIFORMS**

**SECTION 1 – Uniform Allowance**

~~FSFSA~~ Employees who are currently required to wear uniforms in the Florida Forest Service and at the Florida State Hospital shall have a uniform purchase and boot allowance pursuant to the agency's uniform policy.

**SECTION 2 – Accessories**

- (A) Where hand-held radios are provided, they will be suitable for firefighting use.
- (B) Where it is current practice, shield or star style badges shall be provided to employees. Collar brass will continue to be standard issue per agency policy.
- (C) Name tags shall continue to be standard issue per agency policy.
- (D) Employees will be permitted to wear EMT, award recognition and union pins. The union pin shall be no larger than one (1) inch in diameter.

**SECTION 3 – Non-Uniformed Employees**

Non-uniformed employees in the Department of Financial Services, Division of State Fire Marshal, shall receive a clothing allowance in the amount of \$250.00 annually.

**For the State**

  
Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 28**  
**VACANT**

**For the State**



Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 29**  
**VACANT**

**For the State**

  
Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 30**  
**VACANT**

**For the State**

*Michael Mattimore*  
Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

**For the FSFSA**


\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 31**  
**MANAGEMENT RIGHTS**

The FSFSA agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this ~~Contract~~ Agreement; provided, however, that the exercise of such rights shall not preclude an employee or employee representative from raising a grievance on any such decision which violates the terms and conditions of this ~~Contract~~ Agreement.

Approved for the State

  
Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

Approved for the FSFSA

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 32**  
**ENTIRE AGREEMENT**

**SECTION 1 – Agreement**

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

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

(C) ~~Except as to the above subjects,~~ The state and the FSFSA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**SECTION 2 – Memorandum of Understanding/Settlements**

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the FSFSA is specifically authorized by employees to enter into the settlement of grievance disputes or memorandums of understanding which clarify or amend this Agreement, without having to be ratified by employees. Such settlements and memorandums of understanding, if any, shall be attached as Appendix D.

For the State



Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

For the FSFSA

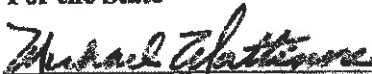
\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 33**  
**SAVINGS CLAUSE**

If any provision of this Agreement is rendered or declared invalid, unlawful, or not enforceable by reason of any court action or existing or subsequently enacted legislation or federal regulation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced; but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

**For the State**



Michael Mattimore  
State's Chief Labor Negotiator

1/20/2014  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

## State Proposals – Proposed Changes



**Article 5**  
**REPRESENTATION RIGHTS AND FSFSA ACTIVITIES**

**SECTION 1 – Definitions**

(A) The term “employee” as used in this Agreement, shall mean an employee included in the bargaining unit or represented by the Florida State Fire Service Association (FSFSA).

(B) The term “Grievance Representative”, as used in this Agreement, shall mean a ~~bargaining unit member~~ an employee officially designated by the President of the FSFSA to investigate grievances. The state recognizes and agrees to ~~deal~~ work with designated ~~grievance representatives of the FSFSA~~ Grievance Representatives on all matters relating to grievances.

**SECTION 2 – Designation of Employee FSFSA Representatives**

(A) The President of the FSFSA shall furnish to the state and keep up-to-date a list of FSFSA Staff Representatives. The state will not recognize any person as a Staff Representative whose name does not appear on the list.

(B) From employees in the bargaining unit, the FSFSA shall select a reasonable number of FSFSA Grievance Representatives. The FSFSA shall furnish the state with the name, official class title, name of employing agency, and specific work location of each employee who has been designated to act as a Grievance Representative. The state shall not recognize an employee as an authorized Grievance Representative until such information has been received from the FSFSA.

(4) Upon request of an aggrieved employee, or upon filing of a grievance by the FSFSA as an employee organization, an FSFSA Grievance Representative may investigate the grievance and may assist in the grievance presentation, provided it is in his/her existing district. State level representatives may operate statewide; region level representatives may operate region wide.

**SECTION 3 – Access**

(A) The state agrees that accredited representatives of the FSFSA shall have access to the premises of the state which are available to the public.

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

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

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Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

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Date

**SECTION 4 – Information**

(A) Upon request of the FSFSA on no more than 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 FSFSA 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 FSFSA agrees, therefore, that these exempt data are provided for the sole and exclusive use of the FSFSA 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 FSFSA 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 4 5 – Distribution of Literature**

FSFSA representatives may, during non-working hours or during any breaks, distribute employee organization literature. The FSFSA agrees that nothing of a libelous, racist, sexist, obscene, or partisan political nature shall be so distributed.

**SECTION 5 6 – Use of State Facilities for Meetings**

The state agrees that recognized representatives of the FSFSA shall have access to the premises of the state which are available to the public for the purpose of conducting meetings, in compliance with Department of Management Services Rule 60H-6.007, F.A.C. If any area of the state's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied.

**SECTION 6 7 – 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 24x36" for FSFSA-purchased bulletin boards of an equal size. Such bulletin boards will be placed at a state facility in an area normally

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

accessible to, and frequented by, covered employees. Once a location has been established, it shall not be moved without notice.

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

- (1) Recreation and social affairs of FSFSA,
- (2) FSFSA meetings,
- (3) FSFSA elections,
- (4) Reports of FSFSA committees,
- (5) FSFSA benefit programs,
- (6) Current FSFSA contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of FSFSA members with

agency approval and such approval shall not be unreasonably denied.

(9) Decisions reached through consultation meetings, as approved by the Department of Management Services.

(10) Notices of wage increases for covered employees.

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

(D) Notices posted must be dated and bear the signature of the FSFSA's authorized representative.

(E) A violation of these provisions by an FSFSA Staff Representative or an authorized representative shall be a basis for removal of bulletin board privileges for that representative by the Department of Management Services for a period not to exceed three (3) months.

### **SECTION 7 8 – Use of State Phones**

When an FSFSA steward or officer is called by a management representative while on duty, the steward or officer may receive the call without charge. An FSFSA steward or officer may place a call to a management representative even though the call may result in a cost to the state.

### **SECTION 8 9 – Consultations**

(A) In order to provide a means for continuing communication between the parties and upon request of the President of the FSFSA, the Secretary of the Department of Management Services and/or designated representative(s), and not more than three (3) representatives of FSFSA, shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a mutually agreeable time and place designated by the Department of Management Services.

**For the State**

**For the FSFSA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Tommy Price  
President and Chief Negotiator

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Date

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Date

(B) Upon request by the designated FSFSA Staff Representative, the Agency Head and/or designee(s) and the FSFSA Staff Representative, with not more than three (3) FSFSA representatives from the agency, shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a mutually agreeable time and place to be designated by the Agency Head or designee.

(C) Upon request by the designated FSFSA Staff Representative, the Step 1 Management Representative and/or designee(s) and the designated FSFSA Staff Representative, with not more than two (2) FSFSA representatives from the agency, shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a mutually agreeable time and place to be designated by the Step 1 Management Representative.

(D) All consultation meetings will be scheduled at a mutually convenient time and place. If a consultation meeting is held or requires reasonable travel time during the regular working hours of any employee participant, such participant shall be excused without loss of pay for that purpose time shall be deemed time worked. Attendance at a consultation meeting outside of a participant's regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any agency activities affecting unit employees. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. Prior to the scheduled meeting date, the parties shall give reasonable notice of topics to be discussed and persons to be in attendance.

(F) An agency is encouraged to consult a representative from the Florida State Fire Marshal, Bureau of Fire Standards and Training, regarding issues of firefighter safety, qualifications, or training if such issues arise as topics of consultation.

(G) 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 ~~10~~– Negotiations**

(A) The FSFSA agrees that all collective bargaining is to be conducted with state representatives designated for that purpose by the Governor, as chief executive officer. Negotiating meetings shall be held in Tallahassee unless the state and the FSFSA 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 FSFSA at any other level of state government.

(B) The FSFSA may designate up to six (6) employees within the unit to attend each single-day session as Negotiation Committee members and such employees will be granted administrative leave with pay to attend negotiating sessions with the state. If travel to and from negotiations unavoidably occurs on the participant's scheduled work days immediately preceding

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FSFSA**

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Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

or following a day of negotiation, employees shall be eligible to receive administrative leave with pay on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. No employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(C) The FSFSA President shall be allowed to take up to 16 hours of administrative leave with pay per fiscal year; the remaining five (~~5~~) members of the Negotiation Committee shall each be allowed to take up to eight (~~8~~) hours of administrative leave with pay per fiscal year not to exceed a total of 40 hours, to participate in FSFSA training and preparation for negotiation meetings provided fire conditions, emergency activities or other priority work projects do not preclude such participation. Use of these hours will require appropriate documentation.

**SECTION 11 – FSFSA Activities**

Employees shall have the right to request annual or compensatory leave or leave without pay for the purpose of attending FSFSA conventions, conferences and meetings. When such requests cannot be granted, the supervisor shall provide an explanation for such denial in writing.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**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).

**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

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

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.

(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 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

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
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President and Chief Negotiator

\_\_\_\_\_  
Date

~~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.~~

~~(I) 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.~~

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date



(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 ~~10~~ 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.

**(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 ~~10~~ 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

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

~~the arbitration a hearing is scheduled. 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 (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 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

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

relevant factors; however, unless mutually agreed otherwise, all hearings shall be held within 50 miles of the grievant(s)' place of work.

~~(d e) 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 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 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 1) 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.

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

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

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) 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) 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.

(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).

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

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**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 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.

(C) An employee who has not attained permanent status in his current position may only file non-discipline grievances, which 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  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
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.

(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.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

(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  
State's Chief Labor Negotiator

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Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 8**  
**WORKFORCE REDUCTIONS**

**SECTION 1 – Layoffs**

(A) When employees certified pursuant to Chapter 633, Florida Statutes, are to be laid off, the state shall implement such layoff in the following manner:

(1) The competitive area within which layoffs will be affected shall be defined as statewide within each agency.

(2) Layoff shall be by class or occupational level within the fire service bargaining unit.

(3) An employee who does not have 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 is serving in that broadband 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 position in the affected broadband level shall be ranked on a layoff list based on the total retention points derived as follows:

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

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

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

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

(b) Retention points deducted for 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. One ~~(4)~~ point 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

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FSFSA**

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Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date



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

(7) The employee with the highest total retention points is placed at the top of the list, and the employee with the lowest 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 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 broadband level.
- (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 who is to be laid off shall be given at least 14 calendar days' notice of such layoff or in lieu thereof, two weeks' pay or a combination of days of notice and pay in lieu of the full 14 calendar days' notice, to be paid at the employee's current hourly base rate of pay. The state will make a reasonable effort to provide 30 days' notice of a layoff. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within seven (7) calendar days after receiving the notice of layoff, the employee shall have the right to request a demotion, lateral action, or reassignment within the competitive area, in lieu of layoff, to a position in a broadband level within the bargaining unit in which the employee held permanent status, or to a position at the level of or below the current level in the bargaining unit in which the employee held permanent status. Such request must be in writing and the reassignment, lateral action, or demotion cannot be effected to a higher broadband level.

(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 who is 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 procedure as provided in this section.

**For the State**

**For the FSFSA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

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Date

(13) If an employee requests a demotion or reassignment in lieu of layoff, the same formula and criteria for establishing retention points 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 – Recall**

When a vacancy occurs, or 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 broadband level 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 the 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 broadband level 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 as 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.

### **SECTION 3 – Job Security**

The state shall make a reasonable effort to notify FSFSA at least 30 days in advance of a layoff involving positions within the bargaining unit. Prior to the actual layoff, if requested, the state will meet with the FSFSA to bargain the impact of the layoff on the employees involved.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
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.

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.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

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Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

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 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 vacaney position is filled by demotion, or where reassignment, lateral action, transfer, change in duty station, or promotion is not in the best interests of the agency, the management representative having hiring authority for ~~that vacaney~~ the position shall give first

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

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Date

**For the FSFSA**

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Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

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 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.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**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 involuntary 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.

**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**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
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 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 within six ~~(6)~~ months of placement in the file, and his answer will be attached to the file copy.

(C) An employee will have the right to review his own 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 has been placed in the employee's personnel file in error or is otherwise invalid, such document shall be sealed in the file and shall be stamped "NOT VALID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State. In the 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.

**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**

~~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.~~

All state-sponsored standard health plans will be amended to include the following additional provision:

The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contribution adjustments, shall be provided to the Executive Office of the Governor by July 1, 2014, to allow for necessary and timely approvals by the Legislative Budget Commission for statewide implementation on January 1, 2015.

**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.

**For the State**

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Michael Mattimore  
State's Chief Labor Negotiator

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Date

**For the FSFSA**

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Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date



**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.

(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**

**For the FSFSA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
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 fire fighting 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 31<sup>st</sup> and **before** September 1<sup>st</sup>, 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 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.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

(7) If a candidate for hire is required to take the FFS *Initial Fitness Test*, **after** August 31<sup>st</sup> and **before** November 1<sup>st</sup>, 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 31<sup>st</sup> and **before** November 1<sup>st</sup>, 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  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 16**  
**RETIREMENT**  
**VACANT**

~~The State agrees to administer the Florida Retirement System (FRS) in accordance with any statutory provision or Act affecting the plan or its operation.~~

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
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 – Association Activities**~~

~~Employees shall have the right to request annual or compensatory leave or leave without pay for the purpose of attending FSFSA conventions, conferences and meetings. When such requests cannot be granted, the supervisor shall provide such denial in writing.~~

**SECTION 3 ~~2~~ – Personal Holiday**

Employees shall be credited a personal holiday on July 1 that must be taken by the end of each fiscal year.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**Article 23**  
**HOURS OF WORK AND OVERTIME**

**SECTION 1 – Hours of Work and Overtime**

(A) The normal work period for each full-time employee 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. Department of Children and Families employees shall remain on a 28-day, 192-hour period, consisting of 24 hours on-duty and 48 hours off-duty.

(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 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

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

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.

(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.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**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.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date



**Article 24**  
**ON-CALL ASSIGNMENT, CALL-BACK AND RESIDENCY**

**SECTION 1 – On-Call**

An “on-call” assignment shall exist where the employee has been instructed by the appropriate management to remain available to work during an off duty period. The employee must leave word where the employee may be reached by phone or electronic signaling device. The employee must be available to return to the work location on short notice to perform assigned duties.

**SECTION 2 – On-Call Fees**

(A) When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar (\$1.00) per hour for each hour or portion thereof such employee is required to be on-call.

(B) An employee who is required to be on-call on a Saturday, Sunday, or holiday as listed in section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee’s payband level for each hour or portion thereof such employee is required to be on-call.

(C) On-call assignments are not to be granted on the basis of favoritism.

**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 (2) hours whichever is greater.

(B) An employee called back during a designated on-call assignment shall be required to be en route with apparatus within 45 minutes of confirmed notification by dispatch.

**SECTION 4 – Residency Requirement**

Florida Forest Service employees will reside within a radius of ~~20~~ 30 statute miles of their permanent assigned headquarters. However, single engine and multi-engine reciprocal aircraft pilots/fire, and firefighter rotorcraft pilots hired after July 1, 2012, will reside within a radius of ~~20~~ 30 statute miles of the permanent location of their assigned aircraft.

**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 – Pay Provisions – General**

(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.

**SECTION 2 – Variable Compensation Award**

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation for the January 1 through June 30, 2014 evaluation period. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2014-2015 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2014, and are subject to funding as provided in the 2014-2015 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 2014-2015 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 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**

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.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

**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 – 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**

**FIREFIGHTER SAFETY**

The Florida Forest Service (FFS) is committed to carrying out the suppression of wildfires with protection of life and property as primary goals, recognizing that fighting fires is accomplished with finite resources and is an inherently dangerous activity that involves risk. In this regard, the FFS has enhanced the safety of firefighting equipment and has established policies and procedures in its District Fire Operations Manual addressing minimum staffing guidelines for fighting fires. These guidelines, summarized below, recognize that fires vary greatly from small roadside brush fires to major wildfires. Accordingly, the FFS must use its finite resources in the most efficient manner possible to ensure that firefighting resources will be available to engage major fire events while also providing appropriate responses to more limited fires.

- At least two firefighting crews will be dispatched to a Field Unit Fire Readiness Level 3 fire.
- For fires at Readiness Levels 1 and 2, the FFS will ordinarily dispatch a firefighter (Initial Attack Incident Commander (IAIC)) to assess the fire and either take suppression action or request additional resources through dispatch. Importantly, a IAIC is to use his/her judgment based on training and experience in deciding whether to safely engage in fire suppression without additional resources, notwithstanding that there may be some periods of time before these additional resources can be on-site.
- All Field Units are authorized to exceed the minimum staffing levels if an area of “Special Concern” exists.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FSFSA**

\_\_\_\_\_  
Tommy Price  
President and Chief Negotiator

\_\_\_\_\_  
Date

## Roberts, Patty

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**From:** smokeymarine@gmail.com on behalf of Tommy Price <President@iafflocals20.com>  
**Sent:** Monday, February 03, 2014 4:48 PM  
**To:** Roberts, Patty; Parry, Jim; Mattimore, Mike  
**Subject:** FSFSA Contract Proposals  
**Attachments:** 2014article16proposalFSFSA.docx; 2014article26proposalFSFSAfinal.docx

Due to the deadline for impasse and thus far no significant counter proposals on the contract openers that the FSFSA proposed on October 25th, FSFSA WITHDRAWS Article 23, 24, 25 FSFSA's proposals at this time and proposes STATUS QUO for those articles.

FSFSA has made it clear we will not agree to any language that still allows for firefighters to respond to emergency situations alone. This is a major safety issue affecting multiple bargaining unit positions we feel needs addressed. For this reason FSFSA proposes NEW language for Article 23 attached.

Article 16 We reject the states counter proposal of eliminating this Article from our contract and request to reinstate the language as we proposed on Oct. 25th, 2013

I have attached the Article 16 language (previously proposed on Oct. 25th) and NEW FSFSA proposal for Article 26 "Firefighter Safety". FSFSA request all previously proposed articles or versions be withdrawn at this time.

FSFSA is willing to agree to all proposals submitted by the state not opened by FSFSA including the states proposals for Articles 5, 6, 7, 8, 9, 12, and 18 with changes last presented on Jan 16th and all status quo changes proposed in unopened articles provided by the state. Furthermore FSFSA also is willing to agree to Articles 13 submitted on 1/29/14 and the states Article 25 presented on 1/25/14. So basically everything the state wants excluding Article 16 in exchange for Article 26 we proposed.

So basically in order to fix a major safety issue I will agree to everything you have proposed excluding 16 for our language on 26. We have tried and even reduced the 26 language from the get go we introduced on October 25th so for that reason we withdraw it all and ask for 2 firefighters at all times in the new proposed language. Any questions please feel free to contact me.

Thanks,  
Tommy Price  
President  
FSFSA

**Article 5:**

Section 11: "When such request cannot be granted, the supervisor shall provide justification for such denial in writing"

**Article 6:** We have no issues with and look forward to negotiating for some of the proposals we submitted on October 25th.

**Article 7:**

(A) ....Section 110.227, Florida Statutes and 60L-36.005 F.A.C.

(E) ...supervisor in a working file. Memorandum of Records and Memorandum of Supervisions will be signed and dated by both the employee and the supervisor identifying the deficiency or conduct concerns. These documents will allow the employee sufficient space to document any discrepancies addressing the specific issue addressed or indicated in the document. Supervisors shall conduct follow up documentation within 90 days after completion identifying if the issue has been corrected by the employee. They shall not be relied upon for the purposes of promotional decisions, disciplinary issues, or performance evaluations if the conduct resulting in the letter is not repeated in the following 12 months.

**(F) Question. How is an oral reprimand documented? Also how would it be documented in accordance with (C)? How does an employee acknowledge they have been orally reprimanded and not just got a butt chewing? I have never seen or heard of an official oral reprimand.** Striking (2) there makes no sense as it allows for a he/ said, she said or a supervisor saying "I orally reprimanded him for that 3 years ago" when in fact they didn't. Some kind of documentation needs to be there thus FSFSA purpose striking all references to oral reprimands out of this article completely. Its 2014 supervisors should either address the issue with an MOS/MOR or written reprimand.

(H) The State or the employee may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's.....

**Article 8:**

(10) References Calendar days.... strike the word Calendar in the entire article in accordance proposed changes in article 7 so only business days count. There might be more of these in the entire contract that should all mean the same or just reference day. It might mean more work for you but I think the entire contract days should all mean the same, business as proposed. Other than that reference we have no issues with and look forward to negotiating for some of the proposals we submitted on October 25th.

**Article 9:**

As I spoke with you on the phone our guys move all over the state for promotions, state housing, CAD, etc. We would like the end result to be that nothing will inhibit that including probationary status and to deny it justification should be provided. Why would we want to prohibit them from moving around and advancing in probation or not? It is still up to the agency head or not to approve or deny such request in Section 6 regardless of status from my understanding? FYI For promotions we do not use these forms referenced due to a matrix in place and transfers usually is an email saying hey I would like to transfer once they see the opening advertised on peoples first. I bet 90% of the state employees in the agencies I cover aren't even aware this form exist.

**Article 16:**

**We proposed this article on October 25th. Is this the states counter to our proposal on this article?**

**Article 18:**

Section 3: Leave use procedures

Employees shall have the right to use earned leave credits in accordance with F.A.C. 60L-34. When such request cannot be granted, the supervisor shall provide justification for such denial in writing to the employee. No supervisor shall unreasonably deny the use of earned leave credits without just cause. Denying of use of leave credits shall be grievable up to step 3.

**The Florida State Fire Service Association - CBU 11 Economic Proposals  
Fiscal Year 2014-2015**

Union/Issue	Estimated Cost	Comments
<b>Article 25, Section 1:</b> Provides all employees in the unit shall receive a general wage increase in the amount specified by the Legislature.	Indeterminate	In FY 13-14 a \$1,000/\$1,4000 raise was provided to all state employees based on their current base rate.
<b>Article 25, Section 2:</b> Provides all employees in the unit shall receive a competitive pay adjustment of \$2,500 to each employees June 30, 2014 base rate effective October 1, 2014.	1,701,438	In FY 13-14 a \$1,000/\$1,4000 raise was provided to all state employees based on their current base rate. A \$2,500 salary increase was calculated for the CBU. LAS/PBS was the source used for the calculation. Costing prepared by OPB
<b>Article 25, Section 3:</b> Establishes a step pay plan for unit members of the Florida State Fire Service Association utilizing years in service. Annual step increases will be no less than five (5) percent of a members base rate and The plan will consist of at least five (5) steps for each bargaining unit position covered within this contract. Step pay plan guidelines will be established setting achievable attainable goals for members to advance within these steps without having to promote to a new job classification.	1,301,911	A 5% salary increase was calculated for the CBU. LAS/PBS was the source used for the calculation. Costing prepared by OPB, assuming all members have exemplary performance.



**Florida State Fire Service Association  
Fire Service Unit – State Personnel System  
Current One-Year Agreement Expires June 30, 2014  
Status of Collective Bargaining as of February 7, 2014  
Fiscal Year 2014 – 15 Successor Agreement Negotiations – All Articles Open for Negotiation  
Articles at Impasse: All**

Article	State's Last Proposal	Union's Last Proposal	Comments
1 – Recognition	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
2 – Gender Reference	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
3 – Vacant	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
4 – No Discrimination	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
5 – Representation Rights	State Proposal of January 16, 2014: Proposes title change to Representation Rights and FSFSA Activities  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	Union response to state's initial proposal dated December 20, 2013 received January 6, 2014 via email; no contractual language proposal submitted; discussed during January 16, 2014 negotiations:	The state incorporated language similar to that proposed by the union in its January 16, 2014 proposal; no response or counter received from the union.

**Florida State Fire Service Association  
Fire Service Unit – State Personnel System  
Current One-Year Agreement Expires June 30, 2014  
Status of Collective Bargaining as of February 7, 2014  
Fiscal Year 2014 – 15 Successor Agreement Negotiations – All Articles Open for Negotiation  
Articles at Impasse: All**

Article	State’s Last Proposal	Union’s Last Proposal	Comments
5 – Representation Rights (continued)	<p>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.</p> <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, and 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 <u>an explanation</u> for such denial in writing.</p>	<p>Section 11 – Proposes when request for leave for union activities cannot be granted, the supervisor shall provide <u>justification</u> for such denial in writing.</p>	
6 – Grievance Procedure	<p>State Proposal of January 17, 2014:</p> <p>Section 1 – Use business days for calculation of grievance time limits.</p>	<p>Union response to state’s initial proposal dated December 20, 2013 received January 6, 2014 via email: “<b>Article 6: We have no issues with</b> and look forward to negotiating</p>	<p>No response or counter to the state’s January 17, 2014 proposal received from the union.</p>

**Florida State Fire Service Association**  
**Fire Service Unit – State Personnel System**  
**Current One-Year Agreement Expires June 30, 2014**  
**Status of Collective Bargaining as of February 7, 2014**  
**Fiscal Year 2014 – 15 Successor Agreement Negotiations – All Articles Open for Negotiation**  
*Articles at Impasse: All*

Article	State's Last Proposal	Union's Last Proposal	Comments
6 – Grievance Procedure (continued)	Section 3 – <ul style="list-style-type: none"> <li>• moves reference to presenting concerns through informal discussions from procedures for Step 1 to general procedures;</li> <li>• 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;</li> <li>• the parties may, by written agreement, submit a grievance to mediation after it has been submitted to arbitration but before the arbitration hearing;</li> <li>• arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the request form;</li> </ul>	some of the proposals we submitted on October 25 <sup>th</sup> .”	

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Article	State's Last Proposal	Union's Last Proposal	Comments
6 – Grievance Procedure (continued)	<ul style="list-style-type: none"> <li>• where there is a threshold issue regarding arbitrability raised by either party, an expedited arbitration hearing shall be conducted to address 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;</li> <li>• arbitrator's decision is to be determined by applying a preponderance of the evidence standard;</li> <li>• 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</li> </ul>		

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6 – Grievance Procedure (continued)	<p>the rescheduled date;</p> <ul style="list-style-type: none"> <li>• transcripts of arbitration hearings are addressed, including allocation of costs associated with court reporter appearance and transcribing and copying transcript;</li> <li>• role of the DMS Arbitration Coordinator is clarified.</li> </ul> <p>Section 5 – An employee who has not attained permanent status in his current position may only file non-discipline grievances which are final and binding at Step 3, unless the processing is further limited by the Agreement.</p>		
7 – Disciplinary Action	State Proposal of January 16, 2014:	Union response to state's initial proposal dated December 20, 2013 received January 6, 2014 via email; no contractual language proposal submitted; discussed during January 16, 2014 negotiations:	No response or counter to the state's January 16, 2014 proposal received from the union.

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<b>Article</b>	<b>State’s Last Proposal</b>	<b>Union’s Last Proposal</b>	<b>Comments</b>
7 – Disciplinary Action (continued)	<p>Section 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>Section 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>Section E – Memoranda of Record and Memoranda of Supervision (letters of counseling) are not discipline and are not grievable.</p>	<p>Section A – Proposes Rule 60L-36.005, F.A.C., be referenced in addition to section 110.227, F.S.</p> <p>Section E – Proposes Memoranda of Record and Memoranda of Supervision will be signed and dated by both the employee and the supervisor identifying the deficiency or conduct concerns. These documents will allow the employee sufficient space to document any discrepancies addressing the specific issue addressed or indicated in the document. Supervisors shall conduct follow up documentation within 90 days after completion identifying if the issue has been corrected by the employee. They shall not be relied</p>	<p>The state incorporated the union’s proposed addition in Section A in its January 16, 2014 proposal.</p> <p>The state rejects the union’s proposed changes to Section E.</p>

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7 – Disciplinary Action (continued)	<p>Section F – Oral reprimands are not grievable; 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; written reprimands may be grieved by employees with permanent status in their current position and are final and binding at Step 2; a written reprimand will not be considered in determining discipline, provide 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.</p>	<p>upon for the purposes of promotional decisions, disciplinary issues, or performance evaluations if the conduct resulting in the letter is not repeated in the following 12 months.</p> <p>Section F – Proposes striking any references to oral reprimands in this article as the union believes oral reprimands are not properly documented and issues could be address with a Memorandum of Record or Memorandum of Supervision, or written reprimand.</p>	<p>The state rejects the union’s proposed changes to Section F.</p>

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7 – Disciplinary Action (continued)	Section 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.	Section H – Proposes the state <u>or the employee</u> 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.	The state rejects the union’s proposed changes to Section H. Management right to decide if it would be in the best interest of the state, or the employee, due to the issue that led to the disciplinary suspension, for the employee to continue to report for work and use special compensatory leave in lieu of serving the suspension.
8 – Workforce Reductions	State Proposal of December 20, 2013: 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.	Union response to state’s initial proposal dated December 20, 2013 received January 6, 2014 via email; no contractual language proposal submitted; discussed during January 16, 2014 negotiations: Proposed reference to calendar days be changed to business days; “Other than that reference we have no issues with and look forward to	The state explained during January 16, 2014 negotiations that its proposed changes from calendar days to business days was specific to Article 6, Grievance Procedure. Other references to “days” in the contract may be specific to statute or rule language and would therefore not be changed.



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<b>Article</b>	<b>State’s Last Proposal</b>	<b>Union’s Last Proposal</b>	<b>Comments</b>
8 – Workforce Reductions (continued)	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.	negotiating for some of the proposals we submitted on October 25 <sup>th</sup> .”	
9 – Voluntary Reassignment, Transfer, Change in Duty Station and Promotions	<p>State Proposal of January 16, 2014:  Proposes title change to Reassignment, Lateral Action, Transfer, Change in Duty Station, and Promotion</p> <p>Section 1 – Amends definition of “reassignment” and adds “lateral actions”; clarifies status in each type of action.</p> <p>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.</p>	<p>Union response to state’s initial proposal dated December 20, 2013 received January 6, 2014 via email; no contractual language proposal submitted; discussed during January 16, 2014 negotiations:  Proposes that nothing will inhibit an employee relocating in the state for promotions, state housing, or competitive area differential, including probationary status. (Current contract requires an employee to attain permanent status in his current position in order to contractually request a reassignment, lateral action, transfer, or change in duty station.)</p>	<p>The state explained to the union during January 16, 2014 negotiations that an employee may apply at any time, regardless of status, for vacant positions in response to job opportunity announcements. The contractual process for having a request on file for future vacancies is limited to permanent employees, but does not prohibit an employee relocating in the state.</p>

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10 – Occupation Profiles/Rules Maintained/Documentation	State Proposal of December 20, 2013: Status quo		Signed by the state’s Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
11 – Classification Review	State Proposal of December 20, 2013: Status quo		Signed by the state’s Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
12 – Personnel Records	State Proposal of December 20, 2013:  Subsection D – Provides that 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.		No response or counter received from the union.
13 – Health and Welfare	State Proposal of February 6, 2014: Section 1 – Proposes all state-sponsored standard health plans will be amended to include the following additional provision: The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on		No response or counter received from the union.

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13 – Health and Welfare (continued)	increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contributions adjustments, shall be provided to the EOG by July 1, 2014, to allow for necessary and timely approvals by the LBC for statewide implementation on January 1, 2015.		
14 – State Vehicles and Vessels	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
15 – Probationary Status	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
16 – Retirement	State Proposal of December 20, 2013: Proposes vacant article.	Union Proposal of October 25, 2013 (discussed during November 13, 2013 negotiations): Proposes all bargaining unit members shall continue to participate in the Florida Retirement System (FRS) at no cost to the employee.	

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
17 – Allowances and Reimbursements	State Proposal of December 20, 2013: Status quo		Signed by the state’s Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
18 – Leaves of Absence	State Proposal of December 20, 2013:  Section 2 – Moves FSFSA Activities to Article 5.	Union response to state’s initial proposal dated December 20, 2013 received January 6, 2014 via email; no contractual language proposal submitted; discussed during January 16, 2014 negotiations:  Section 3 – Proposes employees shall have the right to use earned leave credits in accordance with Rule 60L-34, F.A.C. When such request cannot be granted, the supervisor shall provide justification for such denial in writing to the employee. No supervisor shall unreasonably deny the use of earned leave credits without just cause. Denying the use of leave credits shall be grievable up to Step 3.	Current contract language in Article 23, Section 1(D), of this Agreement, provides that management retains the right to approve time off for its employees; the state will make a good faith effort, whenever practical, to allow employees to use compensatory leave credits as requested by the employee; failure to approve an employee’s specific request <u>shall not be grievable</u> under the provisions of Article 6 of the Agreement.

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Article	State's Last Proposal	Union's Last Proposal	Comments
19 – Outside Employment	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
20 – Training and Education	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
21 – Committees	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
22 – Personal Property – Replacement and/or Reimbursement	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
23 – Hours of Work and Overtime	State Proposal of January 29, 2014: Proposes grammatical changes only; substance status quo.	Union Proposal of October 25, 2013 (discussed during November 13, 2013 negotiations) WITHDRAWN on February 3, 2014 – Union proposes status quo.	
24 – On-Call Assignment, Call-Back and Residency	State Proposal of February 7, 2014: 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	Union Proposal of October 25, 2013 (discussed during November 13, 2013 negotiations) WITHDRAWN on February 3, 2014 – Union proposes status quo.	Increase in statute miles from 20 to 30 for residency requirement proposed to be consistent with Florida Forest Service policy.

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<b>Article</b>	<b>State’s Last Proposal</b>	<b>Union’s Last Proposal</b>	<b>Comments</b>
24 – On-Call Assignment, Call-Back and Residency (continued)	pilots hired after July 1, 2012, will reside within a radius of 30 statute miles of the permanent location of their assigned aircraft.		
25 – Wages	<p>State Proposal of January 24, 2014:</p> <p>Section 1 – Proposes pay shall be in accordance with the Fiscal Year 2014-2015 General Appropriations Act; 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.</p> <p>Section 2 – Proposes Variable Compensation Award as provided in the Governor’s Budget Recommendations.</p> <p>Section 3 – Proposes Temporary Special Duties Pay Additive for employees 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 – Proposes employees may be given the option of receiving up to 24 hours of annual leave each December in</p>	<p>Union Proposal of October 25, 2013 (discussed during November 13, 2013 negotiations) WITHDRAWN on February 3, 2014 – Union proposes status quo.</p>	<p>Cost estimate of the union’s initial wage proposal that was withdrawn was approximately \$3 million.</p>

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<b>Article</b>	<b>State's Last Proposal</b>	<b>Union's Last Proposal</b>	<b>Comments</b>
25 – Wages (continued)	<p>accordance with Section 110.219(7), F.S.</p> <p>Section 5 – Proposes 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 6 – Proposes 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 7 – Proposes that in the event the 2014 Legislature provides different funding or eligibility provisions for the above-reference pay increases and payments, the state and the union agree that the increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2014-2015 General Appropriations Act, or any other relevant statutes.</p>		

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
26 – Vacant (proposed as Firefighter Safety)	<p>State Proposal of January 29, 2014:          Proposes new article – Firefighter Safety</p> <p>The Florida Forest Service (FFS) is committed to carrying out the suppression of wildfires with protection of life and property as primary goals, recognizing that fighting fires is accomplished with finite resources and is an inherently dangerous activity that involves risk. In that regard, the FFS</p> <ul style="list-style-type: none"> <li>• Enhanced the safety of firefighting equipment;</li> <li>• Established policies and procedures in its District Fire Operations Manual addressing minimum staffing guidelines for fighting fires;</li> <li>• Recognizes that fires vary greatly from small roadside brush fires to major wildfires;</li> <li>• Must use its finite resources in the most efficient manner possible to ensure that firefighting resources will be available to engage major fire events while also providing</li> </ul>	<p>Union Proposal of February 3, 2014:          Proposes new article – Firefighter Safety in the Workplace</p> <p>(A) At least two agency wildland firefighters will be dispatched to all wildland fires at all times and will be referred to as a crew.</p> <p>(B) For the purposes of dispatching wildland firefighting resources, a crew is defined as at minimum any two (2) certified wildland firefighting personnel. One (1) Firefighter shall be capable of performing as an Initial Attack Incident Commander (IAIC) on scene at the incident. The 2nd separate firefighter dispatched will perform firefighting operations under the supervision of the IAIC.</p> <p>(C) The IAIC will conduct an initial assessment of the incident and size up. Importantly, the IAIC is to use</p>	



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26 – Vacant (proposed as Firefighter Safety) (continued)	<p>appropriate responses to more limited fires.</p> <ul style="list-style-type: none"> <li>• At least two firefighting crews will be dispatched to a Field Unit Readiness Level 3 fire.</li> <li>• For fires at Readiness Levels 1 and 2, the FFS will ordinarily dispatch a firefighter (Initial Attack Incident Commander (IAIC)) to assess the fire and either take suppression action or request additional resources through dispatch; IAIC is to use his/her judgment based on training and experience in deciding whether to safely engage in fire suppression without additional resources, notwithstanding there may be some periods of time before additional resources can be on-site.</li> <li>• All Field Units are authorized to exceed the minimum staffing levels if an area of “Special Concern” exists.</li> </ul>	<p>his/her judgment based on training and experience in deciding whether to safely engage the incident with the crew on scene or request additional resources. The IAIC will assume the duties of Command and Safety Officer until relieved on the incident in accordance with agency policies.</p> <p>(D) Bargaining unit members will not be dispatched or respond to a wildfire alone at any time without additional personnel onscene to perform the duties of Initial Attack Incident Commander (IAIC).</p>	

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<b>Article</b>	<b>State's Last Proposal</b>	<b>Union's Last Proposal</b>	<b>Comments</b>
27 – Uniforms	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
28 – Vacant	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
29 – Vacant	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
30 – Vacant	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
31 – Management Rights	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
32 – Entire Agreement	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.
33 – Savings Clause	State Proposal of December 20, 2013: Status quo		Signed by the state's Chief Labor Negotiator – transmitted to the union on January 24, 2014. No response.

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AMERICAN FEDERATION OF  
STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES

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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 Contract that is filed on a grievance form as contained in Appendix B.

(B) “Employee” “Grievant” shall mean an employee or a group of employees having the same grievance.

(C) “Days” shall mean calendar business days, excluding any day observed as a holiday pursuant to Florida Statutes, or holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Contract. “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).

(D) “File” or “Appeal” shall mean the receipt of a grievance by the appropriate step representative.

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

(A) Nothing in this Article or elsewhere in this Contract shall be construed to permit the Union or an employee to process a grievance (1) 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 under section 120.569 or 120.57, Florida Statutes, or appeal before a governmental board or agency, or court proceeding, except that employees shall have the right to pursue claims of discrimination in other appropriate forums. If a grievance is filed that may be

**For the State**

**For AFSCME Florida Council 79**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

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Jeanette D. Wynn  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

processed under this Article and also under the Public Employees Relations Act pursuant to section 110.227(5), Florida Statutes, the grievant shall indicate at the time the grievance is reduced to writing which procedure is to be used as the exclusive remedy. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this Grievance Procedure shall indicate at the Oral Step or initial written step (if authorized by the provisions of this Article) whether to be represented by the Union or another representative designated by the ~~employee grievant~~. If the ~~employee grievant~~ is represented by the Union or another representative, any decision agreed to by the state and Union or the state and the ~~employee's grievant's~~ designated representative, shall be binding on the ~~employee grievant~~.

(C) Where Union representation is authorized as provided in this Contract and is requested by ~~an employee a grievant~~, the ~~employee's grievant's~~ representative shall be selected from the list of Stewards, Union Staff Representatives or Union Regional Directors which has been provided to the state in accordance with Article 5 of this Contract. The ~~employee grievant~~ may also be represented by an attorney or other representative retained by either the Union or the ~~employee grievant~~.

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

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

(3) As indicated in Article 5 of this Contract, the Steward in the same work location or the closest work location to the grievant's work location shall be selected to represent the ~~employee grievant~~. In no case shall a Steward be allowed to travel more than 25 miles from his official work location in order to investigate a grievance. The Union will make a reasonable effort to ensure that it trains a sufficient number of stewards in order to minimize any such travel.

(4) A Steward who has been selected to represent ~~an employee a grievant~~ 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, The grievant,~~ or the designated spokesperson in a class action grievance, will be considered a

**For the State**

**For AFSCME Florida Council 79**

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Michael Mattimore  
State's Chief Labor Negotiator

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President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

required participant at the Oral Step and Step 1 grievance meetings.

(D) Both ~~the~~ the employee grievant and the employee's 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 and a copy shall be sent to ~~both~~ the employee grievant and the employee's grievant's representative.

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

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

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

### SECTION 3 – Procedures

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of supervision having the authority to adjust the grievances. A grievance may be filed and responded to by facsimile, electronic mail, personal service, or mail. Grievances are to be filed on the appropriate form as contained in Appendix B of this Contract.

(B) Once a grievance is filed, 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 working hours of any required participant the grievant, a representative of the grievant, or any required witnesses, such ~~participant shall be excused without loss of pay for that purpose~~ hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of a participant's regular working 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) All written grievances will be presented at 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 filed at Step 2 on the grievance form as contained in Appendix B of this Contract within ~~24~~ 15 days following the occurrence of the

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**For AFSCME Florida Council 79**

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Michael Mattimore  
State's Chief Labor Negotiator

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event giving rise to the grievance.

(2) A dispute involving the interpretation or application of a provision of this Contract which gives a right to the Union as an employee organization may be filed by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, and received by the Office Manager for the Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050, within ~~21~~ 15 days of the occurrence of the event giving rise to the grievance.

(F) An employee who has not attained permanent status in his position can only file non-discipline grievances, which are final and binding at Step 3 as provided in this Article. ~~With respect to disciplinary grievances, oral reprimands shall not be grievable. An employee who has attained permanent status in his position may grieve a written reprimand up to Step 2, the decision at that level shall be final and binding.~~

(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. In the event a grievance is not answered in a timely manner at the preceding step, the state agrees not to remand the grievance for the purpose of obtaining the answer without the agreement of the Union or the employee's grievant's designated representative, if any.

**(1) Oral Discussion**

(a) An employee having a grievance may, within ~~21~~ 15 days following the occurrence of the event giving rise to the grievance, initiate the grievance by presenting it orally to his or her immediate supervisor, stating the specific provision(s) of the Contract allegedly violated, and the relief requested, or by filing a written grievance at Step 1. The immediate supervisor shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is requested by the employee grievant or the employee's grievant's representative, or if a meeting is deemed necessary by the supervisor. The supervisor shall communicate a decision to the employee grievant and the employee's grievant's representative, if any, within ~~14~~ 10 days following the date the grievance is received at the Oral Step.

(b) Failure to communicate the decision in a timely manner shall permit the employee grievant, the Union, or other designated employee grievance representative 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 this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

**(2) STEP 1**

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(a) If the employee grievant elects to utilize the oral discussion step and the grievance is not resolved, the employee grievant or the designated employee grievance representative may submit it in writing to the Step 1 Management Representative to be received within ~~21~~ 10 days following the receipt of the oral step decision. If the employee grievant elects not to utilize the oral discussion provision of this section the employee grievant or the designated employee grievance representative shall file a written grievance with the Step 1 Management Representative to be received within ~~21~~ 15 days following the occurrence of the event giving rise to the grievance on the appropriate grievance form as contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form.

(b) The Step 1 Management Representative or his designated representative shall meet with the grievant and/or the grievant's designated grievance representative to discuss the grievance and shall communicate a decision in writing to the employee grievant and the employee's grievant's representative, if any, within ~~14~~ 10 days following the date the grievance is received at Step 1.

(c) Failure to communicate the decision in a timely manner shall permit the employee grievant, the Union, or other designated employee grievance representative 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 this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

**(3) STEP 2**

(a) If the grievance is not resolved at Step 1, the employee grievant or the employee's grievant's representative may file a written grievance with the Agency Head or designated representative within ~~21~~ 15 days after receipt of the decision at Step 1 provided the Step 1 decision is received on or before the last valid due date. 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 employee grievant and/or the designated Union Staff Representative, or the designated grievance representative if the grievant is not represented by the Union, to discuss the grievance. If the grievance is initiated at Step 2, the parties shall meet to discuss the grievance. The Agency Head

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or designated representative shall communicate a decision in writing within ~~24~~ 15 days following receipt of the written grievance.

(c) Failure to communicate the decision in a timely manner shall permit the ~~employee grievant~~, the Union, or other designated ~~employee grievance~~ representative 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 this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

**(4) STEP 3 – Contract Language Disputes**

(a) If the 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 Union President or the designated member of the Union President's staff, or the employee grievant or designated employee grievance representative if not represented by the Union, may appeal the Step 2 decision by filing a written grievance to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050 within 24 15 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the last valid due date. The grievance shall be filed on the appropriate grievance form as contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, the relief requested, and 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 designated representative of the Department of Management Services may shall meet with the Union President or the designated member of the Union President's staff, and/or the employee grievant, or the designated employee grievance representative if not represented by the union to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1, above.

(b) The designated representative of the Department of Management Services shall communicate a decision in writing to the Union President or the designated member of the Union President's staff if the employee is represented by the union, or to the ~~employee grievant~~ or the designated ~~employee grievance~~ representative, within ~~24~~ 15 days following receipt of the written grievance. The ~~employee's grievant's~~ representative is responsible for providing a copy of the Step 3 decision to the ~~employee grievant~~.

(c) Failure to communicate the decision within the specified time limit shall permit the ~~employee grievant~~, the Union, or other designated ~~employee grievance~~

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representative 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 this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

**(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. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

**(6) ARBITRATION**

(a) If the 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 3, the Union President or the designated member of the Union President's staff may appeal the Step 3 decision grievance to Arbitration by filing a written appeal to arbitration on the appropriate form as contained in Appendix C of this Contract, with the Arbitration Coordinator, Office of the General Counsel for the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050 within 45 20 days after receipt of the decision at Step 3, provided the Step 3 decision is received on or before the last valid due date. If a contract language dispute as described in (4) above, is not resolved at Step 3, the Union President or the designated member of the Union President's staff may appeal the grievance to arbitration on the appropriate form as contained in Appendix C of this Contract within 20 days following receipt of the decision at Step 3. The appeal to arbitration may be filed by facsimile, electronic mail, personal service, or mail, and shall include a copy of the Step 3 decision grievance forms submitted at Steps 1, 2, and 3 (if applicable), together with all written responses and documents in support of the grievance. If, at the initial written step, the employee grievant did not elect Union representation, or the Union refused to represent the employee grievant because the employee was not a dues-paying member of the Union, the employee grievant may appeal the grievance to Arbitration or may designate another representative to appeal the Step 3 decision grievance to arbitration on their behalf.

(b) The parties may agree in writing to file related grievances for hearing before the same arbitrator.

(c) The arbitrator shall be one person from a panel of at least five arbitrators, mutually selected by the state and the Union to serve in rotation for any case 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 facilitate the scheduling of all arbitration hearings and shall

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~~contact the next arbitrator in the agreed rotation and coordinate the arbitration hearing time, and 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. ~~As an exception to this scheduling requirement, 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.

(e) The Arbitration Coordinator shall schedule ~~A~~ arbitration hearings ~~shall be held~~ 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 ~~20~~ 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 (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 Contract, shall be final and binding on the state, the Union, the grievant(s), and the employees in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue a decision not later ~~30~~ 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. 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.

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3. If the arbitrator finds that cause exists for discipline, the arbitrator shall affirm the decision of the agency. If the arbitrator finds that cause did not exist for discipline, the arbitrator shall reverse the decision of the agency and provide relief consistent with the provisions of the Contract and law. The arbitrator's discretion is limited to reversing or affirming the discipline at the level of discipline imposed. The arbitrator may not increase or reduce the penalty imposed by the agency.

4. The arbitrator shall conform an award to the limitations imposed by section 447.401, Florida Statutes, and specifically shall not have the power to add to, subtract from, modify, or alter the terms of this Contract.

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

a. No An award for 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, and shall not include punitive damages.

b. Back pay shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

c. 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, whichever is later, and the rescheduled date.

b. ~~The award shall not exceed the actual loss to the grievant and will not include punitive damages.~~

(g) The fees and expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating and paying the 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.

(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).

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

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**SECTION 4 – Time Limits**

(A) Failure to initiate, file 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 to be received within the specified time limit shall permit the ~~employee grievant~~, the Union, or the designated ~~employee grievance~~ representative where appropriate, to proceed to the next step.

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

**For the State**

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**Article 7  
DISCIPLINE**

**SECTION 1 – For Cause**

~~Any employee who has permanent status in his or her current position may be suspended or dismissed only for cause. Cause shall be as established in section 110.227, Florida Statutes. Status shall be as prescribed by the Rules of the State Personnel System.~~

An employee who has permanent status in his current position may be disciplined only for cause. 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, as established in section 110.227, Florida Statutes. Agencies within the State Personnel System perform a vast array of functions and deliver a wide variety of services. Accordingly, each agency shall have primary authority and responsibility for managing the conduct of its employees. If an agency deems it necessary to discipline an employee for a violation of standards of conduct, the agency may impose any discipline up to and including dismissal, taking into account the agency's unique mission and the individual facts and circumstances of the issue(s) giving rise to the discipline.

**SECTION 2 – Notice**

An employee who has permanent status in his or her current position and who is subject to suspension, reduction in pay, demotion, involuntary transfer of more than 50 miles by highway, or dismissal shall receive written notice of such action at least ten calendar days prior to the date the action is to be taken subject to section 110.227(5)(a), Florida Statutes. 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 taking the action to answer orally and in writing charges against him or her. Notice to the employee shall be hand-delivered or by certified mail.

In instances of extraordinary dismissal, the affected employee shall be given an opportunity to rebut the charges at the time of the hand-delivered notice, in accordance with section 110.227(5)(b), Florida Statutes.

**SECTION 3 – Remedies**

~~An employee shall have the option of appealing only such actions referenced in Section 2 to either the Public Employees Relations Commission in accordance with section 110.227(5), and Chapter 447, Part II, Florida Statutes, or the grievance procedure set forth in Article 6 of this~~

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~~Contract, but such employee may not avail himself or herself of both procedures. Grievances and appeals of discipline under this contract shall comport with the remedies set forth at section 110.227(6)(e), Florida Statutes, and Chapter 447, Part II, Florida Statutes. If an arbitrator finds that cause did not exist for discipline, the arbitrator shall reverse the decision of the agency and the employee shall be reinstated with or without back pay. If the arbitrator finds that cause exists for discipline, the arbitrator shall affirm the decision of the agency. The arbitrator's discretion is limited to reversing or affirming the discipline at the level of discipline imposed. The arbitrator may not increase or reduce the penalty imposed by the agency.~~

(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 documentation of minor work deficiencies or conduct concerns that are not discipline and are not grievable; however such documentation may be used by the parties 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 filed in the employee's official personnel file.

(C) Oral reprimands are not grievable. Written reprimands are subject to the grievance procedure in Article 6, the decision is final and binding at Step 2. An employee may respond in writing to oral or written reprimands within 60 calendar days of receipt, a copy of the response will be filed in the employee's official personnel file.

(D) An employee with permanent status in his current position 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 provisions of section 110.227(5) and (6), Florida Statutes.

For the State

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**Article 25  
WAGES**

**SECTION 1 – Pay Provisions – General**

(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.

**SECTION 2 – Variable Compensation Award**

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation for the January 1 through June 30, 2014 evaluation period. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2014-2015 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2014, and are subject to funding as provided in the 2014-2015 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 2014-2015 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 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**

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

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programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

**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.

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**Article 27**  
**HEALTH INSURANCE**

~~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.~~

All state-sponsored standard health plans will be amended to include the following additional provision.

The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contribution adjustments, shall be provided to the Executive Office of the Governor by July 1, 2014, to allow for necessary and timely approvals by the Legislative Budget Commission for statewide implementation on January 1, 2015.

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**Article 6  
GRIEVANCE PROCEDURE**

It is the policy of the state and the 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 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 Contract that is filed on a grievance form as contained in Appendix B.
- (B) "Employee" "**Grievant**" shall mean an employee or a group of employees having the same grievance.
- (C) "Days" shall mean ~~calendar~~ **business** days, ~~excluding any day observed as a holiday pursuant to Florida Statutes, or holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Contract.~~ **"Business days" refers to the ordinary business hours, i.e. 8:00 am until 5:00 pm 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, holidays 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 a 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 601-34.0071(3)(e).**
- (D) "File" or "Appeal" shall mean the receipt of a grievance by the appropriate step representative.

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

(A) Nothing in this Article or elsewhere in this Contract shall be construed to permit the Union or an employee to process a grievance (1) 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 under section 120.569 or 120.57, Florida Statutes, or appeal before a

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governmental board or agency, or court proceeding, except that employees shall have the right to pursue claims of discrimination in other appropriate forums. If a grievance is filed that may be processed under this Article and also under the Public Employees Relations Act pursuant to section 110.227(5), Florida Statutes, the grievant shall indicate at the time the grievance is reduced to writing which procedure is to be used as the exclusive remedy. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this Grievance Procedure shall indicate at the Oral Step or initial written step (if authorized by the provisions of this Article) whether to be represented by the Union or another representative designated by the **employee grievant**. If the **employee grievant** is represented by the Union or another representative, any decision agreed to by the state and Union or the state and the **employee's grievant's** designated representative, shall be binding on the employee.

(C) Where Union representation is authorized as provided in this Contract and is requested by an **employee a grievant**, the **employee's grievant's** representative shall be selected from the list of Stewards, Union Staff Representatives or Union Regional Directors which has been provided to the state in accordance with Article 5 of this Contract. The **employee grievant** may also be represented by an attorney or other representative retained by either the Union or the **employee grievant**.

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

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

3. As indicated in Article 5 of this Contract, the Steward in the same work location or the closest work location to the grievant's work location shall be selected to represent the **employee grievant**. In no case shall a Steward be allowed to travel more than 25 miles from his official work location in order to investigate a grievance. The Union will make a reasonable effort to ensure that it trains a sufficient number of stewards in order to minimize any such travel.

4. A Steward who has been selected to represent ~~an employee a~~ **grievant** 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,~~ **The grievant** or the designated spokesperson in a class action grievance, will be considered a required participant at the Oral Step and Step 1 grievance meetings.

For the State

For AFSCME Council 79

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(D) ~~Both~~ The employee grievant and the employee's 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 and a copy shall be sent to ~~both~~ the employee grievant and the employee's grievant's representative.

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

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

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

### SECTION 3 - Procedures

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of supervision having the authority to adjust the grievances. A grievance may be filed and responded to by facsimile, electronic mail, personal service, or mail. Grievances are to be filed on the appropriate form as contained in Appendix B of this Contract.

(B) Once a grievance is filed, 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 working hours of ~~any required participant~~ the grievant, a representative of the grievant, or any required witnesses, such ~~participant shall be excused without loss of pay for that purpose~~ hours shall be deemed worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of a participant's regular working 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) All grievances will be presented at the ~~Oral~~ 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 filed at Step 2 on the grievance form as contained in Appendix B of this Contract within ~~21~~ 15 days following the occurrence of the event giving rise to the grievance.

2. A dispute involving the interpretation or application of a provision of this  
For the State

For AFSCME Council 79

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Contract which gives a right to the Union as an employee organization may be filed by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, and received by the Office Manager for the Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050, within ~~21~~ **15** days of the occurrence of the event giving rise to the grievance.

(F) An employee who has not attained permanent status in his position can only file non-discipline grievances, which are final and binding at Step 3 as provided in this Article. ~~With respect to disciplinary grievances, oral reprimands shall not be grievable. An employee who has attained permanent status in his position may grieve a written reprimand up to Step 2; the decision at that level shall be final and binding.~~

(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. In the event a grievance is not answered in a timely manner at the preceding step, the state agrees not to remand the grievance for the purpose of obtaining the answer without the agreement of the Union or the employee's grievant's designated representative, if any.

**(1) Oral Discussion**

a) An employee having a grievance may, within ~~21~~ **15** days following the occurrence of the event giving rise to the grievance, initiate the grievance by presenting the grievance it orally to his or her immediate supervisor, stating the specific provision(s) of the Contract allegedly violated, and the relief requested, or by filing a written grievance at Step 1. The immediate supervisor shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is requested by the ~~employee grievant~~ or the ~~employee's grievant's~~ representative, or if a meeting is deemed necessary by the supervisor. The supervisor shall communicate a decision to the employee and the employee's representative, if any, within ~~14~~ **10** days following the date the grievance is received at the Oral Step.

b) Failure to communicate the decision in a timely manner shall permit the ~~Employee grievant~~, the Union, or other designated ~~employee grievance~~ representative 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 this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

**(2) STEP 1**

a) If the ~~employee grievant~~ elects to utilize the oral discussion step and the

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grievance is not resolved, the employee grievant or the designated employee grievance representative may submit it in writing to the Step 1 Management Representative to be received within ~~21~~ **15** days following the receipt of the oral step decision. If the employee grievant elects not to utilize the oral discussion provision of this section the employee grievant or the designated employee grievance representative shall file a written grievance with the Step 1 Management Representative to be received within ~~21~~ **15** days following the occurrence of the event giving rise to the grievance, or within ~~21~~ **15** days of receipt of the decision at the Oral Step, whichever is later, on the appropriate grievance form as contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form.

b) The Step 1 Management Representative or his designated representative shall meet with the grievant and/or the grievant's designated grievance representative to discuss the grievance and shall communicate a decision in writing to the employee grievant, and the employee's grievant's representative, if any, within ~~14~~ **10** days following the date the grievance is received at Step 1.

c) Failure to communicate the decision in a timely manner shall permit the employee grievant, the Union, or other designated employee grievant representative 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 this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

### (3) STEP 2

a) If the grievance is not resolved at Step 1, the employee grievant or the employee's employee's representative may file a written grievance with the Agency Head or designated representative within ~~21~~ **15** days after receipt of the decision at Step 1 provided the Step 1 decision is received on or before the last valid due date. 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~~ **shall** meet with the employee grievant and/or the designated Union Staff Representative, or the designated grievance representative if the grievant is not represented by the Union to discuss the grievance. The Agency Head or designated representative shall communicate a decision in writing within ~~21~~ **15** days following receipt of the written grievance.

c) Failure to communicate the decision in a timely manner shall

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permit the **employee grievant**, the Union, or other designated **employee grievance** representative 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 this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

**(4) STEP 3 – Contract Language Disputes**

a) If ~~the 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 Union President or the designated member of the Union President's staff, or the **employee grievant** or designated **employee grievance** representative if not represented by the Union, may appeal the ~~Step 2 decision by filing a written~~ grievance to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050 within ~~21~~ **15** days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the last valid due date. The grievance shall be filed on the appropriate grievance form as contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, the relief requested, and 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 designated representative of the Department of Management Services ~~may~~ **shall** meet with the Union President or the designated member of the Union President's staff, **and/or** the **employee grievant**, or the designated **employee grievance** representative if not represented by the union to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1, above.

b) The designated representative of the Department of Management Services shall communicate a decision in writing to the Union President or the designated member of the Union President's staff if the employee is represented by the union, or to the **employee grievant** or the designated **employee grievance** representative, within ~~21~~ **15** days following receipt of the written grievance. The ~~employee's~~ **grievant's** representative is responsible for providing a copy of the Step 3 decision to the **employee grievant**.

c) Failure to communicate the decision within the specified time limit shall permit the **employee grievant**, the Union, or other designated **employee grievance** representative where appropriate, to proceed to the next step.

d) The number of days indicated at this step shall be considered as the

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maximum, and every effort will be made to expedite the process. However, the time limits specified in this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

## 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 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.

## ARBITRATION

a) ~~If the 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 3 ~~2~~, the Union President or the designated member of the Union President's staff may appeal the ~~Step 3 decision grievance~~ to ~~A~~ arbitration by ~~filing a written appeal to arbitration~~ on the appropriate form as contained in Appendix C of this Contract, with the Arbitration Coordinator, Office of the General Counsel for the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050 within ~~45~~ **30** days after receipt of the decision at Step 3 ~~2~~, provided the Step 3 ~~2~~ decision is received on or before the last valid due date. **If a contract language dispute as described in (4) above, is not resolved at Step 3, the Union President or the designated member of the Union President's staff may appeal the grievance to arbitration on the appropriate form as contained in Appendix C of this Contract within 30 days following receipt of the decision at Step 3.** The appeal to arbitration may be filed by facsimile, electronic mail, personal service, or mail, and shall include a copy of the ~~Step 3 decision grievance forms submitted at Steps 1, 2, and 3 (if applicable), together with all written responses and documents in support of the grievance.~~ If, at the initial written step, the ~~employee grievant~~ did not elect Union representation, or the Union refused to represent the ~~employee grievant~~ because the employee was not a dues-paying member of the Union, the ~~employee grievant~~ may appeal the grievance to ~~A~~ arbitration or may designate another representative to appeal the Step 3 ~~decision grievance~~ to arbitration on their behalf.

b) The parties may agree in writing to file related grievances for hearing before the same arbitrator.

c) The arbitrator shall be one person from a panel of at least five (5)

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arbitrators, mutually selected by the state and the Union to serve in rotation for any case 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 rotation, and** shall ~~facilitate the scheduling of all arbitration hearings and shall contact the next arbitrator in the agreed rotation and coordinate the arbitration hearing time, and date, and location.~~

d) Arbitration hearings shall be scheduled as soon as feasible 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 can schedule within the prescribed period. As an exception to this scheduling requirement, a party may request of the arbitrator, with notice to the other party and the Arbitrator Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances.

e) The Arbitration Coordinator shall schedule arbitration hearings shall be held 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.

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 20 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 (6)(c) of this Article to conduct a hearing on hear the substantive issue(s).

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 Contract, shall be final and binding on the state, the Union, the grievant(s), and the employees in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue a decision not later ~~30~~ **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, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted. 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.

For the State

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3. **If the arbitrator finds that cause exists for discipline, the arbitrator shall affirm the decision of the agency. If the arbitrator finds that cause did not exist for discipline, the arbitrator shall reverse the decision of the agency and provide relief consistent with the provision of the Contract and law. The arbitrator's discretion is limited to reversing or affirming the discipline at the level of discipline imposed. The arbitrator may not increase or reduce the penalty imposed by the agency.**

4. The arbitrator shall conform an award to the limitations imposed by section 447.401, Florida Statutes, and specifically shall not have the power to add to, subtract from, modify, or alter the terms of this Contract.

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

(A) ~~No~~ **An** award for 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, and shall not include punitive damages.**

(B) **Back pay shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.**

h) The fees and expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating and paying the 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.**

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).**

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, file 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 to be received within the specified time limit shall permit the employee **grievant**, the Union, or the designated employee **grievance** representative where appropriate, to proceed to the next step.

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

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**Article 7**  
**DISCIPLINE**

**SECTION 1 – For Cause**

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~~Any employee who has permanent status in his or her current position may be suspended or dismissed only for cause. Cause shall be as established in section 110.227, Florida Statutes. Status shall be as prescribed by the Rules of the State Personnel System.~~

An employee who has permanent status in his current position may be disciplined only for cause. Cause shall include, but 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 in section 110.227, Florida Statutes. Agencies within the State Personnel System perform a vast array of functions and deliver a wide variety of services. Accordingly, each agency shall have primary authority and responsibility for managing the conduct of its employees. If an agency deems it necessary to discipline an employee for a violation of standards of conduct, the agency may impose any discipline up to and including dismissal, taking into account the agency's unique mission and the individual facts and circumstances of the issue(s) giving rise to the discipline. However, disciplinary actions will be timely and based upon the circumstances and complexity of each case. The parties agree to the concept of progressive discipline, which is discipline designed primarily to correct and improve employee behavior, rather than punish.

**SECTION 2 – Notice**

An employee who has permanent status in his or her current position and who is subject to suspension, reduction in pay, demotion, involuntary transfer of more than 50 miles by highway, or dismissal shall receive written notice of such action at least ten (10) calendar days prior to the date the action is to be taken subject to section 110.227(5)(a), Florida Statutes. 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 taking the action to answer orally and in writing charges against him or her. Notice to the employee shall be hand-delivered or by certified mail.

In instances of extraordinary dismissal, the affected employee shall be given an opportunity to rebut the charges at the time of the hand-delivered notice, in accordance with section 110.227(5)(b), Florida Statutes.

For the State

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**SECTION 3 – Remedies**

~~An employee shall have the option of appealing only such actions referenced in Section 2 to either the Public Employees Relations Commission in accordance with section 110.227(5) and Chapter 447, Part II, Florida Statutes, or the grievance procedure set forth in Article 6 of this Contract, but such employee may not avail himself or herself of both procedures. Grievances and appeals of discipline under this contract shall comport with the remedies set forth at section 110.227(6)(c), Florida Statutes, and Chapter 447, Part II, Florida Statutes. If an arbitrator finds that cause did not exist for discipline, the arbitrator shall reverse the decision of the agency and the employee shall be reinstated with or without back pay. If the arbitrator finds that cause exists for discipline, the arbitrator shall affirm the decision of the agency. The arbitrator's discretion is limited to reversing or affirming the discipline at the level of discipline imposed. The arbitrator may not increase or reduce the penalty imposed by the agency.~~

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(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 documents of minor work deficiencies or conduct concerns that are not discipline and are not grievable; however such documentation may be used by the parties 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 filed in the employee's official personnel file.

(C) Oral reprimands are not grievable. Written reprimands are subject to the grievance procedure in Article 6; the decision is final and binding at Step 2. An employee may respond in writing to oral or written reprimands within 60 calendar days of receipt; a copy of the response will be filed in the employee's official personnel file.

(D) An employee with permanent status in his current position 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 provisions of section 110.227(5) and (6), Florida Statutes.

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**ARTICLE 25**  
**WAGES**

**SECTION 1— Pay Provisions**

Page | 1

(A) Pay shall be in accordance with the Fiscal Year 2012-13 General Appropriations Act. All employees of the AFSCME represented bargaining units (Professional, Administrative Clerical, Operational Services and Human Services) will receive a 7 percent increase, plus applicable taxes, to their base rate of pay on July 1, 2014, with a \$2,000 minimum increase.

**SECTION 2 — Cash Payout of Annual Leave**

Permanent Career Service employees will have ~~may be given~~ the option of receiving up to twenty-four (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. Permanent Career Service employees in the AFSCME represented bargaining units (Professional, Administrative/Clerical, Operational Services and Human Services) will have the option of receiving a payout each December of all unused special compensatory leave earned after July 1, 2012. This clause will supersede Article 18 Section 8.

**SECTION 3 — Savings Sharing Program**

Individual employees 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 4 — 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. The granting of merit pay increases should be awarded fairly and be distributed proportionally to all members of a work unit who have achieved outstanding or commendable performance. Supervisors will be required to document the objective criteria used for awarding merit pay increases.

For the State

For AFSCME Florida Council 79

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AFSCME Council 79  
Union Proposal – Article 25  
Fiscal Year 2014-2015  
January 23, 2014

**SECTION 5 — Deployment to a Facility or Area Closed due to Emergency**  
**In accordance with the authority provided in the Fiscal Year 2014-15 General**  
**Appropriations Act, 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.**

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**For the State**

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Michael Mattimore

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Date

**For AFSCME Council 79**

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Date

**AFSCME Unit CBU 01,02,03, and 05 Proposals with Fiscal Impact  
Fiscal Year 2014-2015**

Union/Issue	Estimated Cost	Comments
<b>Article 25(1):</b> Provides for a 7% increases in pay, plus applicable taxes, with a 2,000 minimum increase	\$137 M	People First was the source of data for calculation- retirement and FICA were also included (48,373 filled positions).
<b>Article 25(5):</b> 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	



**AFSCME Florida Council 79**  
**Human Services, Professional, Operational Services, and Administrative and Clerical Units**  
**State Personnel System**  
**Current One-Year Agreement Expires June 30, 2014**  
**Status of Collective Bargaining as of February 6, 2014**  
**Fiscal Year 2014-15 Successor Agreement Negotiations – All Articles Open for Negotiation**  
*Articles at Impasse: 6, 7, 25, and 27*

Article	State's Last Proposal	Union's Last Proposal	Comments
6 – Grievance Procedure	<p>State Proposal of January 29, 2014:  Section 1 – Defines “Grievant” rather than “Employee”; use business days for calculation of grievance time limits.</p> <p>Section 3 –</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• the state will not pay the expenses of any participants attending such meetings on behalf of the union;</li> <li>• references to grievability of oral and written reprimands moved to Article 7;</li> <li>• contract language disputes reviewed by DMS at Step 3; disciplinary grievances are appealed from Step 2 to arbitration without a review at Step 3; agrees to the union’s proposal to increase the time between the receipt of the Step 1 grievance decision and the</li> </ul>	<p>Union Proposal of January 23, 2014:  Section 1 – Mirrors the state’s proposal.</p> <p>Section 3 –  Mirrors the state’s proposal, with the exception of:</p> <ul style="list-style-type: none"> <li>• proposes to increase the time between the receipt of the Step 1 grievance decision and the deadline to appeal the grievance to Step 2 from 10 to 15 days;</li> <li>• requires that the parties meet to discuss disciplinary grievances at Step 2 (current language is “may meet”).</li> <li>• proposes to increase the time to appeal a Step 2 or 3 grievance to arbitration from 10 to 30 days;</li> <li>• proposes arbitration hearings shall be scheduled as soon as feasible following the receipt of the Request for Arbitration – does not include current language to do so within five months;</li> </ul>	

**AFSCME Florida Council 79**  
**Human Services, Professional, Operational Services, and Administrative and Clerical Units**  
**State Personnel System**  
**Current One-Year Agreement Expires June 30, 2014**  
**Status of Collective Bargaining as of February 6, 2014**  
**Fiscal Year 2014-15 Successor Agreement Negotiations – All Articles Open for Negotiation**  
*Articles at Impasse: 6, 7, 25, and 27*

Article	State's Last Proposal	Union's Last Proposal	Comments
6 – Grievance Procedure (continued)	<p>deadline to appeal the grievance to Step 2 from 10 to 15 days; proposes if the grievance is initiated at Step 2, the parties shall meet to discuss the grievance; proposes grievances be appealed to arbitration within 20 days of receipt of the previous step decision (current contract language provides for 45 calendar days);</p> <ul style="list-style-type: none"> <li>• arbitrator's decision is to be determined by applying a preponderance of the evidence standard;</li> <li>• if the arbitrator finds that cause exists for discipline, the arbitrator shall affirm the decision of the agency; if the arbitrator finds that cause did not exist for discipline, the arbitrator shall reverse the decision of the agency and provide relief consistent with the provisions of the contract and law; the arbitrator's decision is limited to reversing or affirming the discipline at the</li> </ul>	<ul style="list-style-type: none"> <li>• rejects the state's proposal for the arbitrator's decision to be determined by applying a preponderance of the evidence standard.</li> </ul>	

**AFSCME Florida Council 79**  
**Human Services, Professional, Operational Services, and Administrative and Clerical Units**  
**State Personnel System**  
**Current One-Year Agreement Expires June 30, 2014**  
**Status of Collective Bargaining as of February 6, 2014**  
**Fiscal Year 2014-15 Successor Agreement Negotiations – All Articles Open for Negotiation**  
*Articles at Impasse: 6, 7, 25, and 27*

Article	State's Last Proposal	Union's Last Proposal	Comments
6 – Grievance Procedure (continued)	<p>level of discipline imposed; the arbitrator may not increase or reduce the penalty imposed by the agency (moved from Article 7);</p> <ul style="list-style-type: none"> <li>• an award for back pay is to be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits, 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;</li> <li>• 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;</li> <li>• transcripts of arbitration hearings are addressed, including allocation of costs</li> </ul>		

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Article	State's Last Proposal	Union's Last Proposal	Comments
6 – Grievance Procedure (continued)	<p>associated with court reporter appearance and transcribing and copying transcript;</p> <ul style="list-style-type: none"> <li>• role of the DMS Arbitration Coordinator is clarified.</li> </ul>		
7 – Discipline	<p>State Proposal of January 29, 2014: Section 1 – An employee who has permanent status in his current position may be disciplined (not limited to suspension or dismissal as in current contract) only for cause; defines cause as provided in section 110.227, F.S.; each agency has the primary authority and responsibility for managing the conduct of its employees, and if an agency deems it necessary to discipline an employee for a violation of standards of conduct, the agency may impose any discipline up to and including dismissal, taking into account the agency's unique mission and the individual facts and circumstances of the issue(s) giving rise to the discipline (Rule 60L-36.005(2), F.A.C.)</p>	<p>Union Proposal of February 4, 2014: Section 1 – Mirrors state's January 29, 2014 proposal, with the exception of adding disciplinary actions will be timely and based upon the circumstances and complexity of each case, and proposes the concept of progressive discipline, which is designed primarily to correct and improve employee behavior, rather than punish.</p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
7 – Discipline (continued)	<p>Section 2 – proposes an 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>Section 3 –</p> <ul style="list-style-type: none"> <li>• an employee who has not attained permanent status in his current position shall not have access to the grievance procedure in Article 6;</li> <li>• 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</li> </ul>	<p>Section 2 – accepts state's January 29, 2014 proposal</p> <p>Section 3 – Accepts state's January 29, 2014 proposal</p>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
7 – Discipline (continued)	<p>the employee's official personnel file;</p> <ul style="list-style-type: none"> <li>• oral reprimands are not grievable; written reprimands are final and binding at Step 2; an employee may respond in writing to oral or written reprimands within 60 calendar days of receipt; a copy of the response will be filed in the employee's official personnel file;</li> <li>• 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.</li> </ul>		

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<b>Article</b>	<b>State's Last Proposal</b>	<b>Union's Last Proposal</b>	<b>Comments</b>
25 – Wages	<p>State Proposal of January 23, 2014:  Section 1 – Proposes pay shall be in accordance with the Fiscal Year 2014-2015 General Appropriations Act; 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.</p> <p>Section 2 – Proposes Variable Compensation Award as provided in the Governor's Budget Recommendations.</p> <p>Section 3 – Proposes Temporary Special Duties Pay Additive for employees temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed, as authorized in the Fiscal Year 2014-15 General Appropriations Act, contingent upon the availability of funds, and at the agency head's discretion.</p>	<p>Union Proposal of January 23, 2014:  Section 1 – Proposes a 7% increase in base rate of pay, plus applicable taxes, with a \$2,000 minimum increase, effective July 1, 2014.</p> <p>Union's Section 5 – Mirrors the state's proposal with the exception of not including "contingent upon the availability of funds, and at the agency head's discretion".</p>	Cost estimate: \$137 million

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Article	State's Last Proposal	Union's Last Proposal	Comments
25 – Wages (continued)	<p>Section 4 – Proposes employees may be given the option of receiving a payout of up to 24 hours of annual leave each December in accordance with Section 110.219(7), F.S., subject to available funds.</p> <p>Section 5 – Proposes 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 6 – Proposes 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 7 – Proposes that in the event the 2014 Legislature provides different funding or eligibility provisions for the above-referenced pay increases and payments, the state and the union agree</p>	<p>Union's Section 2 – Proposes each December, employees <u>will have</u> the option of receiving a cash payout of up to 24 hours of annual leave, and all unused special compensatory leave earned after July 1, 2012.</p> <p>Union's Section 4 – Proposes the granting of merit pay increases should be awarded fairly and be distributed proportionately to all members of a work unit who have achieved outstanding or commendable performance; supervisors will be required to document the objective criteria used for awarding merit pay increases.</p>	



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Article	State's Last Proposal	Union's Last Proposal	Comments
25 – Wages (continued)	that the increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2014-2015 General Appropriations Act, or any other relevant statutes.		
27 – Health Insurance	State Proposal of February 6, 2014: Proposes all state-sponsored standard health plans will be amended to include the following additional provision: The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contributions adjustments, shall be provided to the		

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Article	State's Last Proposal	Union's Last Proposal	Comments
27 – Health Insurance (continued)	EOG by July 1, 2014, to allow for necessary and timely approvals by the LBC for statewide implementation on January 1, 2015.		

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POLICE BENEVOLENT  
ASSOCIATION-  
SPECIAL AGENT UNIT

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

**SECTION 1 – Definitions**

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

(B) The term “Grievance Representative” as used in this Agreement, shall mean an employee who has been designated by the President of the Association 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 Association has been selected as the employee’s representative.

**SECTION 2 – Representation**

(A) The Association shall select one employee as an Association Grievance Representative per region as defined by the Florida Department of Law Enforcement, “FDLE”, and shall furnish to the state and keep up-to-date a list of all such employees authorized to act as Grievance Representatives. In addition, the Association shall furnish to the state and keep up-to-date a list of Association Staff Representatives. The state will not recognize a grievance or staff representative whose name does not appear on the appropriate list. Where Association representation is requested by an employee, the representative shall be a person so selected and designated by the Association.

(B) 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 – Representative Access**

The state agrees that accredited representatives of the Association shall have access to the premises of the state which are available to the public. If any area of the state’s premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and shall be restricted to matters related to the application of this Agreement.

**SECTION 4 – Academy Access**

Where the agency operates its own Academy and conducts entry-level Special Agent training, a representative of the Association, accompanied by a representative of the Executive Director of the FDLE, “Executive Director”, will be permitted to address each entry-level Special Agent class during class time to provide each recruit a copy of the current Special Agent

**For the State**

**For the PBA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

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Date

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Date

Unit Agreement and to discuss the provisions of that Agreement. This presentation will not last longer than 30 minutes unless a longer period is agreed to by the Association and the agency, and may be made only once per class at a time mutually selected in advance by the Association, the representative of the Executive Director, and the Special Agent Unit Head or designee.

It is understood by the parties that the Association will not use this time to solicit new members. Any violation of this provision may result in the revocation of this section of the Agreement.

### **SECTION 5 – Consultation**

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

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

(C) Upon request by the designated Association Staff Representative, but 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 and not more than two Association representatives 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 working hours of any ~~employee~~ participant, such ~~participant shall be granted administrative leave for that purpose~~ hours shall be deemed time worked. Attendance at the consultation meeting outside of a participant's regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and agency law enforcement activities which affect employees, and no such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than three calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

### **SECTION 6 – Bulletin Boards**

(A) Where requested in writing, the state agrees to furnish in a permanent state-controlled

**For the State**

**For the PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

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Date

facility to which any employees are assigned, wall space not to exceed 24 x 36 inches for Association-purchased bulletin boards of an equal size. Where the Association currently maintains bulletin boards, that practice shall continue.

(B) When requested in writing, the state agrees to furnish at an academy in an agency-controlled facility, wall space not to exceed 24 x 36 inches for an Association-purchased bulletin board.

(C) The use of Association bulletin board space is limited to the following notices:

- (1) Recreation and social affairs of the Association,
- (2) Association meetings,
- (3) Association elections,
- (4) Reports of Association committees,
- (5) Association benefit programs,
- (6) Current Association contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of Association members.

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

(E) Notices posted must be dated and bear the signature of the Association's authorized representative.

(F) A violation of these provisions by an Association authorized representative shall be a basis for removal of bulletin board privileges by the DMS.

#### **SECTION 7 – Employee Lists**

~~(A) Upon request of the designated Association Staff Representative, the state will, on no more than a quarterly basis, provide the Association with a list giving the name, work address on file, classification title, and gross salary for each employee.~~

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

(B) It is the state's policy to protect employee data exempt from public access under the provisions of Florida Statute 119.071(4) from inadvertent or improper disclosure. Such data include home addresses, telephone numbers, 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

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Date

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Date

third party and may not be used by an entity or individual for any purpose other than Union business.

(B C) When an employee resigns, is terminated, retires normally, is retired by disability, or is transferred, promoted or demoted out of the bargaining unit, the state shall promptly notify the Association.

### **SECTION 8 – Occupation Profiles and Rules**

(A) The state will maintain on the DMS’ 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 DMS shall notify the Association in writing of the proposed changes. This procedure shall not constitute a waiver of the Association’s right to bargain over such matters in accordance with Chapter 447, Part II, Florida Statutes and applicable law. The Association shall notify the DMS in writing within seven calendar days of its receipt of written notification, of its comments concerning the proposed change(s) or its desire to discuss the proposed change(s). Failure of the Association to notify the DMS within the specified period shall constitute a waiver of the right to discuss the change(s).

### **SECTION 9 – 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 any other level of state government.

(B) The Association may designate certain employees 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. No more than three employees that may attend a preparatory meeting or negotiating session. 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

**For the State**

**For the PBA**

\_\_\_\_\_  
Michael Mattimore  
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\_\_\_\_\_  
Date

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Date

preparatory meetings or negotiating sessions.

(C) The selection of an employee shall not unduly hamper the operations of the work unit.

**SECTION 10 – Change to Policies**

(A) The state shall provide reasonable notice to the Association of amendments to existing policies that result in a change to a mandatory subject of bargaining.

(B) After notice, the Association may consult with the agency on a change to a mandatory subject of bargaining provided that the Association makes a request in a reasonable timeframe. If consultation is unsuccessful, the matter will be referred to the DMS to bargain over the proposed change.

(C) Where the proposed changes affect the entire bargaining unit and relate to mandatory subjects of bargaining, the Association and the state shall meet to bargain the proposed changes.

(D) Nothing herein shall preclude the Association from filing a grievance if the proposed changes violate the Agreement.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date



**Article 6**  
**GRIEVANCE PROCEDURE**

It is the policy of the state and the Association to encourage informal discussions of complaints between management and employees ~~covered by this Agreement~~ as well as between supervisors and ~~covered~~ employees. Such discussions should be held with 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) ~~“Employee”~~ “Grievant” shall mean a Special Agent, Special Agent Trainee, or a group of such employees having the same grievance. 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. “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 ~~an employee~~ a grievant or the Association has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the ~~employee grievant~~ or the Association shall elect at the outset which procedure is to be used and such election shall be binding on the ~~employee grievant~~ or the Association. 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 other initial written step if authorized by the provisions of this Article) whether he

**For the State**

**For the PBA**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

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Gene “Hal” Johnson  
General Counsel and Chief Negotiator

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Date

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Date

shall be represented by the Association. When the employee grievant has elected Association representation, both the employee grievant and the Association 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 Association Grievance Representative, and any decision agreed to by the state and the Association shall be binding on the employee grievant.

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

### **SECTION 3 – Procedures**

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

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

(C) Except for suspensions, 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. The employee shall notice the agency head or ~~his~~ designated representative, in writing, of his intention to grieve, or appeal a suspension to the Public Employees Relations Commission, within ten days of the receipt of the final notice from the agency. Suspensions shall not be imposed until the final disposition of a grievance or appeal, if any, except where such suspension is made pending the outcome of a criminal investigation. The employee's failure to notify the agency of his intention to grieve or appeal shall permit the agency to proceed with the suspension.

(D) After a grievance is presented, no new violation or issue can be raised unless the parties agree in writing to revise or amend the alleged violations or issues, or upon a party's showing of good cause for the consideration of such new issue, but in no event later than the filing of a grievance at Step 3. 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

**For the State**

\_\_\_\_\_  
Michael Mattimore  
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\_\_\_\_\_  
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General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

employee grievant, 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 to Arbitration shall not establish a precedent binding on either the Association or the state in other cases.

(F) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular working hours of any required participant the grievant, a representative of the grievant, or any required witnesses, such participant shall be excused without loss of pay for that purpose hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of the 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 union.

(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.

(1) Oral Discussion

(a) An employee having a grievance may, within ~~14~~ 15 days following the occurrence of the event giving rise to the grievance, present the grievance orally, for informal discussion, to the management representative who has the authority to adjust the grievance, or may file a written grievance at Step 1. The management representative shall make every effort to resolve the grievance promptly, and shall communicate a decision to the grievant and designated representative, if any, within 10 days following the date the grievance is received at the Oral Step.

(b) If the grievance is not resolved by such informal discussion, the employee grievant may, within ~~14~~ 10 days following the date of that discussion, submit a written grievance at Step 1 of this procedure.

(2) Step 1

(a) If the employee 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 ~~14~~ 15 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the employee grievant or designated representative shall submit to the Step 1 Management Representative 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

**For the State**

**For the PBA**

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Date

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Date

communicate a decision in writing to the employee grievant and to the Association Grievance Representative, if any, within ~~14~~ 10 days following receipt of the written grievance form.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee grievant or designated representative may submit it in writing to the agency head or designated representative within ~~14~~ 10 days following receipt of the decision at Step 1. 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. The agency head or designated representative may meet with the employee, and/or with an Association Grievance Representative, at the employee's option, to discuss the grievance.

(b) The agency head or designated representative shall communicate a decision in writing to the employee grievant and to the Association Grievance Representative within ~~21~~ 15 days following receipt of the written grievance.

(4) Step 3 – Contract Language Disputes

~~Step 3 shall serve as the final and binding step for all matters which are grievable, but not arbitrable, under this Agreement.~~

(a) ~~If the 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 employee grievant or designated representative may submit the grievance it in writing on the appropriate form as contained in Appendix B of this Agreement, to the DMS within 14 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1 above.~~

~~(b) The DMS may shall meet with the Association Staff Representative discuss the grievance with the Association Grievance Representative, or grievant or his representative if not represented by the Association, or designee to discuss the grievance. The DMS shall communicate a decision in writing to the employee grievant and to the designated Association Staff Representative within 21 15 days following receipt of the written grievance.~~

(5) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to

**For the State**

**For the PBA**

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be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

(6) Step 4 – Arbitration

(a) If the 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 3 2, the Association representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 14 10 days following receipt of the decision at Step 3 2. If a contract language dispute as described in (4) above, is not resolved at Step 3, the Association representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial written step, the Association refused to represent the employee grievant because he was not a dues-paying member of the Association, the employee grievant may appeal the grievance to arbitration.

(b) The arbitrator shall be one person from a panel of three permanent arbitrators, ~~mutually~~ selected by the state and the Association to serve in rotation for any case or cases submitted. The DMS' Arbitration Coordinator shall facilitate the scheduling of all arbitration hearings schedule the arbitration hearing with the state and the Association representatives and the arbitrator listed next on the panel in rotation, and shall coordinate the arbitration hearing time, date, and location.

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

(d) 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)(b) above), who is available to schedule a hearing and render a decision within ~~20~~ 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)(b) of this Article to conduct a hearing on the substantive issue(s).

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

(e) 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. As an exception to this scheduling requirement, a A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline. The Arbitration Coordinator shall schedule ~~Arbitration hearings shall be held~~ at times and locations agreed to by the parties. Under normal circumstances hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities.

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

1. The arbitrator shall issue a decision not later than ~~30~~ 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 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.

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.

**For the State**

**For the PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date

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.

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. ~~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 and in no event more than the time limits permitted for initiation of the grievance 15 days prior to the date the grievance was initially filed.

b. ~~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 and/or unemployment compensation received by the employee during the period of time affected by the award. If the Association is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five month period described in (6)(e). above, whichever is later, and the rescheduled date.~~

(g) ~~The reasonable 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. The arbitrator shall submit his fee and expense 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).

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

**For the State**

**For the PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
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Date

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Date

**SECTION 4 – Time Limits**

(A) Failure to initiate a grievance within the time limits in Section 3 above 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 limits shall permit the ~~employee grievant~~, or the Association where appropriate, to proceed to the next step. A Step 2 or Step 3 answer that is not received by the Association by the written, agreed-to deadline does not alter the time limits for appealing the grievance 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 any specific instance, by mutual agreement.

(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) on behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, an appeal, an administrative action before a government board or agency, or a court proceeding, brought by an 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 Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as set forth in Step 1 within ~~14~~ 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. Such grievance shall not include disciplinary actions taken against an employee. The Association's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within ~~14~~ 15 days of the occurrence of the event giving rise to the grievance.

(~~3~~ C) An employee who has not attained permanent status in his current position may

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**For the PBA**

\_\_\_\_\_  
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Date

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Date



only file non-discipline grievances to Step 3, unless the processing of such grievances is further limited by specific provisions of this Agreement.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Date

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\_\_\_\_\_  
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General Counsel and Chief Negotiator

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Date

**Article 7**  
**INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION**

**SECTION 1 – Internal Investigations**

(A) The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the state has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the state reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with the law.

(B) When an allegation is made against an employee, the state will make every reasonable effort to ensure that the allegation and related statements are reduced to writing, under oath, and signed. An internal investigation may be opened on the basis of an anonymous or unwritten complaint if, following a preliminary review of the allegations, the agency determines there is a reasonable basis to initiate the investigation.

(C) An employee while under investigation and subject to interrogation by members of the FDLE for any reason which could lead to disciplinary action, demotion, or dismissal, shall be interrogated under the conditions as established, and shall have the rights and privileges afforded, by sections 112.532 and 112.533, Florida Statutes. Failure of the Department to comply with sections 112.532 and 112.533, Florida Statutes, shall be subject to the grievance procedure in Article 6, but only through Step 3.

(D) In cases where the FDLE 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 pending investigation. Such leave shall be in accordance with Rule 60L-34, Florida Administrative Code.

(E) 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 responses during an investigation of a complaint or allegation.

(F) Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews. Nothing in this section shall obligate the state to violate or act in a manner contrary to Chapter 119, Florida Statutes.

(G) The state shall ensure that persons who investigate charges against law enforcement

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\_\_\_\_\_  
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Date

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Date

employees are aware of, and in good faith abide by, the requirements of sections 112.532 and 112.533, Florida Statutes.

**SECTION 2 – Disciplinary Action**

(A) An employee who has attained permanent status in his current position may be disciplined only for cause. 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. The agency head shall ensure that all employees of the agency have reasonable access to the agency’s personnel manual.

(B) 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 parties at an administrative hearing involving an employee’s discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.

(C) The agency may have special compensatory leave or annual leave equal to the length of a disciplinary suspension deducted from an employee’s leave balance in lieu of serving the suspension. An employee may indicate his preference as to whether to serve the suspension or to have special compensatory leave or annual leave deducted, which preference shall be taken into consideration by the agency in making its decision. 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.

(D) If filed within 21 calendar days following the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, an employee with permanent status in his current position may appeal a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal to the Public Employees Relations Commission under the provisions of section 110.227(5) and (6), Florida Statutes. In the alternative, such actions may be grieved at Step 2 and processed through the Arbitration Step without review at Step 3, in accordance with the grievance procedure in Article 6 of this Agreement.

(E) 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.

(F) Oral reprimands are not grievable. A written reprimand shall be subject to the grievance procedure in Article 6 if the employee has attained permanent status in his current

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\_\_\_\_\_  
Michael Mattimore  
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Date

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Date

position; the decision is final and binding at Step ~~3~~ 2.

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

(H) An employee may request that an Association Staff 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, demotion, or dismissal of the employee is being considered.

(I) An oral reprimand shall not be considered in determining progressive discipline, provided that the employee is not disciplined for the same offense during the succeeding 12 months from the date of issuance, and a written reprimand shall not be considered in determining progressive discipline, provided that the employee is not disciplined for the same offense during the succeeding 24 months from the date of issuance, and further provided that the oral or written reprimands were not for a major offense which could have resulted in the employee's dismissal.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Date

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

**Article 8**  
**WORKFORCE REDUCTION**

**SECTION 1 – Layoffs**

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

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

(2 B) Layoff shall be by class or occupational level within the Special Agent unit.

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

(4 D) 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 selective competition criteria.

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

(a 1) Length-of-service retention points shall be based on one point for each month of continuous service in a Career Service position based on the five years immediately prior to the agency's established cutoff date for the determining layoff.

(1 a) 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 if such break is not in excess of 31 calendar days.

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

(3 c) 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 between services is more than 31 days. Only the time spent in Career Service is counted in calculating retention points.

(b 2) 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 from the length of service points for each month in which performance was below standards. In the case of reassignment or demotion to a class within a series, reduction of retention points shall be calculated in the same manner for a class in a series as for a class outside a series.

**For the State**

**For the PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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\_\_\_\_\_  
Date

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Date

(6 F) 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 G) 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 H) 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 I) 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 1) The employee with the longest service in the affected class.

(b 2) The employee with the longest continuous service in the Career Service.

(c 3) The employee who is entitled to veterans' preference pursuant to section 295.07(1), Florida Statutes.

(10 J) 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 reassignment, lateral action, or demotion to another position within the competitive area in lieu of layoff.

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

(12 L) 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 procedures provided in this section.

(13 M) If an employee requests a reassignment, lateral action, 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.

**For the State**

**For the PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date

## SECTION 2 – Recall

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

(1 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 employment shall forfeit any rights to subsequent placement offers as provided in this subsection.

(2 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.

~~(3) Under no circumstances is a layoff to be considered a disciplinary action, and in the event an employee elects to appeal the action taken, such appeal must be based on whether the layoff was in accordance with the provisions of this article.~~

## SECTION 3 – Retirement Benefits

Pursuant to section 121.021(38), Florida Statutes, an absence from the employer's payroll for a period not to exceed 12 calendar months due to a layoff shall not constitute a break in the continuous service requirement for special risk members.

## SECTION 4 – Job Security

(A) The state shall make a reasonable effort to notify the Association at least 30 days in advance of classes 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 employees.

(B) At least 30 days prior to effecting a planned organizational change which will result in the movement of positions out of the bargaining unit, or the demotion of employees, the agency will notify the DMS of the changes. If the DMS determines that employees are impacted by the changes, it will notify the Association pursuant to Chapter 447, Florida Statutes.

## SECTION 5 – 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 PBA

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Gene "Hal" Johnson  
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Date

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Date

**Article 9**  
**REASSIGNMENT, LATERAL ACTION, TRANSFER, CHANGE IN DUTY STATION,**  
**PROMOTION**

It is the intent of the state and the Association that the minimum initial service obligation for employees shall be 24 months. Employees who have fulfilled their minimum initial service obligations shall have the opportunity to request ~~reassignment, lateral action,~~ transfer, or change in duty station, ~~or promotion~~ in accordance with the provisions of this Article; however, the state retains the right to determine the nature and location of work assignments based upon staffing needs.

**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 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 with different duties, or to a different broadband level having the same maximum salary.~~

(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.

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

~~(F) “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~~

**For the State**

**For the PBA**

\_\_\_\_\_  
Michael Mattimore  
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Date

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Date



~~responsibility~~

**SECTION 2 – Procedures and Exceptions – Voluntary Reassignment Lateral Action, Transfer, Change in Duty Station**

(A) An employee who has completed the 24 month minimum service obligation in his initial job assignment may apply for a ~~reassignment lateral action, transfer, or change in duty station~~ on a ~~Request for Reassignment Form (supplied by the agency)~~ the appropriate Request Form. Such ~~Requests~~ shall indicate the county(ies) and/or duty station to which the employee would like to be reassigned.

(B) An employee may submit a ~~Request for Reassignment~~ Form at any time; however, all such Requests shall expire on June 30 of each calendar year. ~~Requests for reassignment~~ for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(C) All ~~Request for Reassignment~~ Forms shall be submitted to the appropriate Executive Council member who shall be responsible for furnishing a copy of each such Request to the management representatives who have the authority to make employee hiring decisions in the county and duty station to which the employee has requested ~~reassignment~~. The employee shall provide a copy of the Request to the Association at the time it is filed with the agency.

(D) Except where a ~~vacancy position~~ is filled by demotion, the management representative having hiring authority for the ~~vacancy position~~ shall give first consideration to those employees who have submitted a ~~Request for Reassignment~~ Form; provided, however, that employees whose ~~Request for Reassignment~~ is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) The hiring authority shall normally fill a ~~vacancy position~~ 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 county in which the vacancy exists. The parties agree, however, that other factors, such as employees' work history and agency needs may be taken into consideration in making the decision as to whether the employee with the greatest length of service in the broadband level will be placed in the ~~vacant~~ position.

(F) If the employee with the greatest length of service in the broadband level is not selected for the ~~vacant~~ position, all employees who have greater length of service in the broadband level than the employee selected shall be notified in writing of the agency's decision with a copy to the Association. Except where agreed otherwise by the Association and the agency, the Executive Director's notification shall contain the reason(s) the less senior applicant was selected.

(G) When an employee has been ~~reassigned~~ appointed pursuant to a Request filed under this Article, all other pending Requests shall be canceled ~~and the employee will not be eligible~~

**For the State**

**For the PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Date

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Date

~~to file another Request~~ ~~No other Request may be filed~~ 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 will not be eligible for consideration for ~~reassignment~~ to the specific broadband level, county(ies), and/or duty station declined for a period of 12 months.

(H) The 24 month service obligation for an initial appointment shall only be waived if the employee is promoted to a position in another location, or if an unusual circumstance or hardship affecting the employee is accepted by the agency as justification for varying the required minimum service, or as otherwise approved by the Executive Director or designee.

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

(A) An employee shall not be required to change residence for the sole purpose of living within a specific county; however, an employee may be required to reside within a reasonable distance of a specific duty station.

(B) Nothing contained in this Agreement shall be construed to prevent the FDLE, at its discretion, from effecting the involuntary ~~reassignment~~ lateral action, transfer, or change in duty station of an employee, at any time, according to the needs of the agency or as authorized by section 110.205(3), Florida Statutes. However, it is understood that the agency will make a good faith effort not to effect an involuntary ~~reassignment~~ lateral action, transfer, or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three months), without first considering Request for ~~Reassignment~~ Forms on file for the county in which the agency need exists.

(C) Except in unusual circumstances, an employee involuntarily transferred will be permitted 90 days to report to the new assignment location. An employee who receives an involuntary change in duty station will be permitted a reasonable time in which to report to the new duty station.

(D) ~~Reassignments~~ Lateral actions, transfers and changes in duty station shall not be utilized as disciplinary sanctions.

**SECTION 4 – Notice**

(A) An employee shall be given a minimum of 14 calendar days' notice prior to the agency effecting any ~~reassignment~~ lateral action, and 30 calendar days' notice prior to the agency affecting a transfer.

(B) Nothing contained in this Agreement shall be construed to prevent the state from

**For the State**

**For the PBA**

\_\_\_\_\_  
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Date

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Date

effecting the involuntary ~~reassignment~~ lateral action, transfer, or change in duty station of an employee during an emergency or as otherwise required to meet urgent law enforcement needs of the state.

(C) When the agency establishes a new position within a broadband level it shall notice all employees of the duties, responsibilities, and qualifications of the position. The procedures established in this Article shall thereafter apply to filling vacancies in such positions.

#### **SECTION 5 – Promotion Appointment to Special Agent**

The state and the Association agree that ~~promotion~~ appointment to Special Agent is to be made based on the employee meeting the qualifications for law enforcement employment set forth in Chapter 943, Florida Statutes, and upon successfully completing additional training required by the agency prior to such appointment. The parties agree that the provisions of the Rules of the State Personnel System will be followed when making such appointments.

#### **SECTION 6 – Probationary Status on Promotion**

(A) An employee who has been appointed to a position shall attain permanent status in that position upon successful completion of the designated probationary period.

(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 held permanent status in the agency in the lower position.

(2) Such a demotion shall not be grievable under Article 6 of this Agreement.

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

#### **SECTION 7 – Relocation Allowance**

An employee who is ~~reassigned or promoted~~ transferred or receives a lateral action, and required by agency policy to relocate his residence shall be granted time off with pay for two work days for this purpose. 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

**For the State**

**For the PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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.

**SECTION 8 – Grievability**

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

(B) An employee complaint concerning the administration of Section 3 of this Article may be grieved in accordance with Article 6 of this Agreement up to and including Step 3 of the grievance procedure. The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance, weight shall be given to the needs of the agency against the hardship on the employee. Complaints concerning transfers, as authorized by section 110.205(3), Florida Statutes, shall not be subject to the grievance procedure.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

**Article 14**  
**PERFORMANCE REVIEW**

(A) Employees shall be evaluated by their immediate supervisors or designated raters, who shall be held accountable for such reviews. Performance reviews shall be conducted in accordance with Rule 60L-35, Florida Administrative Code, Performance Evaluation System.

~~(B) The parties agree that management is required to establish squad level numerical arrest and other case related goals in accordance with legislative direction associated with performance based budgeting. Such goals may be considered for the evaluation of individual performance; however, the primary factor in such evaluation shall be the employee's performance of assigned duties and responsibilities. In accordance with s. 316.640(1), F.S., the agency shall not establish traffic citation quotas as part of its traffic enforcement activities. However, statistical data related to individual employee or unit activities is relevant, and may be considered as one of multiple aspects or factors in assessing the overall effectiveness of traffic enforcement activities.~~

(C) Performance evaluations are not grievable under Article 6 of this Agreement; however a performance evaluation may be contested if it serves, in whole or in part, as the basis for a reduction in base pay, involuntary transfer over 50 miles by highway, suspension, demotion, or dismissal.

(D) An employee who has attained permanent status in his current position shall not be disciplined for poor performance unless the employee has been counseled about the poor performance and provided a reasonable opportunity to correct performance deficiencies.

(E) The use of performance counseling shall not preclude the agency from seeking to discipline the employee for cause based upon specific acts of misconduct.

(F) Employees shall receive an evaluation from the academy upon completion of entry-level Special Agent training. A copy of the evaluation shall be forwarded to the appropriate supervisor.

**For the State**

**For the PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date

**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 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 in which hours worked in the work period exceed the contracted hours. ~~If such approved election is made, the~~ Overtime hours that the employee elects to have will be credited as FLSA compensatory leave credits 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 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.

**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.

**For the State**

**For the PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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Date

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

(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.~~

(1) Agencies may require employees to reduce special compensatory leave balances pursuant to their authority in Rule 60L-34, F.A.C., subject to the provisions of (2) below.

~~(3 2)~~ 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 3)~~ 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 a facility during emergency conditions the employee's assigned office, facility, or region pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

**For the State**

**For the PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 25  
WAGES**

**SECTION 1 – General Pay Provisions - General**

(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.

**SECTION 2 – Variable Compensation Award**

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation for the January 1 through June 30, 2014 evaluation period. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2014-2015 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2014, and are subject to funding as provided in the 2014-2015 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 2014-2015 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 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**

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.

**For the State**

**For the PBA**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel and Chief Negotiator

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Date

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Date



**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 – 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

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Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

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

**SECTION 1 – State Employees Group Insurance Program**

~~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.~~

All state-sponsored standard health plans will be amended to include the following additional provision:

The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contribution adjustments, shall be provided to the Executive Office of the Governor by July 1, 2014, to allow for necessary and timely approvals by the Legislative Budget Commission for statewide implementation on January 1, 2015.

**SECTION 2 – Death In-Line-Of-Duty Benefits**

- (A) Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.
- (B) Education benefits will be as provided in section 112.19, Florida Statutes.
- (C) State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be as provided in section 110.123, Florida Statutes.
- (D) Any complaint or claim by an employee or the Association concerning this section shall not be subject to the grievance procedure of this Agreement.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel and Chief Negotiator

\_\_\_\_\_  
Date

**Florida PBA and  
State of Florida Negotiations**

**November 15, 2013**

**Law Enforcement Bargaining Units: FHP, SA and LEO**

The following collective bargaining agreement provisions are opened for discussion purposes. A comprehensive proposal regarding these provisions and others will be made at a later date.

**Article 25 – Wages:**

The Florida P.B.A. proposes a wage adjustment designed to alleviate, in part, wage inequity issues it has identified in a study performed this year.

- This proposed wage adjustment is in addition to any general adjustment or merit wage bonus adopted by the legislature.

**Article 18/23 – Special Compensatory Leave:**

The Florida P.B.A. 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. Obviously, the holiday pay would be in addition to the regular pay for working on a holiday.

**Article 27 – Insurance Benefits:**

Health insurance benefits and employee contributions would remain unchanged for the upcoming fiscal year.

**Article 14 – Performance Review:**

Numerical arrest citations or violation quotas will not be used in reviewing an employee's performance.

Related Issues: Status of new performance evaluations and negotiations related to them. Status of "merit bonuses" scheduled for June, 2013 and criteria that will be utilized for determining bonus eligibility.

**From:** Hal Johnson [<mailto:hal@flpba.org>]

**Sent:** Monday, January 13, 2014 12:48 PM

**To:** Mattimore, Mike; Parry, Jim

**Cc:** [instruc777@aol.com](mailto:instruc777@aol.com); 'Scott Hoffman'; 'Futch, James'; 'Matt Puckett'; 'Al Shopp'; 'stephanie'; [adrienne@flpba.org](mailto:adrienne@flpba.org)

**Subject:** FW: Law Enforcement Wage Proposal for Fiscal Year 2014-2015

Mike and Jim, as per your request, our wage proposal to the State is attached.

Set out below is the wage proposal for the Florida PBA. The proposal covers all three bargaining units which includes the FHP, LEO and SA units. A more formalized proposal will be presented on January 24, 2014 at our scheduled negotiations.

1. Effective July 1, 2014, eligible bargaining unit employees with an annual base salary of \$39,999 or less (salary as of June 30, 2014) shall receive a competitive pay adjustment of five (5%) to their annual base salary.
2. Effective July 1, 2014, eligible bargaining unit employees with an annual base salary of \$40,000 or more (salary as of June 30, 2014) shall receive a competitive pay adjustment of four (4%) or \$2000 annual adjustment, whichever is greater, to their annual base salary.
3. Funds will be provided as determined by the Florida Legislature to provide discretionary one-time lump sum bonuses in an amount sufficient to recruit retain and reward quality personnel under such terms as established by the legislature.

Information related to the proposal: These proposals are predicated on an estimated 3300 law enforcement personnel in the bargaining unit classifications represented by the PBA. Of this number approximately 1875 officers/sergeants have an annual base salary below the level of \$40,000. The proposed wage adjustment moves them to a salary which is more consistent with other state officers and more competitive with local law enforcement agencies. The cost of funding this proposal is an estimated \$3.5 million dollars.

The four (4%) proposal encompasses the remainder of the bargaining unit, approximately 1433 officers. The rationale for its rests on moving the officers and sergeants to a more competitive wage position with local law enforcement agencies. The cost of funding this proposal is an estimated \$2.3 million dollars.

The continuation of the lump-sum bonus is designed as a personal incentive for officers in order to reward them for work quality performance over and above that of the normal officer.

If you have any questions, please feel free to contact this office at (800) 733-3722, ext. 406.

**Hal Johnson | [hal@flpba.org](mailto:hal@flpba.org)**

**General Counsel**

Florida Police Benevolent Association

**Phone - (800) 733-3722, Ext. 406 | Fax - (850) 561-8898**

Representing Florida's Finest

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**Police Benevolent Association (PBA) - Special Agents CBU 10 Wage Proposals  
Fiscal Year 2014-2015**

Union/Issue	Estimated Cost	Comments
<b>Article 25:</b> Effective July 1, 2014, 5% Competitive Pay Adjustment for unit employees with an annual base salary of \$39,999 or less	\$0	All Special Agents are above \$39,999
<b>Article 25:</b> Effective July 1, 2014, 4% Competitive Pay Adjustment for unit employees with an annual base salary of \$40,000 or more	\$742,147	Costs calculated with a 4% increase on each position's current base rate salary more than \$40,000. Includes filled and vacant positions. Source used for calculation is LAS/PBS (Dec People First). Costing prepared by OPB including retirement and FICA.

**Police Benevolent Association  
Special Agent Unit – State Personnel System  
Current One-Year Agreement Expires June 30, 2015  
Status of Collective Bargaining as of February 6, 2014  
Fiscal Year 2014 – 15 Successor Agreement Negotiations – All Articles Open for Negotiation  
Articles at Impasse: 5, 6, 7, 8, 9, 14, 23, 25, 27**

Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 5 – Employee Representation and Association Activities	<p>State Proposal of January 24, 2014:  Section 5 – Consultations held during regular work hours of a participant are treated as time worked.  Section 7 – 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.</p>		No union proposal.
Article 6 – Grievance Procedure	<p>State Proposal of January 24, 2014:  Section 1 – Defines “Grievant” rather than “Employee”; use business days for calculation of grievance time limits.</p> <p>Section 3 –</p> <ul style="list-style-type: none"> <li>• 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;</li> </ul>		No union proposal.

**Police Benevolent Association  
Special Agent Unit – State Personnel System  
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Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 6 – Grievance Procedure (continued)	<ul style="list-style-type: none"> <li>• the state will not pay the expenses of any participants attending such meetings on behalf of the union;</li> <li>• contract language disputes reviewed by DMS at Step 3; disciplinary grievances are appealed from Step 2 to arbitration without a review at Step 3;</li> <li>• arbitrator’s decision is to be determined by applying a preponderance of the evidence standard;</li> <li>• an award for back pay is to be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits, 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;</li> <li>• 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</li> </ul>		

**Police Benevolent Association  
Special Agent Unit – State Personnel System  
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Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 6 – Grievance Procedure (continued)	of the five month period, and the rescheduled date; <ul style="list-style-type: none"> <li>• transcripts of arbitration hearings are addressed, including allocation of costs associated with court reporter appearance and transcribing and copying transcript;</li> <li>• role of the DMS Arbitration Coordinator is clarified.</li> </ul>		
Article 7 – Internal Investigations and Disciplinary Actions	State Proposal of January 24, 2014: Section 2 – Oral reprimands are not grievable; written reprimands may be grieved by employees with permanent status in their current position and are final and binding at Step 2.		No union proposal.
Article 8 – Workforce Reduction	State Proposal of January 24, 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.		No union proposal.



**Police Benevolent Association  
Special Agent Unit – State Personnel System  
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Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 8 – Workforce Reduction (continued)	<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> <p>Section 5 – Moves grievability of layoff from Section 2 – Recall, to a new Section 5 – Grievability; changes action from “appeal” to “grieve” as workforce reductions are no longer appealable to PERC.</p>		
Article 9 – Reassignment, Transfer, Change in Duty Station, Promotion	<p>State Proposal of January 24, 2014:  Section 1 – Deletes definition of “reassignment” and adds “lateral actions” (see Article 8, Section 1 for definition of “lateral action”), since reassignment no longer applies to this bargaining unit based on the new statutory definition; employee status (probationary or permanent) is retained upon lateral action; deletes definition of “promotion” as there is no promotion in this bargaining unit (only one class).</p>		No union proposal.

**Police Benevolent Association  
Special Agent Unit – State Personnel System  
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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 9 – Reassignment, Transfer, Change in Duty Station, Promotion (continued)	Section 7 – 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.		
Article 14 – Performance Review	State Proposal of January 31, 2014: Section B – In accordance with s. 316.640(1), F.S., the agency shall not establish traffic citation quotas as part of its traffic enforcement activities. However, statistical data related to individual employee or unit activities is relevant, and may be considered as one of multiple aspects or factors in assessing the overall effectiveness of traffic enforcement activities.	Union Conceptual Proposal of November 15, 2013: Proposes numerical arrest citations or violation quotas not be used in an employee's performance expectations.	No contractual language proposal submitted by the union.
Article 23 – Workday, Workweek and Overtime	State Proposal of January 24, 2014: Section 1(D) – An employee who is filling an included position may, if agreed to by the employee and supervisor, waive payment for overtime and elect to have the overtime hours credited to FLSA compensatory leave at the rate of 1 ½ hours for each hour of overtime worked. Such election will apply until changed again, and	Union Conceptual Proposal of November 15, 2013: Proposes a pilot program to pay for hours worked on a holiday or day designated by the Governor as a holiday, in lieu of earning special compensatory leave, for holidays going forward. Current provisions of the collective bargaining agreement would	No contractual language proposal submitted by the union.

**Police Benevolent Association  
Special Agent Unit – State Personnel System  
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Article	State’s Last Proposal	Union’s Last Proposal	Comments
<p>Article 23 – Workday, Workweek and Overtime (continued)</p>	<p>only to workdays starting on the day of the change in which hours worked in the work period exceed the contracted hours.</p> <p>Section 4 – Provides for the earning of special compensatory leave when an employee’s assigned office, facility, or region is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition; <u>deletes</u> current language providing an employee 60 calendar days to use earned special compensatory leave time; <u>deletes</u> current language providing if the employee fails to use earned special compensatory leave during the 60 day period, the supervisor shall schedule the employee to use it; and adds: agencies may require employees to reduce special compensatory leave balances pursuant to their authority in Rule 60L-34, F.A.C., requiring the use of a minimum of 120 hours of special compensatory leave each calendar year or the amount necessary to bring the employee’s balance to 240 hours, whichever is less, prior to the employee using any annual leave.</p>	<p>continue to apply to the use of special compensatory leave earned prior to the pilot.</p>	

**Police Benevolent Association  
Special Agent Unit – State Personnel System  
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<b>Article</b>	<b>State’s Last Proposal</b>	<b>Union’s Last Proposal</b>	<b>Comments</b>
Article 25 – Wages	<p>State Proposal of January 24, 2014:  Section 1 – Proposes pay shall be in accordance with the Fiscal Year 2014-2015 General Appropriations Act; 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.</p> <p>Section 2 – Proposes Variable Compensation Award as provided in the Governor’s Budget Recommendations.</p> <p>Section 3 – Proposes Temporary Special Duties Pay Additive for employees 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 – Proposes employees may be given the option of receiving a payout of up to 24 hours of annual leave each December in accordance with Section 110.219(7), F.S., subject to available funds.</p>	<p>Union Proposal of January 13, 2014:  5% competitive pay adjustment for unit employees with an annual base salary of \$39,999 or less, effective July 1, 2014;  4% competitive pay adjustment for unit employees with an annual base salary of \$40,000 or more, effective July 1, 2014;  competitive pay adjustment in addition to any general wage or merit increases provided by the legislature.</p>	Cost estimate: \$742,147

**Police Benevolent Association  
Special Agent Unit – State Personnel System  
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Articles at Impasse: 5, 6, 7, 8, 9, 14, 23, 25, 27**

Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 25 – Wages (continued)	<p>Section 5 – Proposes 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 6 – Proposes 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 7 – Proposes that in the event the 2014 Legislature provides different funding or eligibility provisions for the above-referenced pay increases and payments, the state and the union agree that the increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2014-2015 General Appropriations Act, or any other relevant statutes.</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 6, 2014  
Fiscal Year 2014 – 15 Successor Agreement Negotiations – All Articles Open for Negotiation  
Articles at Impasse: 5, 6, 7, 8, 9, 14, 23, 25, 27**

<b>Article</b>	<b>State’s Last Proposal</b>	<b>Union’s Last Proposal</b>	<b>Comments</b>
Article 27 – Insurance Benefits	State Proposal of February 6, 2014: Proposes all state-sponsored standard health plans will be amended to include the following additional provision: The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contributions adjustments, shall be provided to the EOG by July 1, 2014, to allow for necessary and timely approvals by the LBC for statewide implementation on January 1, 2015.	Union Conceptual Proposal of November 15, 2013: Proposes no change to the health insurance benefits and employee contributions.	No contractual language proposal submitted by the union.

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POLICE BENEVOLENT  
ASSOCIATION-  
LAW ENFORCEMENT UNIT

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**Article 5**  
**EMPLOYEE REPRESENTATION AND PBA ACTIVITIES**

**SECTION 1 – Definitions**

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

(B) The term “Grievance Representative”, as used in this Agreement, shall mean an employee designated by the President of the PBA to represent a grievant at Step 1 meetings on grievances which have been properly filed under Article 6 of this Agreement, where the PBA has been selected as the employee’s representative.

**SECTION 2 - Representation**

(A) The PBA shall select a reasonable number of PBA Grievance Representatives, and shall furnish to the state and keep up-to-date a list of employees authorized as Grievance Representatives. The state will not recognize a grievance or staff representative whose name does not appear on the list. The PBA shall furnish to the state and keep up-to-date a list of PBA Staff Representatives. Where PBA representation is requested by an employee, the representative shall be a person designated by the PBA.

(B) Where PBA representation is not requested by the employee, the PBA shall be notified of, and be given an opportunity for a Staff Representative to be present at meetings concerning the grievance.

**SECTION 3 - Representative Access**

The state agrees that recognized representatives of the PBA shall have access to the premises of the state which are available to the public. If an area of the state's premises is restricted to the public, permission must be requested to enter the area; such permission will not be unreasonably denied. Access shall be during the regular working hours of the employee and shall be restricted to matters related to the application of this Agreement.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene “Hal” Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date



**SECTION 4 - Documents**

(A) The state shall provide the PBA with the following:

(1) When agencies send out information which affects an employee's terms and conditions of employment covered by this Agreement or which could affect the application or interpretation of this Agreement, the PBA will be sent the information.

(2) Each agency shall furnish the PBA a current copy of the agency's rules, regulations and policies which affect employees' terms and conditions of employment covered by this Agreement which are not included in the Rules of the State Personnel System. Changes and updates shall be furnished to the PBA as they occur. If an agency publishes and timely maintains on the agency's website the documents referenced in this Section for use by employees, the documents on the agency's website shall serve as the copies furnished to the PBA. This does not relieve the affected agency of the duty to notify the PBA as changes and updates occur.

(B) The state shall provide each employee with the following:

(1) Access to a copy of the Rules of the State Personnel System; and

(2) Access to a copy of agency rules, regulations or policies which affect the employee's salary, benefits or terms and conditions of employment. Employees will be notified of changes and updates as they occur.

**SECTION 5 - Consultation**

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

(B) Upon request by the designated PBA Staff Representative, but not more often than once in each calendar month, the Agency Head and/or designated representatives shall make a good faith effort to meet and consult with not more than two PBA representatives from the

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Agency and PBA Staff Representative. Meetings shall be held at a time and place designated by the Agency Head.

(C) Upon request by the designated PBA Staff Representative, but 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 PBA Staff Representative and not more than two PBA representatives from the Agency. Meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

(D) 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 working hours of any employee participant, such the employee shall be excused without loss of pay for that purpose hours shall be deemed time worked. Attendance at the consultation meeting outside of a participant's regular working hours shall not be deemed time worked.

(E) The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement and agency law enforcement activities which affect employees, and no 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.

## **SECTION 6 - Bulletin Boards**

(A) Where requested in writing, the state agrees to furnish in a permanent state - controlled facility to which employees are assigned, wall space not to exceed 24" x 36" for PBA-purchased bulletin boards.

(B) When requested in writing, the state agrees to furnish at an academy in an agency-controlled facility, wall space not to exceed 24" x 36" for a PBA - purchased bulletin board.

(C) The PBA bulletin boards shall be used only for the following notices:

(1) Recreation and social affairs of the PBA,

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

- (2) PBA meetings,
- (3) PBA elections,
- (4) Reports of PBA committees,
- (5) PBA benefit programs,
- (6) Current PBA contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of PBA members.

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

(E) Notices posted must be dated and bear the signature of the PBA's authorized representative.

(F) A violation of these provisions by a PBA authorized representative shall be a basis for removal of bulletin board privileges by the Department of Management Services.

(G) Agencies shall cooperate with the PBA to maintain PBA bulletin boards free of postings by non-PBA individuals or organizations.

#### **SECTION 7 - Employee Lists**

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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

(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, 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.

### **SECTION 8 7 - Occupational Profiles and Rules Maintained**

The state will maintain on the Department of Management Services' website the occupational profiles and the Rules of the State Personnel System.

### **SECTION 9 8 - Negotiations**

(A) The PBA agrees that all collective bargaining is to be conducted with state representatives designated for that purpose by the Governor, as chief executive officer. Negotiating meetings shall be held in Tallahassee unless the state and the PBA 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 PBA at other levels of state government.

(B) The PBA may designate up to eight employees to attend each single-day session as Negotiation Committee members who will be granted administrative leave to attend negotiation sessions with the state. If travel to and from negotiations unavoidably occurs on work days immediately preceding or following a day of negotiation, employees shall be eligible to receive administrative leave on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. If the PBA chooses to hold a negotiation preparatory meeting on the calendar day immediately preceding a scheduled negotiation session, negotiation committee members will be granted administrative leave for attendance at the meeting. Administrative leave for travel time to the preparatory meeting is limited to the day of the preparatory meeting. No employee shall be credited with more than the number of hours in the employee's regular workday for a day the employee is attending negotiations or traveling to or from negotiations. 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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

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) The selection of an employee shall not unduly hamper the operations of the work unit. No more than one employee per agency shall attend a single day session.

**SECTION 10 9 – Changes To Policies**

(A) The state shall provide reasonable notice to the PBA of amendments to existing policies that result in change in a mandatory subject of bargaining.

(B) After notice, the PBA may consult with an agency on a change in a mandatory subject of bargaining provided that the PBA makes a request in a reasonable timeframe. If consultation is unsuccessful, the matter will be referred to the Department of Management Services to bargain over the proposed change.

(C) Where the proposed changes affect the entire bargaining unit and relate to mandatory subjects of bargaining, the PBA and the state shall meet to bargain the proposed changes.

(D) Nothing herein shall preclude the PBA from filing a grievance if the proposed changes violate the Agreement.

(E) The PBA acknowledges that certain proposed changes require an expedited response and may be implemented without undue delay in those instances where there is a waiver, exigent circumstances, or satisfaction of bargaining to resolution or impasse.

**SECTION 11 10 – Academy Access**

Where the agency operates its own Academy and conducts entry-level law enforcement training, the PBA will be notified of the date, time and location of the training, and the parties will determine the date and time the PBA will be granted Academy access. A representative of the PBA, accompanied by the head of the Academy, will be permitted to address each entry-level law enforcement class during class time, to issue to each recruit a copy of the current PBA Agreement, to discuss the provisions of that Agreement and to describe the organization and benefits. The presentation will not last longer than 30 minutes, unless a longer period is agreed

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

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Date

to by the PBA and the agency, and may be made only once per class at a time selected in advance by the PBA, the representative of the head of the Academy, and the agency head or designee.

It is understood by the parties that the PBA will not use this time to obtain executed applications for membership or dues deduction.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

**Article 6**  
**GRIEVANCE PROCEDURE**

It is the policy of the state and the PBA to encourage informal discussions of complaints between management and ~~supervisors~~ employees covered by this Agreement, as well as between ~~these 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 this Agreement.

(B) ) ~~“Employee”~~ “Grievant” shall mean a law enforcement employee or a group of law enforcement employees having the same grievance. 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 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).

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene “Hal” Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

## SECTION 2 – Election of Remedy and Representation

(A) If an ~~employee~~ a grievant or the PBA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the ~~employee grievant~~ or the PBA shall elect at the outset which procedure is to be used and such election shall be binding on the ~~employee grievant~~ or the PBA. 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 other initial written step if authorized by the provisions of this Article) whether he shall be represented by the PBA. When the ~~employee grievant~~ has elected PBA representation, the ~~employee grievant~~ and the PBA Grievance Representative shall be notified of any Step 1 meeting. Written communication concerning the grievance or its resolution shall be sent to the ~~employee grievant~~ and the PBA Grievance Representative, and the decision agreed to by the state and the PBA shall be binding on the ~~employee grievant~~.

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

## SECTION 3 – Procedures

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. 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.). Documents received after business hours shall be considered received the next business day.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date



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

(C) The filing or pendency of 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) After a grievance is presented, no new violation or issue can be raised unless the Parties agree in writing to revise or amend the alleged violations or issues, or upon a party's showing of good cause for the consideration of such new issue, but in no event later than the filing of a contract language grievance at Step 3, or the filing of a disciplinary grievance at Step 2. 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~~, 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 to Arbitration shall not establish a precedent binding on either the PBA or the state in other cases.

(F) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular working hours of any required participant, the grievant, a representative of the grievant, or any required witnesses, the participant shall be excused without loss of pay for that purpose. such hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of ~~the 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 union. All grievance meetings shall be held at times and locations agreed to by the parties except that, 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) 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~~

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

~~p.m.) Documents received after business hours shall be considered received the next business day.~~

**(1) Step 1.**

(a) An employee having a grievance may, within ~~14~~ 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance, submit a grievance at Step 1. In filing a grievance at Step 1, the employee grievant or designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement setting forth specifically the ~~known~~ complete 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 cause and requests the grievant to be made whole.

(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the employee grievant and to the PBA Grievance Representative, if any, within ~~14~~ 10 days following receipt of the written grievance ~~form~~. If the 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 designated representative may submit it to the Agency Head or designated representative within ~~14~~ 10 days following receipt of the decision at Step 1.

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

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

(a) If a grievance concerning the interpretation or application of this Agreement, other than a ~~disciplinary~~ grievance alleging that a disciplinary action (reduction in

**For the State**

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Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

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 PBA Grievance designated Representative may submit it 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 14 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1 above.

(b) The Department of Management Services shall ~~meet with~~ discuss the grievance with the employee and/or the PBA Grievance Representative, or grievant or his representative if not represented by the PBA, if any, to discuss the grievance, and The DMS shall communicate a decision in writing to the grievant and to the PBA designated representative within 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) after it has been submitted to arbitration but before the arbitration hearing. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

#### **(5) Arbitration**

(a) If a ~~disciplinary~~ 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 PBA representative may appeal the grievance in writing 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 PBA representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 14 10 days following receipt of the decision at Step 3. If,

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

at the initial written step, the PBA declined to represent the employee grievant because he was not a member of the PBA, the employee grievant may appeal the grievance to arbitration. The appeal to arbitration shall be filed with the Department of Management Services on the form contained in Appendix C of this Agreement 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 one person from a panel of four arbitrators selected by the Parties. The Department of Management Services' Arbitration Coordinator shall facilitate the scheduling of all arbitration hearings, schedule the arbitration hearing with the state and PBA representatives and the arbitrator listed next on the panel in rotation and shall coordinate the arbitration hearing time, date, and location.

(c) 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 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. As an exception to this scheduling requirement, a A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline. The Arbitration Coordinator shall schedule A arbitration hearings shall be held at times and locations agreed to by the parties, taking into account the availability of evidence, location of witnesses and existence of appropriate facilities, as well as other relevant factors;- however, unless agreed otherwise, all hearings shall be held within 50 miles of the grievant(s)' place of work.

(d) 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 ~~20~~ 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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

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 (5)(b) of this Article to conduct a hearing on the substantive issue(s).

(e) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the state, the PBA, 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 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 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 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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

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.

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.

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. ~~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.

b. ~~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 Association is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five month period described in (5) (c), above, whichever is later, and the rescheduled date.~~

(f) The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The arbitrator shall submit his fee and expense statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract. Should the arbitrator fashion an award in

For the State

For the PBA

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
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\_\_\_\_\_  
Date

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Date

such a manner that the grievance is sustained in part and denied in part, the state and the PBA will evenly split the arbitrator's fee and expenses.

(g) 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 g) The PBA 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 PBA, 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 PBA 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 PBA.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
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\_\_\_\_\_  
Date

(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 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 PBA 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 PBA'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 or, where more than one agency is implicated, Step 3 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.

(~~3~~ C) An employee who has not attained permanent status in his current position may only file non-discipline grievances to Step 3, unless the processing of such grievances is further limited by specific provisions of this Agreement.

#### **SECTION 6 – Expedited Arbitration**

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the PBA may request expedited arbitration of a grievance. Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used upon agreement of the parties.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date



(2) The arbitrator is designated by rotation from the list of four permanent arbitrators.

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all provisions of section 3(H)(5) of this procedure shall be applicable.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

**Article 8**  
**WORK FORCE REDUCTION**

**SECTION 1 - Layoffs**

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

(1) The competitive area within which layoffs will be affected shall be defined as statewide within each agency.

(2) Layoff shall be by occupational level within the Law Enforcement 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 broadband 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 position shall be ranked on a layoff list based on the total retention points derived as follows:

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

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

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

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service

**For the State**

**For the PBA**

\_\_\_\_\_  
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\_\_\_\_\_  
Date

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Date

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 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 broadband level 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 broadband level.
- (b) The employee with the longest continuous service in the Career Service.
- (c) The employee who is entitled to veteran's preference pursuant to section 295.07(1), 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 7 seven calendar days after receiving the notice

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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\_\_\_\_\_  
Date

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Date

of layoff, the employee shall have the right to request, in writing, a reassignment, lateral action, or demotion ~~demotion or reassignment~~ within the competitive area in lieu of layoff to a position in a broadband level within the bargaining unit which the employee held permanent status, or to a position at the level of or below the current level in the bargaining unit in which the employee held permanent status. Such request must be in writing and reassignment or demotion cannot be effected to a higher broadband level.

(11) An employee's request for reassignment, lateral action, or demotion ~~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, lateral action, or demotion under the procedure as provided in this section.

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

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

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

## **SECTION 2 - Recall**

(A) For a period of six calendar months following layoff, when a vacancy occurs or a new position is established, laid off employees with the highest number of retention points shall be notified and permitted the opportunity to apply.

(B) Any appointment offer by the employing agency shall be subject to agency needs and sufficient funds and salary rate for the vacant position.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

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Gene "Hal" Johnson  
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\_\_\_\_\_  
Date

(C) For one year following layoff, ~~Employees~~ who are reemployed after layoff in a position in the broadband level from which the employee was laid off shall be reemployed with permanent status.

(D) 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 3 - Retirement Benefits**

Pursuant to section 121.021(38), Florida Statutes, an absence from the employer's payroll for a period not to exceed 12 calendar months due to a layoff shall not constitute a break in the continuous service requirement for special risk members.

### **SECTION 4 - Job Security**

(A) The state shall notify the PBA at least 30 days in advance of a layoff involving positions within the bargaining unit. 30 days prior to the actual layoff decision, the state will meet and negotiate with the PBA over the necessity of the layoff, alternatives to the proposed layoff and like and related matters. However, these negotiations shall not delay the implementation of layoffs after completion of the 30 days bargaining period. The PBA will not pursue statutory impasse resolution procedures after the satisfaction of this bargaining obligation.

(B) At least 30 days prior to effecting a planned organizational change which will result in the movement of positions out of the bargaining unit, or in the demotion of employees, the agency will notify the Department of Management Services of the changes. If the Department of Management Services determines that employees are impacted by the changes, it will notify the PBA pursuant to Chapter 447, Florida Statutes.  
shall not apply.

### **SECTION 5 – 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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
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General Counsel  
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\_\_\_\_\_  
Date

the layoff was in accordance with the provisions of this article.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
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Date

**Article 9**  
**REASSIGNMENT, LATERAL ACTION, TRANSFER, CHANGE IN DUTY STATION,  
AND PROMOTION**

Employees who ~~are~~ have attained permanent status in their current position shall have the opportunity to request reassignment, lateral action, transfer or change in duty station to and be selected for vacant positions in their current class within the respective agency, and promotions vacancies 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 moving 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 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~~

(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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
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General Counsel  
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\_\_\_\_\_  
Date

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

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

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

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

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

(G) (F) “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.

(H) (G) “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 – Reassignment, Lateral Action, Transfer, Change in Duty Station**

(A) An employee who ~~has attained~~ is permanent status in his current position may apply for request a reassignment, lateral action, transfer, or change in duty station on a ~~Request for Reassignment Form (supplied by the agency)~~ the appropriate Request Form. Such Requests shall indicate the county(ies), duty station and/or shift(s) to which the employee would like to be

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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\_\_\_\_\_  
Date

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Date



reassigned. When the employee requests reassignment, a State of Florida Employment Application Form must be completed and sent with the appropriate Request Form for Reassignment Form.

(B) An employee may submit a Request ~~for Reassignment~~ Form at any time; however, all such Requests shall expire on June 30 of each calendar year. Requests ~~for reassignment~~ for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(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 Request to the management representatives who have the authority to make employee hiring decisions in the county to which the employee has requested reassignment. The employee shall provide a copy of the Request to the PBA at the time it is filed with the agency.

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

(E) Provided the ~~reassignment~~ appointment is in the best interest of the agency, the hiring authority shall normally fill a ~~permanent vacancy~~ position 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 county in which the ~~vacancy~~ vacant position exists. The Parties agree, however, that other factors, such as employees' work history and agency needs, may be taken into consideration in making the decision as to whether or not 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, the agency shall notify the employee selected with reasons for the selection. Employees with greater length in service will be allowed to obtain a copy of the notice.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

(G) When an employee has been ~~reassigned~~ appointed pursuant to a Request filed under this Article, all other pending Requests shall be canceled, and the employee will not be eligible to file another Request. No other Request may be filed 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 will not be eligible for consideration for reassignment to the county(ies) and/or shift(s) declined, for a period of 12 months.

(H) An employee shall not be required to change residence for the sole purpose of living within a specific county; however, an employee may be required to reside within a reasonable distance of a specific duty station.

(I) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from affecting the involuntary reassignment, lateral action, transfer or change in duty station of an employee according to the needs of the agency. However, it is understood that the agency will make an effort not to affect any involuntary reassignment, lateral action, transfer or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three months), without first considering any Request for ~~Reassignment~~ Forms on file for the county in which the agency need exists.

(J) An employee shall be given a minimum of 14 calendar days' notice prior to the agency affecting any shift change, ~~or reassignment,~~ or lateral action, and 30 calendar days' notice prior to the agency affecting any transfer.

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

### **SECTION 3 - Relocation Allowance**

An employee who is reassigned, transferred, receives a lateral action, or is promoted and who is required by agency policy to relocate his residence shall be granted time off with pay for one work day leave for purposes of relocating his residence. In addition, the employee shall be

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
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\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

granted travel ~~time~~ reimbursement for travel from the old residence to the new location residence 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 4 - Request to Take Promotional Test**

The state and the PBA agree that promotions should be made based on the relative merit and fitness of applicants. Toward the goal of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article along with all provisions of the Rules of the State Personnel System will be followed when making appointments.

(A) If an agency has established a promotional test, an employee who is permanent in his current position may apply to take the promotional test by submitting a Request to Take Test Form to the agency in which the promotional position is located that he wishes to be considered for promotional vacancies. Such request shall indicate the occupational level(s) to which the employee would like to be promoted. If the request is for promotion to a position in the same agency, the employee's eligibility for the occupational level shall be made from information in the employee's personnel file. If the request is for a promotion to a position in any agency other than the agency in which the employee is currently employed, a State of Florida Employment Application Form must be completed and sent with the employee's request for promotional consideration. In such cases, the employee's eligibility shall be determined by the agency by the use of this completed application. Each applicant will be notified of his eligibility or ineligibility for the broadband level(s) applied for.

(B) An employee may submit a request to take a promotional test where established by an agency at any time; however, all such requests must be filed every two years and must be received in the agency personnel office no later than the first business day after January 15 of each calendar year and shall remain effective until revoked by the employee.

(C) If an agency has established a promotional test, by January 15 of each calendar year, the central personnel office of each agency shall provide a "NOTICE OF PROMOTIONAL TEST" containing the following information:

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

- (1) The date(s) of the test(s),
- (2) The city(ies) where the test(s) will be administered,
- (3) The major categories to be covered by each test,
- (4) A bibliography of the sources from which test questions have been taken; e.g., name of textbooks, departmental policies, general orders, special orders, etc.
- (5) The passing grade that must be attained, expressed as a percent (%) of correct answers to the total number of questions graded.

(D) By February 15 of each calendar year, each agency shall furnish to those eligible employees whose test requests are on file in that agency, a copy of the “NOTICE OF PROMOTIONAL TEST”. The respective agency shall be responsible for the administration of the written test no earlier than April 15 of each calendar year and only those employees whose names are furnished to the agency will be eligible to take the promotional test.

(E) Each agency that has established a promotional test and administers a written test shall be responsible for notifying each employee who takes a promotional test of the test results.

(F) When extraordinary circumstances make it necessary to give a promotional test at a time other than as set forth above, the employees will be given adequate notice to prepare for such special test.

## **SECTION 5 - Test Standards and Criteria**

(A) The respective agency shall be responsible for the development of all written promotional tests which shall be based upon a job task analysis of the broadband level of positions being tested and an assessment of the knowledge, skills and abilities necessary to perform the requirements of positions in the occupational level.

(B) Only persons who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, shall be eligible for agency promotional tests.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene “Hal” Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

(C) A one-hour test review will be held at the conclusion of each test session. All challenges to test items must be submitted in writing and received by the respective agency within five days after the date of the test.

### **SECTION 6 - Promotional Lists**

(A) If the agency does not elect to rank employees solely on the basis of a written test, the agency shall establish a promotional list which ranks the employees according to their relative merit and fitness for promotional vacancies in the Law Enforcement Occupation, codes 33-1012, 33-3021 and 33-3051. In addition to the written test score, the agency may, at its discretion, utilize the employee's performance reviews and/or oral interviews in establishing the agency's final promotional list. When performance reviews and/or oral interviews are used in addition to written test scores, the agency shall advise PBA in writing as to the weight the agency proposes to accord to each criteria in establishing the agency promotional list. The PBA may upon request discuss the criteria and weight to be accorded in addition to written test scores. If an agency utilizes oral interviews, it will establish a three member panel, one to be selected by the Agency Head or designee, one by agreement of the parties, and the third to be selected by the PBA, provided that no member of the panel may be an employee covered by this Agreement. Questions asked at an oral interview will be limited to those that are job related and the same questions shall be asked of all applicants.

(B) The agency promotional list shall be effective July 1st of each calendar year. Names shall be retained on the agency's promotional list for a period of one year. Time extensions of said list may be made only by the mutual consent of the parties. When a list is established as a result of a special test being given pursuant to Section 4(F) above, it shall remain in force through June 30 of the calendar year.

(C) The agency's promotional list, consisting of the name, final score and position on the appropriate list, shall be furnished to each employee who passed the written test.

### **SECTION 7 - Method of Filling Positions Vacancies**

(A) Except where a vacancy is filled by demoting a ~~law enforcement~~ an employee or by reassignment or lateral action, any person who is to be selected for a ~~vacancy~~ position must first have his name placed on the agency's promotional list in accordance with the criteria set forth in

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

this Article. Upon the employee receiving his copy of the agency promotional list, the employee who wishes to be considered for promotional opportunities shall file with the agency a Request for Promotion Form which shall indicate the broadband level(s) and the county(ies) to which the employee would like to be promoted. The ~~vacancy~~ position shall be filled from among the persons having the highest five numerical scores contained on the promotional list who have applied for the ~~vacancy~~ position. However, an agency shall have the discretion to fill a ~~vacancy~~ position from only the highest five numerical scores of employees contained on the agency's promotional list. Agencies shall attempt to fill ~~vacancies~~ positions in an expeditious manner when operationally feasible.

(B) In filling vacancies, the agency will first consider any pending Request ~~for Reassignment~~ Forms on file for the work area in which the agency need exists. Nothing contained in this agreement shall be construed to prevent an agency from filling a ~~vacancy~~ position in a manner meeting the agency's needs.

#### **SECTION 8 – Grievability**

An employee complaint concerning the administration of this article may be grieved in accordance with Article 6 of this Agreement up to and including Step 3 of the grievance procedure.

The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance weight shall be given to the needs of the agency against the hardship on the employee.

#### **SECTION 9 – Promotions Outside the Unit**

The state shall make a good faith effort to fill vacant positions in the rank immediately above the bargaining unit with employees of the bargaining unit. This provision is not subject to the Article 6 grievance procedure.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

**SECTION 10 – Probationary Status on Promotion**

(A) An employee appointed to a position ~~must successfully complete at least a one-year probationary period and~~ shall attain permanent status in that position upon successful completion of the designated probationary period.

(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 that 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**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

**Article 10**  
**DISCIPLINARY ACTION**

(A) An employee who has attained permanent status in his current position may be disciplined only for cause.

(B) 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.

(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 a PBA Staff 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.

(E) 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 parties at an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.

(F) If filed within 21 calendar days following the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, an employee with permanent status in his current position may appeal a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal to the Public Employees Relations Commission under the provisions of section 110.227(5) and (6), Florida Statutes. In the alternative, such actions may be grieved at Step 2 and processed through the Arbitration Step without review at Step 3, in accordance with the grievance procedure in Article 6 of this Agreement. 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 serving the suspension. An employee may indicate his preference as to whether to serve the suspension or to have special compensatory leave deducted, which preference shall be taken into consideration by the agency in making its decision. If the employee does not have sufficient special

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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.

(G) Oral reprimands are not grievable. A written reprimand shall be subject to the grievance procedure in Article 6 if the employee has attained permanent status in his current position; the decision is final and binding at Step 3 2.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

**Article 12**  
**PERSONNEL RECORDS**

**SECTION 1 – Personnel File**

(A) There shall be only one official personnel file for each employee, which shall be maintained by the employing agency.

(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.

(D) Where the Agency Head or designee, the Department of Management Services, the Florida Public Employees Relations Commission, the Courts, an Arbitrator, or other statutory authority determines that a disciplinary action against an employee is not sustained, or is unfounded, or is otherwise invalid, or when an employee is exonerated of a charge brought in a disciplinary action, the record copy of such action shall be sealed in the file together with an explanation, stamped "NOT VALID", and retained in the employee's personnel file for at least five years after final action as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as promulgated by the Department of State; provided, however, that the document shall be removed only upon the employee's written request in accordance with the foregoing records schedule. 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.

**SECTION 2 – Privacy**

~~The home addresses, telephone numbers, photographs, places of employment of the spouses and children and the names and locations of schools attended by the children of active or former law enforcement personnel are exempt from disclosure under the Public Records Law,~~

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

~~Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose.~~

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

**Article 14**  
**PERFORMANCE REVIEW**

**SECTION 1 – Performance Reviews**

(A) Performance reviews of employees shall be conducted in accordance with Rule 60L-35, Florida Administrative Code, Performance Evaluation System.

(B) Employees' performance shall be reviewed by their immediate supervisors or designated raters, who shall submit the proposed performance review to higher management for approval.

(C) ~~Numerical arrest, citation or violation quotas will not be used as the primary factor in reviewing employees' performance.~~ In accordance with s. 316.540(1), F.S., agencies shall not establish traffic citation quotas as part of their traffic enforcement activities. However, statistical data related to individual employee or unit activities is relevant, and may be considered as one of multiple aspects or factors in assessing the overall effectiveness of traffic enforcement activities.

(D) The state will continue to maintain and will make a good faith effort to train supervisors in performance review techniques.

(E) Performance evaluations are not grievable under Article 6 of this Agreement; however a performance evaluation may be contested if it serves, in whole or in part, as the basis for a reduction in base pay, involuntary transfer over 50 miles by highway, suspension, demotion, or dismissal.

**SECTION 2 – Agency Performance Reviews**

The state agrees that each Agency's performance review system for employees shall adhere to the following standards.

(A) Performance reviews shall be based on an employee's actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is to be utilized by any agency, the evaluation form shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(B) Whenever practicable, an employee's performance shall be reviewed by a sworn law enforcement officer.

**SECTION 3 – Recruit Evaluation**

Employees shall receive an evaluation from the academy upon completion of recruit school. A copy of the evaluation shall be forwarded to their supervisor.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

**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.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
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 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, ~~at the end of the approved extended period,~~ 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. ~~If such election is made,~~ Overtime hours that the employee elects to have the overtime hours will be credited as “FLSA compensatory leave” will accrue credits at the rate of one and one-half hours for each hour of overtime worked. An employee will only be

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

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Gene “Hal” Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

permitted to accumulate a maximum of ~~100~~ 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 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 ~~100~~ 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, as a result of ~~for~~ hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when ~~a facility~~ the employee’s assigned office, facility, or region is closed under emergency conditions

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene “Hal” Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date



as provided in Rule 60L-34, Florida Administrative Code pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

(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.~~

(1) Agencies may require employees to reduce special compensatory leave balances pursuant to their authority in Rule 60L-34, F.A.C., subject to the provisions of (2) below.

(3) 2) 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) 3) 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 a facility during emergency conditions 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(12), 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(12), Florida Statutes, may be carried in full-pay status.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

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

**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 Department of Management Services shall be final and binding on all parties.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 1 – Pay Provisions – General**

(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.

**SECTION 2 – Variable Compensation Award**

The Governor’s Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee’s performance evaluation for the January 1 through June 30, 2014 evaluation period. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2014-2015 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than September 30, 2014, and are subject to funding as provided in the 2014-2015 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 2014-2015 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 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**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene “Hal” Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

**SECTION 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 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 – 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**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

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

**SECTION 1 - State Employees Group Insurance Program**

~~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.~~

All state-sponsored standard health plans will be amended to include the following additional provision:

The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contribution adjustments, shall be provided to the Executive Office of the Governor by July 1, 2014, to allow for necessary and timely approvals by the Legislative Budget Commission for statewide implementation on January 1, 2015.

**SECTION 2 - Death In-Line-Of-Duty Benefits**

(A) Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.

(B) Education benefits will be as provided in section 112.19, Florida Statutes.

(C) State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be as provided in section 110.123, Florida Statutes.

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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

**Florida PBA and  
State of Florida Negotiations**

**November 15, 2013**

**Law Enforcement Bargaining Units: FHP, SA and LEO**

The following collective bargaining agreement provisions are opened for discussion purposes. A comprehensive proposal regarding these provisions and others will be made at a later date.

**Article 25 – Wages:**

The Florida P.B.A. proposes a wage adjustment designed to alleviate, in part, wage inequity issues it has identified in a study performed this year.

- This proposed wage adjustment is in addition to any general adjustment or merit wage bonus adopted by the legislature.

**Article 18/23 – Special Compensatory Leave:**

The Florida P.B.A. 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. Obviously, the holiday pay would be in addition to the regular pay for working on a holiday.

**Article 27 – Insurance Benefits:**

Health insurance benefits and employee contributions would remain unchanged for the upcoming fiscal year.

**Article 14 – Performance Review:**

Numerical arrest citations or violation quotas will not be used in reviewing an employee's performance.

Related Issues: Status of new performance evaluations and negotiations related to them. Status of "merit bonuses" scheduled for June, 2013 and criteria that will be utilized for determining bonus eligibility.

**From:** Hal Johnson [<mailto:hal@flpba.org>]

**Sent:** Monday, January 13, 2014 12:48 PM

**To:** Mattimore, Mike; Parry, Jim

**Cc:** [instruc777@aol.com](mailto:instruc777@aol.com); 'Scott Hoffman'; 'Futch, James'; 'Matt Puckett'; 'Al Shopp'; 'stephanie'; [adrienne@flpba.org](mailto:adrienne@flpba.org)

**Subject:** FW: Law Enforcement Wage Proposal for Fiscal Year 2014-2015

Mike and Jim, as per your request, our wage proposal to the State is attached.

Set out below is the wage proposal for the Florida PBA. The proposal covers all three bargaining units which includes the FHP, LEO and SA units. A more formalized proposal will be presented on January 24, 2014 at our scheduled negotiations.

1. Effective July 1, 2014, eligible bargaining unit employees with an annual base salary of \$39,999 or less (salary as of June 30, 2014) shall receive a competitive pay adjustment of five (5%) to their annual base salary.
2. Effective July 1, 2014, eligible bargaining unit employees with an annual base salary of \$40,000 or more (salary as of June 30, 2014) shall receive a competitive pay adjustment of four (4%) or \$2000 annual adjustment, whichever is greater, to their annual base salary.
3. Funds will be provided as determined by the Florida Legislature to provide discretionary one-time lump sum bonuses in an amount sufficient to recruit retain and reward quality personnel under such terms as established by the legislature.

Information related to the proposal: These proposals are predicated on an estimated 3300 law enforcement personnel in the bargaining unit classifications represented by the PBA. Of this number approximately 1875 officers/sergeants have an annual base salary below the level of \$40,000. The proposed wage adjustment moves them to a salary which is more consistent with other state officers and more competitive with local law enforcement agencies. The cost of funding this proposal is an estimated \$3.5 million dollars.

The four (4%) proposal encompasses the remainder of the bargaining unit, approximately 1433 officers. The rationale for its rests on moving the officers and sergeants to a more competitive wage position with local law enforcement agencies. The cost of funding this proposal is an estimated \$2.3 million dollars.

The continuation of the lump-sum bonus is designed as a personal incentive for officers in order to reward them for work quality performance over and above that of the normal officer.

If you have any questions, please feel free to contact this office at (800) 733-3722, ext. 406.

**Hal Johnson | [hal@flpba.org](mailto:hal@flpba.org)**

**General Counsel**

Florida Police Benevolent Association

**Phone - (800) 733-3722, Ext. 406 | Fax - (850) 561-8898**

Representing Florida's Finest

Warning: This transmission contains confidential information intended only for the person(s) named above. It may contain information that is confidential and - protected from disclosure by the attorney-client privilege and/or work product doctrine or exempt from disclosure under other applicable laws, including, but not limited to, the FOIA, Privacy Act, 5 USC 552, Ch. 119, F.S., or the Florida Rules of Evidence. Any use, distribution, copying or other disclosure by any other person is strictly prohibited. If you have received this transmission in error, please notify the sender immediately.

Police Benevolent Association (PBA) - Law Enforcement Unit CBU 06 Economic Proposals Fiscal Year 2014-2015		
Union/Issue	Estimated Cost	Comments
<b>Article 25:</b> Effective July 1, 2014, 5% Competitive Pay Adjustment for unit employees with an annual base salary of \$39,999 or less	\$1,681,139	Costs calculated with a 5% increase on each position's current base rate salary up to \$39,999. Includes filled and vacant positions. Source used for calculation is LAS/PBS (Dec People First). Costing prepared by OPB including retirement and FICA.
<b>Article 25:</b> Effective July 1, 2014, 4% Competitive Pay Adjustment for unit employees with an annual base salary of \$40,000 or more	\$1,404,328	Costs calculated with a 4% increase on each position's current base rate salary more than \$40,000. Includes filled and vacant positions. Source used for calculation is LAS/PBS (Dec People First). Costing prepared by OPB including retirement and FICA.



**Police Benevolent Association  
Law Enforcement Unit – State Personnel System  
Current One-Year Agreement Expires June 30, 2014  
Status of Collective Bargaining as of February 6, 2014  
Fiscal Year 2014 – 15 Successor Agreement Negotiations – All Articles Open for Negotiation  
Articles at Impasse: 5, 6, 8, 9, 10, 12, 14, 18, 25, 27**

Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 5 – Employment Representation and PBA Activities	<p>State Proposal of January 24, 2014:</p> <p>Section 5 – Consultations held during regular work hours of a participant are treated as time worked.</p> <p>Section 7 – 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.</p>		No union proposal.
Article 6 – Grievance Procedure	<p>State Proposal of January 24, 2014:</p> <p>Section 1 – Defines “Grievant” rather than “Employee”; use business days for calculation of grievance time limits.</p> <p>Section 3 –</p> <ul style="list-style-type: none"> <li>• grievance meetings, mediations, and arbitrations held during regular work hours of a grievant, a</li> </ul>		No union proposal.

**Police Benevolent Association  
 Law Enforcement Unit – State Personnel System  
 Current One-Year Agreement Expires June 30, 2014  
 Status of Collective Bargaining as of February 6, 2014  
 Fiscal Year 2014 – 15 Successor Agreement Negotiations – All Articles Open for Negotiation  
 Articles at Impasse: 5, 6, 8, 9, 10, 12, 14, 18, 25, 27**

Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 6 – Grievance Procedure (continued)	<p>representative of the grievant, or required witnesses, are treated as time worked;</p> <ul style="list-style-type: none"> <li>• the state will not pay the expenses of any participants attending such meetings on behalf of the union;</li> <li>• contract language disputes reviewed by DMS at Step 3; disciplinary grievances are appealed from Step 2 to arbitration without a review at Step 3;</li> <li>• arbitrator’s decision is to be determined by applying a preponderance of the evidence standard;</li> <li>• an award for back pay is to be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits, 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;</li> <li>• when a continuance is granted to the union to reschedule an arbitration hearing over the objection of the agency, the agency</li> </ul>		

**Police Benevolent Association  
Law Enforcement Unit – State Personnel System  
Current One-Year Agreement Expires June 30, 2014  
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Fiscal Year 2014 – 15 Successor Agreement Negotiations – All Articles Open for Negotiation  
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Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 6 – Grievance Procedure (continued)	<p>is not responsible for back pay for a period between the original arbitration hearing date or the end of the five month period, and the rescheduled date;</p> <ul style="list-style-type: none"> <li>• transcripts of arbitration hearings are addressed, including allocation of costs associated with court reporter appearance and transcribing and copying transcript;</li> <li>• role of the DMS Arbitration Coordinator is clarified.</li> </ul>		
Article 8 – Workforce Reduction	<p>State Proposal of January 24, 2014:</p> <p>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</p>		No union proposal.

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 8 – Workforce Reduction (continued)	<p>with permanent status; adds timeframe to apply only within one year following demotion.</p> <p>Adds new Section 5 – Grievability; clarifies that a layoff is not discipline; that grievances must be based on whether the layoff was in accordance with the provisions of Article 8 of the Agreement.</p>		
Article 9 – Reassignment, Transfer, Change in Duty Station and Promotion	<p>State Proposal of January 24, 2014:</p> <p>Section 1 – Amends definition of “reassignment” and adds “lateral actions” (see Article 8, Section 1 for definition of “lateral action”); clarifies status in each type of action.</p> <p>Section 2 – Adds lateral action as option in addition to transfer and change in duty station for employee to request voluntary reassignment.</p> <p>Section 3 – 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.</p>		No union proposal.

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 9 – Reassignment, Transfer, Change in Duty Station and Promotion (continued)	Section 8 – Adds provision for grievability of Article 9 in accordance with Article 6 of the Agreement up to and including Step 3 of grievance procedure.		
Article 10 – Disciplinary Action	State Proposal of January 24, 2014:  (G) – Oral reprimands are not grievable; written reprimands may be grieved by employees with permanent status in their current position and are final and binding at Step 2.		No union proposal.
Article 12 – Personnel Records	State Proposal of January 24, 2014:  Section 2 – Employee information exempt from disclosure under the Public Records Law, Chapter 119, F.S., is stricken from Article 12, and is incorporated in the state's proposal for Article 5, Section 7 – Employee Lists.		No union proposal.
Article 14 – Performance Review	State Proposal of January 31, 2014:  Section 1 – In accordance with s. 316.640(1), F.S., the agency shall not establish traffic citation quotas as part of its traffic enforcement activities. However, statistical data related to individual employee or unit activities is relevant, and	Union Conceptual Proposal of November 15, 2013:  Proposes numerical arrest citations or violation quotas will not be used in employees' performance expectations.	No contractual language proposal submitted by the union.

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 14 – Performance Review (continued)	may be considered as one of multiple aspects or factors in assessing the overall effectiveness of traffic enforcement activities.		
Article 18 – Hours of Work, Leave and Job-Connected Disability	<p>State Proposal of January 24, 2014:  Section 5 – An employee who is filling an included position may, if agreed to by the employee and supervisor, waive payment for overtime and elect to have the overtime hours credited to FLSA compensatory leave at the rate of 1 ½ hours for each hour of overtime worked. Such election will apply until changed again, and only to workdays starting on the day of the change in which hours worked in the work period exceed the contracted hours.</p> <p>Section 6 – Provides for the earning of special compensatory leave when an employee’s assigned office, facility, or region is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition; <u>deletes</u> current language providing an employee 60 calendar days to use earned special compensatory leave time; <u>deletes</u> current language providing if the employee fails to use earned special compensatory leave</p>	<p>Union Conceptual Proposal of November 15, 2013:</p> <p>Pilot holiday leave program for employees receiving special compensatory leave on a holiday or day designated by the Governor as a holiday.</p> <p>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 a holiday.</p>	No contractual language proposal submitted by the union.

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 18 – Hours of Work, Leave and Job-Connected Disability (continued)	during the 60 day period, the supervisor shall schedule the employee to use it; and adds: agencies may require employees to reduce special compensatory leave balances pursuant to their authority in Rule 60L-34, F.A.C., requiring the use of a minimum of 120 hours of special compensatory leave each calendar year or the amount necessary to bring the employee's balance to 240 hours, whichever is less, prior to the employee using any annual leave.		
Article 25 – Wages	<p>State Proposal of January 24, 2014:</p> <p>Section 1 – Proposes pay shall be in accordance with the Fiscal Year 2014-2015 General Appropriations Act; 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.</p> <p>Section 2 – Proposes Variable Compensation Award as provided in the Governor's Budget Recommendations.</p>	<p>Union Proposal of January 13, 2014:</p> <p>5% competitive pay adjustment for unit employees with an annual base salary of \$39,999 or less, effective July 1, 2014;  4% competitive pay adjustment for unit employees with an annual base salary of \$40,000 or more, effective July 1, 2014;  competitive pay adjustment in addition to any general wage or merit increases provided by the legislature.</p>	Cost estimate: \$3 million

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 25 – Wages (continued)	<p>Section 3 – Proposes Temporary Special Duties Pay Additive for employees 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 – Proposes employees may be given the option of receiving a payout of up to 24 hours of annual leave each December in accordance with Section 110.219(7), F.S., subject to available funds.</p> <p>Section 5 – Proposes 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 6 – Proposes 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 7 – Proposes that in the event the 2014 Legislature provides different funding or eligibility provisions for the above-</p>		



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Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 25 – Wages (continued)	referenced pay increases and payments, the state and the union agree that the increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2014-2015 General Appropriations Act, or any other relevant statutes.		
Article 27 – Insurance Benefits	State Proposal of February 6, 2014:  All state-sponsored standard health plans will be amended to include the following additional provision: The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contributions adjustments, shall	Union Conceptual Proposal of November 15, 2013: Proposes no change to the health insurance benefits and employee contributions.	No contractual language proposal submitted by the union.

**Police Benevolent Association**  
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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 27 – Insurance Benefits (continued)	be provided to the EOG by July 1, 2014, to allow for necessary and timely approvals by the LBC for statewide implementation on January 1, 2015.		

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POLICE BENEVOLENT  
ASSOCIATION-  
FLORIDA HIGHWAY PATROL  
UNIT

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**Article 5**  
**EMPLOYEE REPRESENTATION AND PBA ACTIVITIES**

**SECTION 1 – Definitions**

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

(B) The term “Grievance Representative”, as used in this Agreement, shall mean an employee designated by the President of the PBA to represent a grievant at Step 1 meetings on grievances which have been properly filed under Article 6 of this Agreement, where the PBA has been selected as the employee’s representative.

**SECTION 2 - Representation**

(A) The PBA shall select a reasonable number of PBA Grievance Representatives, and shall furnish to the state and keep up-to-date a list of all employees authorized as Grievance Representatives. The state will not recognize a grievance or staff representative whose name does not appear on the list. The PBA shall furnish to the state and keep up-to-date a list of PBA Staff Representatives. Where PBA representation is requested by an employee, the representative shall be a person designated by the PBA.

(B) Where PBA representation is not requested by the employee, the PBA shall be notified of and given an opportunity for a Staff Representative to be present at a meeting held concerning the grievance.

**SECTION 3 - Representative Access**

The state agrees that recognized representatives of the PBA shall have access to the premises of the state which are available to the public. If an area of the state's premises is restricted to the public, permission must be requested to enter the area; such permission will not be unreasonably denied. Access shall be during the regular working hours of the employee and shall be restricted to matters related to the application of this Agreement.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene “Hal” Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

**SECTION 4 - Documents**

(A) The state shall provide the PBA with the following:

(1) When the DHSMV sends out information which affects an employee's terms and conditions of employment covered by this Agreement, or which could affect the application or interpretation of this Agreement, the PBA will be sent the information.

(2) The DHSMV shall furnish to the PBA a current copy of the agency's rules, regulations and policies which affect employees' terms and conditions of employment covered by this Agreement and which are not included in the Rules of the State Personnel System. Changes and updates shall be furnished to the PBA as they occur. If the DHSMV publishes and timely maintains on DHSMV's website documents referenced in this Section for use by employees, the documents on the website shall serve as the copies furnished to the PBA. This does not relieve the DHSMV of the duty to notify the PBA as changes and updates occur.

(B) The state shall provide each employee with the following:

(1) Access to a copy of the applicable Rules of the State Personnel System; and

(2) Access to a copy of department rules, regulations or policies which affect the employee's salary, benefits or terms and conditions of employment. Employees will be notified of changes and updates as they occur.

**SECTION 5 – Consultation**

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

(B) Upon request by the designated PBA Staff Representative, but not more often than once in each calendar month, the DHSMV Agency Head and/or designated representatives shall make a good faith effort to meet and consult with not more than two PBA representatives from

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

the DHSMV and PBA Staff Representative. Meetings shall be held at a time and place designated by the Agency Head.

(C) Upon request by the designated PBA Staff Representative, but 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 PBA Staff Representative and not more than two PBA representatives from the DHSMV. Meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

(D) 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 working hours of any employee participant, such the employee shall be excused without loss of pay for that purpose hours shall be deemed time worked. Attendance at the consultation meeting outside of a participant's regular working hours shall not be deemed time worked.

(E) The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement and Florida Highway Patrol activities which affect employees, and no 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.

#### **SECTION 6 - Bulletin Boards**

(A) Where requested in writing, the state agrees to furnish in a permanent state-controlled facility to which employees are assigned, wall space not to exceed 24" x 36" for PBA-purchased bulletin boards.

(B) When requested in writing, the state agrees to furnish at an academy in a DHSMV-controlled facility, wall space not to exceed 24" x 36" for a PBA - purchased bulletin board.

(C) The PBA bulletin boards shall be used only for the following notices:

(1) Recreation and social affairs of the PBA,

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

- (2) PBA meetings,
- (3) PBA elections,
- (4) Reports of PBA committees,
- (5) PBA benefit programs,
- (6) Current PBA contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of PBA members.

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

(E) Notices posted must be dated and bear the signature of the PBA's authorized representative.

(F) A violation of these provisions by a PBA authorized representative shall be a basis for removal of bulletin board privileges by the Department of Management Services.

(G) The DHSMV shall cooperate with the PBA to maintain PBA bulletin boards free of postings by non-PBA individuals or organizations.

**SECTION 7 - Employee Lists**

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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

(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, 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.

**SECTION 8 7 - Occupational Profiles and Rules Maintained**

The state will maintain on the Department of Management Services' website the occupational profiles and the Rules of the State Personnel System.

**SECTION 9 8 - Negotiations**

(A) The PBA agrees that all collective bargaining is to be conducted with state representatives designated for that purpose by the Governor, as chief executive officer. Negotiating meetings shall be held in Tallahassee unless the state and the PBA 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 PBA at other levels of state government.

(B) The PBA may designate up to four employees to attend each single-day session as Negotiation Committee members who will be granted administrative leave to attend negotiating sessions with the state. If travel to and from negotiations unavoidably occurs on work days immediately preceding or following a day of negotiation, employees shall be eligible to receive administrative leave on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. If the PBA chooses to hold a negotiation preparatory meeting on the calendar day immediately preceding a scheduled negotiation session, negotiation committee members will be granted administrative leave for attendance at such meeting. Administrative leave for travel time to such preparatory meeting is limited to the day of the preparatory meeting. No employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations or traveling to or from negotiations. 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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date



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) The selection of an employee shall not unduly hamper the operations of the work unit. No more than one employee per FHP region shall attend a single day session.

**SECTION 10 9 – Changes To Policies**

(A) The state shall provide reasonable notice to the PBA of amendments to existing policies that result in change in a mandatory subject of bargaining.

(B) After notice, the PBA may consult with the DHSMV on a change in a mandatory subject of bargaining provided that the PBA makes a request in a reasonable timeframe. If consultation is unsuccessful, the matter will be referred to the Department of Management Services to bargain over the proposed change.

(C) Where the proposed changes affect the entire bargaining unit and relate to mandatory subjects of bargaining, the PBA and the state shall meet to bargain the proposed changes.

(D) Nothing herein shall preclude the PBA from filing a grievance if the proposed changes violate the Agreement.

(E) The PBA acknowledges that certain proposed changes require an expedited response and may be implemented without undue delay in those instances where there is a waiver, exigent circumstances, or satisfaction of bargaining to resolution or impasse.

**SECTION 11 10 – Academy Access**

Where the DHSMV operates its own Academy and conducts entry-level Florida Highway Patrol training, the PBA will be notified of the date, time and location of the training, and the parties will determine the date and time the PBA will be granted Academy access. A representative of the PBA, accompanied by the head of the Academy, will be permitted to address each entry-level Florida Highway Patrol class during class time, to issue to each recruit a copy of the current PBA Agreement, to discuss the provisions of that Agreement, and to describe the organization and benefits. The presentation will not last longer than 30 minutes, unless a

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

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Date

longer period is agreed to by the PBA and the DHSMV, and may be made only once per class at a time selected in advance by the PBA, the representative of the head of the Academy, and the DHSMV Agency Head or designee.

It is understood by the parties that the PBA will not use this time to obtain executed applications for membership or dues deduction.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

**Article 6**  
**GRIEVANCE PROCEDURE**

It is the policy of the state and the PBA to encourage informal discussions of complaints between management and ~~supervisors~~ employees covered by this Agreement, as well as between ~~these 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 this Agreement.

(B) ~~“Employee”~~ “Grievant” shall mean a Florida Highway Patrol employee or a group of Florida Highway Patrol employees having the same grievance. 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 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).

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene “Hal” Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

## SECTION 2 – Election of Remedy and Representation

(A) If ~~an employee~~ a grievant or the PBA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the ~~employee~~ grievant or the PBA shall elect at the outset which procedure is to be used and such election shall be binding on the ~~employee~~ grievant or the PBA. 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 other initial written step if authorized by the provisions of this Article) whether he shall be represented by the PBA. When the ~~employee~~ grievant has elected PBA representation, the ~~employee~~ grievant and the PBA Grievance Representative shall be notified of any Step 1 meeting. Written communication concerning the grievance or its resolution shall be sent to the ~~employee~~ grievant and the PBA Grievance Representative, and the decision agreed to by the state and the PBA shall be binding on the ~~employee~~ grievant.

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

## SECTION 3 – Procedures

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of management having the authority to adjust the grievances. 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.). Documents received after business hours shall be considered received the next business day.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

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

(C) The filing or pendency of 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) After a grievance is presented, no new violation or issue can be raised unless the Parties agree in writing to revise or amend the alleged violations or issues, or upon a party's showing of good cause for the consideration of such new issue, but in no event later than the filing of a contract language grievance at Step 3, or the filing of a disciplinary grievance at Step 2. 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, 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 to Arbitration shall not establish a precedent binding on either the PBA or the state in other cases.

(F) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular working hours of any required participant, the grievant, a representative of the grievant, or any required witnesses, the participant shall be excused without loss of pay for that purpose. such hours shall be deemed time worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of the 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 union. All grievance meetings shall be held at times and locations agreed to by the parties except that, 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) 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~~

**For the State**

**For the PBA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

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Date

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Date

~~p.m.) Documents received after business hours shall be considered received the next business day.~~

**(1) Step 1.**

(a) An employee having a grievance may, within ~~14~~ 15 days following the date on which the employee knew or should have known of the event giving rise to the grievance, submit a grievance at Step 1. In filing a grievance at Step 1, the employee grievant or his designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement setting forth specifically the ~~known~~ complete 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 cause, and requests the grievant to be made whole.

(b) The Step 1 Management Representative or designee shall communicate a decision in writing to the employee grievant and to the PBA Grievance Representative, if any, within ~~14~~ 10 days following receipt of the written grievance ~~form~~. If the 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 designated representative may submit it to the Agency Head or designated representative within ~~14~~ 10 days following receipt of the decision at Step 1.

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

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

(a) If a grievance concerning the interpretation or application of this Agreement, other than a ~~disciplinary~~ grievance alleging that a disciplinary action (reduction in

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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 PBA Grievance designated Representative may submit it 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 14 15 days following receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1 above.

(b) The Department of Management Services shall ~~meet with~~ discuss the grievance with the employee and/or the PBA Grievance Representative, or grievant or his representative if not represented by the PBA, if any, to discuss the grievance, and The DMS shall communicate a decision in writing to the grievant and to the PBA designated representative within 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) after it has been submitted to arbitration but before the arbitration hearing. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

#### **(5) Arbitration**

(a) If a ~~disciplinary~~ 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 PBA representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 14 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 PBA representative may appeal the grievance in writing to arbitration on the appropriate form as contained in Appendix C of this Agreement within 14 10 days following receipt of the decision at Step 3. If, at the initial written step, the PBA declined to represent the employee grievant because he was not a member of the

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PBA, the ~~employee grievant~~ may appeal the grievance to arbitration. The appeal to arbitration shall be filed with the Department of Management Services on the form contained in Appendix C of this Agreement 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 one person from a panel of four arbitrators selected by the Parties. The Department of Management Services' Arbitration Coordinator shall ~~facilitate the scheduling of all arbitration hearings~~ schedule the arbitration hearing with the state and PBA representatives and the arbitrator listed next on the panel in rotation and shall coordinate the arbitration hearing time, date, and location.

(c) 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 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. As an exception to this scheduling requirement, a A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline. The Arbitration Coordinator shall schedule A arbitration hearings shall be held at times and locations agreed to by the parties, taking into account the availability of evidence, location of witnesses and existence of appropriate facilities, as well as other relevant factors, however, unless agreed otherwise, all hearings shall be held within 50 miles of the grievant(s)' place of work.

(d) 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 ~~20~~ 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

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panel in accordance with the provisions of (5)(b) of this Article to conduct a hearing on the substantive issue(s).

(e) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the state, the PBA, 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 ~~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 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 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.

**For the State**

\_\_\_\_\_  
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**For the PBA**

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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.

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. ~~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.

b. ~~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 Association is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five month period described in (5) (c), above, whichever is later, and the rescheduled date.~~

(f) The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The arbitrator shall submit his fee and expense statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the state and the PBA will evenly split the arbitrator's fee and expenses.

**For the State**

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(g) 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 g) The PBA 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 PBA, 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 PBA or an employee to process a grievance (1) on 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 PBA.

(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**

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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 PBA 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 PBA'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 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.

(~~3 C~~) An employee who has not attained permanent status in his current position may only file non-discipline grievances to Step 3, unless the processing of such grievances is further limited by specific provisions of this Agreement.

#### **SECTION 6 – Expedited Arbitration**

(A) The parties recognize that certain grievances may be amenable to expedited resolution by an arbitrator. Accordingly, at any point in the grievance procedure, the PBA may request expedited arbitration of a grievance. Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used upon agreement of the parties.

#### **(B) Expedited Arbitration Rules:**

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitrator is designated by rotation from the list of four permanent arbitrators.

(3) Expedited arbitration hearings shall be no longer than six hours in duration, with each party limited to three hours. There shall be no post-hearing briefs, although either party may submit a written statement of position to the arbitrator during the hearing. The

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Arbitrator shall issue a short (no longer than three pages) decision within seven days of the hearing. With the exception of the foregoing, all provisions of section 3(H)(5) of this procedure shall be applicable.

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**Article 8**  
**WORK FORCE REDUCTION**

**SECTION 1 - Layoffs**

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

(1) The competitive area within which layoffs will be affected shall be defined as statewide within the DHSMV.

(2) Layoff shall be by occupational level within the Florida Highway Patrol 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 broadband 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 position shall be ranked on a layoff list based on the total retention points derived as follows:

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

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

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

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service

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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 performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the DHSMV'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 broadband level 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 broadband level.
- (b) The employee with the longest continuous service in the Career

Service.

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

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layoff, the employee shall have the right to request, in writing, a reassignment, lateral action, or demotion ~~demotion or reassignment~~ within the competitive area in lieu of layoff to a position in a broadband level within the bargaining unit in which the employee held permanent status, or to a position at the level of or below the current level in the bargaining unit, in which the employee held permanent status. Such request must be in writing and reassignment or demotion cannot be effected to a higher broadband level.

(11) An employee's request for reassignment, lateral action, or demotion ~~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, lateral action, or demotion under the procedure as provided in this section.

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

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

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

## **SECTION 2 - Recall**

(A) For a period of six calendar months following layoff, when a vacancy occurs or a new position is established, laid off employees with the highest number of retention points shall be notified and permitted the opportunity to apply.

(B) Any appointment offer by the employing agency shall be subject to agency needs and sufficient funds and salary rate for the vacant position.

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(C) For one year following layoff, Employees who are reemployed ~~after layoff~~ in a position in the broadband level from which the employee was laid off shall be reemployed with permanent status.

(D) 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 3 - Retirement Benefits**

Pursuant to section 121.021(38), Florida Statutes, an absence from the employer's payroll for a period not to exceed 12 calendar months due to a layoff shall not constitute a break in the continuous service requirement for special risk members.

### **SECTION 4 - Job Security**

(A) The state shall notify the PBA at least 30 days in advance of a layoff involving positions within the bargaining unit. 30 days prior to the actual layoff decision, the state will meet and negotiate with the PBA over the necessity of the layoff, alternatives to the proposed layoff and like and related matters. However, these negotiations shall not delay the implementation of layoffs after completion of the 30 days bargaining period. The PBA will not pursue statutory impasse resolution procedures after the satisfaction of this bargaining obligation.

(B) At least 30 days prior to effecting a planned organizational change which will result in the movement of positions out of the bargaining unit, or in the demotion of employees, the agency will notify the Department of Management Services of the changes. If the Department of Management Services determines that employees are impacted by the changes, it will notify the PBA pursuant to Chapter 447, Florida Statutes.

### **SECTION 5 – 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**

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**Article 9**  
**REASSIGNMENT, LATERAL ACTION, TRANSFER, CHANGE IN DUTY STATION,  
AND PROMOTION**

Employees who ~~are~~ have attained permanent status in their current position shall have the opportunity to request reassignment, lateral action, transfer or change in duty station to and be selected for vacant positions in their current class within the DHSMV, and promotions vacancies 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 moving 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 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~~

(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.

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

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

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

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

~~(G)~~ (F) "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.

~~(H)~~ (G) "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 – Reassignment, Lateral Action, Transfer, Change in Duty Station**

(A) An employee who has attained is permanent status in his current position may apply for request a reassignment, lateral action, transfer, or change in duty station on a Request for Reassignment Form (supplied by the agency) the appropriate Request Form. Such Rrequests shall indicate the county(ies), duty station and/or shift(s) to which the employee would like to be reassigned. When the employee requests reassignment, a State of Florida Employment

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Date

Application Form must be completed and sent with the appropriate Request Form for Reassignment Form.

(B) An employee may submit a Request for ~~Reassignment~~ Form at any time; however, all such Requests shall expire on June 30 of each calendar year. Requests for ~~reassignment~~ for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(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 Request to the management representatives who have the authority to make employee hiring decisions in the county to which the employee has requested ~~reassignment~~ assignment. The employee shall provide a copy of the Request to the PBA at the time it is filed with the agency.

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

(E) Provided the ~~reassignment appointment~~ is in the best interest of the agency, the hiring authority shall normally fill a ~~permanent vacancy position~~ 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 county in which the ~~vacancy vacant position~~ exists. The Parties agree, however, that other factors, such as employees' work history and agency needs, may be taken into consideration in making the decision as to whether or not 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, the agency shall notify the employee selected with reasons for the selection. Employees with greater length in service will be allowed to obtain a copy of the notice.

(G) When an employee has been ~~reassigned~~ appointed pursuant to a Request filed under this Article, all other pending Requests shall be canceled and the employee will not be eligible

**For the State**

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Mike Mattimore  
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Date

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\_\_\_\_\_  
Date

~~to file another Request. No other Request may be filed~~ 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 will not be eligible for consideration for ~~reassignment~~ to the county(ies) and/or shift(s) declined, for a period of 12 months.

(H) An employee shall not be required to change residence for the sole purpose of living within a specific county; however, an employee may be required to reside within a reasonable distance of a specific duty station.

(I) Nothing contained in this Agreement shall be construed to prevent the DHSMV, at its discretion, from affecting the involuntary reassignment, lateral action, transfer or change in duty station of an employee according to the needs of the agency. However, it is understood that the DHSMV will make an effort not to affect any involuntary reassignment, lateral action, transfer or change in duty station which will impose a residency hardship on the employee (in that he must relocate his residence from a permanent home presently owned or cancel a rental lease extending more than three months), without first considering any Request ~~for Reassignment~~ Forms on file for the county in which the agency need exists.

(J) An employee shall be given a minimum of 14 calendar days' notice prior to the agency affecting any shift change, ~~or reassignment, or lateral action~~, and 30 calendar days' notice prior to the agency affecting any transfer.

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

### SECTION 3 - Relocation Allowance

An employee who is reassigned, transferred, receives a lateral action, or is promoted and who is required by agency policy to relocate his residence shall be granted time off with pay for one work day leave 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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

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Date

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.

#### **SECTION 4 - Request to Take Promotional Test**

The state and the PBA agree that promotions should be made based on the relative merit and fitness of applicants. Toward the goal of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article along with all provisions of the Rules of the State Personnel System will be followed when making appointments.

(A) If the DHSMV has established a promotional test, an employee who is permanent in his current position may apply to take the promotional test by submitting a Request to Take Test Form to the DHSMV to indicate that he wishes to be considered for promotional vacancy. Such request shall indicate the occupational level(s) to which the employee would like to be promoted. The employee's eligibility for the occupational level shall be determined from information in the employee's personnel file. Each applicant will be notified of his eligibility or ineligibility for the broadband level(s) applied for.

(B) An employee may submit a request to take a promotional test where established by the DHSMV at any time; however, all such requests must be filed every two years and must be received in the agency personnel office by no later than the first business day after January 15 of each calendar year and shall remain effective until revoked by the employee.

(C) If the DHSMV has established a promotional test, by January 15 of each calendar year the DHSMV central personnel office shall provide a "NOTICE OF PROMOTIONAL TEST" containing the following information:

- (1) The date(s) of the test(s),
- (2) The city(ies) where the test(s) will be administered,
- (3) The major categories to be covered by each test,

**For the State**

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Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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General Counsel  
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Date

(4) A bibliography of the sources from which test questions have been taken; e.g., name of textbooks, departmental policies, general orders, special orders, etc.

(5) The passing grade that must be attained, expressed as a percent (%) of correct answers to the total number of questions graded.

(D) By February 15 of each calendar year, the DHSMV shall furnish to those eligible employees whose test requests are on file in the agency, a copy of the “NOTICE OF PROMOTIONAL TEST”. The DHSMV shall be responsible for the administration of the written test no earlier than April 15 of each calendar year and only those employees whose names are furnished to the DHSMV will be eligible to take the promotional test.

(E) The DHSMV, if it has established a promotional test and administers a written test, shall be responsible for notifying each employee who takes a promotional test of the test results.

(F) When extraordinary circumstances make it necessary to give a promotional test at a time other than as set forth above, the employees will be given adequate notice to prepare for such special test.

#### **SECTION 5 - Test Standards and Criteria**

(A) The DHSMV shall be responsible for the development of all written promotional tests which shall be based upon a job task analysis of the broadband level of positions being tested and an assessment of the knowledge, skills and abilities necessary to perform the requirements of positions in the occupational level.

(B) Only persons who have been certified as a law enforcement officer pursuant to Chapter 943, Florida Statutes, shall be eligible for agency promotional tests.

(C) A one-hour test review will be held at the conclusion of each test session. All challenges to test items must be submitted in writing and received by the DHSMV within five days after the date of the test.

**For the State**

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Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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Gene “Hal” Johnson  
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**SECTION 6 - Promotional Lists**

(A) If the DHSMV does not elect to rank employees solely on the basis of a written test, the agency shall establish a promotional list which ranks the employees according to their relative merit and fitness for promotional vacancies in the Law Enforcement Occupation, codes 33-1012, 33-3021 and 33-3051. In addition to the written test score, the DHSMV may, at its discretion, utilize the employee's performance reviews and/or oral interviews in establishing the agency's final promotional list. When performance reviews and/or oral interviews are used in addition to written test scores the DHSMV shall advise PBA in writing as to the weight the agency proposes to accord to each criteria in establishing the agency promotional list. The PBA may upon request discuss the criteria and weight to be accorded in addition to written test scores. If the DHSMV utilizes oral interviews, it will establish a three member panel, one to be selected by the Agency Head or designee, one by agreement of the parties, and the third to be selected by the PBA, provided that no member of the panel may be an employee covered by this Agreement. Questions asked at an oral interview will be limited to those that are job related and the same questions shall be asked of all applicants.

(B) The agency promotional list shall be effective July 1st of each calendar year. Names shall be retained on the agency's promotional list for a period of one year. Time extensions of said list may be made only by the mutual consent of the parties. When a list is established as a result of a special test being given pursuant to Section 4(F) above, it shall remain in force through June 30 of the calendar year.

(C) The agency's promotional list, consisting of the name, final score and position on the appropriate list, shall be furnished to each employee who passed the written test.

**SECTION 7 - Method of Filling Positions Vacancies**

(A) Except where a vacancy is filled by demoting ~~a law enforcement~~ an employee or by reassignment or lateral action, any person who is to be selected for a ~~vacancy~~ position must first have his name placed on the agency's promotional list in accordance with the criteria set forth in this Article. Upon the employee receiving his copy of the agency promotional list, the employee who wishes to be considered for promotional opportunities shall file with the agency a Request for Promotion Form which shall indicate the broadband level(s) and the county(ies) to which the employee would like to be promoted. The ~~vacancy~~ position shall be filled from among the

**For the State**

**For the PBA**

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Mike Mattimore  
State's Chief Labor Negotiator

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persons having the highest five numerical scores contained on the promotional list who have applied for the ~~vacancy~~ position. However, the DHSMV shall have the discretion to fill a ~~vacancy~~ position from only the highest five numerical scores of employees contained on the DHSMV's promotional list. The DHSMV shall attempt to fill ~~vacancies~~ positions in an expeditious manner when operationally feasible.

(B) In filling vacancies, the DHSMV will first consider any pending Request for ~~Reassignment~~ Forms on file for the work area in which the agency need exists. Nothing contained in this agreement shall be construed to prevent the DHSMV from filling a ~~vacancy~~ position in a manner meeting the agency's needs.

### **SECTION 8 – Grievability**

An employee complaint concerning the administration of this article may be grieved in accordance with Article 6 of this Agreement up to and including Step 3 of the grievance procedure.

The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance weight shall be given to the needs of the agency against the hardship on the employee.

### **SECTION 9 – Promotions Outside the Unit**

The state shall make a good faith effort to fill vacant positions in the rank immediately above the bargaining unit with employees of the bargaining unit. This provision is not subject to the Article 6 grievance procedure.

### **SECTION 10 – Probationary Status on Promotion**

(A) An employee appointed to a position ~~must successfully complete at least a one-year probationary period and~~ shall attain permanent status in that position upon successful completion of the designated probationary period.

(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

**For the State**

**For the PBA**

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Mike Mattimore  
State's Chief Labor Negotiator

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Gene "Hal" Johnson  
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Date

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 DHSMV 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**

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Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

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Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

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Date

**Article 10**  
**DISCIPLINARY ACTION**

(A) An employee who has attained permanent status in his current position may be disciplined only for cause.

(B) 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.

(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 a PBA Staff 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.

(E) 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 parties at an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.

(F) If filed within 21 calendar days following the date of receipt of notice from the DHSMV, by personal delivery or by certified mail, return receipt requested, an employee with permanent status in his current position may appeal a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal to the Public Employees Relations Commission under the provisions of section 110.227(5) and (6), Florida Statutes. In the alternative, such actions may be grieved at Step 2 and processed through the Arbitration Step without review at Step 3, in accordance with the grievance procedure in Article 6 of this Agreement. The DHSMV may have special compensatory leave equal to the length of a disciplinary suspension deducted from an employee's leave balance in lieu of serving the suspension. An employee may indicate his preference as to whether to serve the suspension or to have special compensatory leave deducted, which preference shall be taken into consideration by the DHSMV in making its decision. If the employee does not have sufficient special

**For the State**

**For the PBA**

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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.

(G) Oral reprimands are not grievable. A written reprimand shall be subject to the grievance procedure in Article 6 if the employee has attained permanent status in his current position; the decision is final and binding at Step 3 2.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

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Date

**Article 12**  
**PERSONNEL RECORDS**

**SECTION 1 – Personnel File**

(A) There shall be only one official personnel file for each employee, which shall be maintained by the DHSMV.

(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.

(D) Where the Agency Head or designee, the Department of Management Services, the Florida Public Employees Relations Commission, the Courts, an Arbitrator, or other statutory authority determines that a disciplinary action against an employee is not sustained, or is unfounded, or is otherwise invalid, or when an employee is exonerated of a charge brought in a disciplinary action, the record copy of such action shall be sealed in the file together with an explanation, stamped "NOT VALID", and retained in the employee's personnel file for at least five years after final action as specified in the State of Florida General Records Schedule GS1–SL for State and Local Government Agencies, as promulgated by the Department of State; provided, however, that the document shall be removed only upon the employee's written request in accordance with the foregoing records schedule. 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.

**SECTION 2 – Privacy**

~~The home addresses, telephone numbers, photographs, places of employment of the spouses and children and the names and locations of schools attended by the children of active or former law enforcement personnel are exempt from disclosure under the Public Records Law,~~

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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Gene "Hal" Johnson  
General Counsel  
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Date

~~Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose.~~

**For the State**

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Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

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Date

**Article 14**  
**PERFORMANCE REVIEW**

**SECTION 1 – Performance Reviews**

(A) The performance of employees shall be reviewed in accordance with State Personnel System Rule 60L-35, Florida Administrative Code, Performance Evaluation System.

(B) Employees' performance shall be reviewed by their immediate supervisors or designated raters, who shall submit the proposed performance review to higher management for approval.

(C) ~~Numerical arrest, citation or violation quotas will not be used as the primary factor in reviewing employees' performance. In accordance with s. 316.640(1), F.S., the agency shall not establish traffic citation quotas as part of its traffic enforcement activities. However, statistical data related to individual employee or unit activities is relevant, and may be considered as one of multiple aspects or factors in assessing the overall effectiveness of traffic enforcement activities.~~

(D) The state will continue to maintain and will make a good faith effort to train supervisors in performance review techniques.

(E) Performance evaluations are not grievable under Article 6 of this Agreement; however a performance evaluation may be contested if it serves, in whole or in part, as the basis for a reduction in base pay, involuntary transfer over 50 miles by highway, suspension, demotion, or dismissal.

**SECTION 2 – Agency Performance Reviews**

The state agrees that the DHSMV's performance review system for employees shall adhere to the following standards.

(A) Performance reviews shall be based on an employee's actual job performance and shall not conform to preconceived percentage distributions. When a numerical scoring formula is to be utilized by the agency, the evaluation form shall contain the formula with blanks for insertion of the actual scores that will be used in reaching the overall evaluation.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

(B) Whenever practicable, an employee's performance shall be reviewed by a sworn law enforcement officer.

**SECTION 3 – Recruit Evaluation**

Employees shall receive an evaluation from the academy upon completion of recruit school. A copy of the evaluation shall be forwarded to their supervisor.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date



**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.

**For the State**

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Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

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Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

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Date

**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.

(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:

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

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Date

**For the PBA**

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Gene “Hal” Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

(B) An employee who is filling an included position may, ~~at the end of the approved extended period,~~ 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. ~~If such election is made, Overtime hours that the employee elects to have the overtime hours will be credited as “FLSA compensatory leave” will accrue 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 ~~100~~ 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 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 ~~100~~ 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.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

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Date

**For the PBA**

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Gene “Hal” Johnson  
General Counsel  
Florida Police Benevolent Association

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Date

## 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, as a result of for hours worked on a holiday, extra hours worked during an established work week which contains a holiday, or extra hours worked when a facility the employee's assigned office, facility, or region is closed under emergency conditions as provided in Rule 60L-34, Florida Administrative Code pursuant to an Executive Order of the Governor or any other disaster or emergency condition.

(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.~~

(1) Agencies may require employees to reduce special compensatory leave balances pursuant to their authority in Rule 60L-34, F.A.C., subject to the provisions of (2) below.

~~(3 2) 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 3) 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 a facility during emergency conditions 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.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

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Date

**SECTION 8 – Section 440.15(12), 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(12), 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.

**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.

**For the State**

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Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

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Date

(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 ~~Department of Management Services~~ shall be final and binding on all parties.

**For the State**

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Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the PBA**

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Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

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Date

**Article 25**  
**WAGES**

**SECTION 1 – Pay Provisions – General**

(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.

**SECTION 2 – Variable Compensation Award**

The Governor’s Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee’s performance evaluation for the January 1 through June 30, 2014 evaluation period. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2014-2015 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than September 30, 2014, and are subject to funding as provided in the 2014-2015 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 2014-2015 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 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**

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Mike Mattimore  
State’s Chief Labor Negotiator

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Date

**For the PBA**

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Gene “Hal” Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

**SECTION 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 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 – 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**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date



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

**SECTION 1 - State Employees Group Insurance Program**

~~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.~~

All state-sponsored standard health plans will be amended to include the following additional provision:

The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contribution adjustments, shall be provided to the Executive Office of the Governor by July 1, 2014, to allow for necessary and timely approvals by the Legislative Budget Commission for statewide implementation on January 1, 2015.

**SECTION 2 - Death In-Line-Of-Duty Benefits**

(A) Funeral and burial expenses will be as provided in section 112.19, Florida Statutes.

(B) Education benefits will be as provided in section 112.19, Florida Statutes.

(C) State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be as provided in section 110.123, Florida Statutes.

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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the PBA**

\_\_\_\_\_  
Gene "Hal" Johnson  
General Counsel  
Florida Police Benevolent Association

\_\_\_\_\_  
Date

**Florida PBA and  
State of Florida Negotiations**

**November 15, 2013**

**Law Enforcement Bargaining Units: FHP, SA and LEO**

The following collective bargaining agreement provisions are opened for discussion purposes. A comprehensive proposal regarding these provisions and others will be made at a later date.

**Article 25 – Wages:**

The Florida P.B.A. proposes a wage adjustment designed to alleviate, in part, wage inequity issues it has identified in a study performed this year.

- This proposed wage adjustment is in addition to any general adjustment or merit wage bonus adopted by the legislature.

**Article 18/23 – Special Compensatory Leave:**

The Florida P.B.A. 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. Obviously, the holiday pay would be in addition to the regular pay for working on a holiday.

**Article 27 – Insurance Benefits:**

Health insurance benefits and employee contributions would remain unchanged for the upcoming fiscal year.

**Article 14 – Performance Review:**

Numerical arrest citations or violation quotas will not be used in reviewing an employee's performance.

Related Issues: Status of new performance evaluations and negotiations related to them. Status of "merit bonuses" scheduled for June, 2013 and criteria that will be utilized for determining bonus eligibility.

**From:** Hal Johnson [<mailto:hal@flpba.org>]

**Sent:** Monday, January 13, 2014 12:48 PM

**To:** Mattimore, Mike; Parry, Jim

**Cc:** [instruc777@aol.com](mailto:instruc777@aol.com); 'Scott Hoffman'; 'Futch, James'; 'Matt Puckett'; 'Al Shopp'; 'stephanie'; [adrienne@flpba.org](mailto:adrienne@flpba.org)

**Subject:** FW: Law Enforcement Wage Proposal for Fiscal Year 2014-2015

Mike and Jim, as per your request, our wage proposal to the State is attached.

Set out below is the wage proposal for the Florida PBA. The proposal covers all three bargaining units which includes the FHP, LEO and SA units. A more formalized proposal will be presented on January 24, 2014 at our scheduled negotiations.

1. Effective July 1, 2014, eligible bargaining unit employees with an annual base salary of \$39,999 or less (salary as of June 30, 2014) shall receive a competitive pay adjustment of five (5%) to their annual base salary.
2. Effective July 1, 2014, eligible bargaining unit employees with an annual base salary of \$40,000 or more (salary as of June 30, 2014) shall receive a competitive pay adjustment of four (4%) or \$2000 annual adjustment, whichever is greater, to their annual base salary.
3. Funds will be provided as determined by the Florida Legislature to provide discretionary one-time lump sum bonuses in an amount sufficient to recruit retain and reward quality personnel under such terms as established by the legislature.

Information related to the proposal: These proposals are predicated on an estimated 3300 law enforcement personnel in the bargaining unit classifications represented by the PBA. Of this number approximately 1875 officers/sergeants have an annual base salary below the level of \$40,000. The proposed wage adjustment moves them to a salary which is more consistent with other state officers and more competitive with local law enforcement agencies. The cost of funding this proposal is an estimated \$3.5 million dollars.

The four (4%) proposal encompasses the remainder of the bargaining unit, approximately 1433 officers. The rationale for its rests on moving the officers and sergeants to a more competitive wage position with local law enforcement agencies. The cost of funding this proposal is an estimated \$2.3 million dollars.

The continuation of the lump-sum bonus is designed as a personal incentive for officers in order to reward them for work quality performance over and above that of the normal officer.

If you have any questions, please feel free to contact this office at (800) 733-3722, ext. 406.

**Hal Johnson | [hal@flpba.org](mailto:hal@flpba.org)**

**General Counsel**

Florida Police Benevolent Association

**Phone - (800) 733-3722, Ext. 406 | Fax - (850) 561-8898**

Representing Florida's Finest

Warning: This transmission contains confidential information intended only for the person(s) named above. It may contain information that is confidential and - protected from disclosure by the attorney-client privilege and/or work product doctrine or exempt from disclosure under other applicable laws, including, but not limited to, the FOIA, Privacy Act, 5 USC 552, Ch. 119, F.S., or the Florida Rules of Evidence. Any use, distribution, copying or other disclosure by any other person is strictly prohibited. If you have received this transmission in error, please notify the sender immediately.

Police Benevolent Association (PBA) - Florida Highway Patrol CBU 12 Economic Proposals Fiscal Year 2014-2015		
Union/Issue	Estimated Cost	Comments
<b>Article 25:</b> Effective July 1, 2014, 5% Competitive Pay Adjustment for unit employees with an annual base salary of \$39,999 or less	\$2,047,616	Costs calculated with a 5% increase on each position's current base rate salary up to \$39,999. Includes filled and vacant positions. Source used for calculation is LAS/PBS (Dec People First). Costing prepared by OPB including retirement and FICA.
<b>Article 25:</b> Effective July 1, 2014, 4% Competitive Pay Adjustment for unit employees with an annual base salary of \$40,000 or more	\$2,301,574	Costs calculated with a 4% increase on each position's current base rate salary more than \$40,000. Includes filled and vacant positions. Source used for calculation is LAS/PBS (Dec People First). Costing prepared by OPB including retirement and FICA.

**Police Benevolent Association  
Florida Highway Patrol Unit – State Personnel System  
Current One-Year Agreement Expires June 30, 2014  
Status of Collective Bargaining as of February 6, 2014  
Fiscal Year 2014 – 15 Successor Agreement Negotiations – All Articles Open for Negotiation  
Articles at Impasse: 5, 6, 8, 9, 10, 12, 14, 18, 25, 27**

Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 5 – Employment Representation and PBA Activities	<p>State Proposal of January 24, 2014:</p> <p>Section 5 – Consultations held during regular work hours of a participant are treated as time worked.</p> <p>Section 7 – 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.</p>		No union proposal.
Article 6 – Grievance Procedure	<p>State Proposal of January 24, 2014:</p> <p>Section 1 – Defines “Grievant” rather than “Employee”; use business days for calculation of grievance time limits.</p> <p>Section 3 –</p> <ul style="list-style-type: none"> <li>• grievance meetings, mediations, and arbitrations held during regular work hours of a grievant, a</li> </ul>		No union proposal.

**Police Benevolent Association  
 Florida Highway Patrol Unit – State Personnel System  
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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 6 – Grievance Procedure (continued)	<p>representative of the grievant, or required witnesses, are treated as time worked;</p> <ul style="list-style-type: none"> <li>• the state will not pay the expenses of any participants attending such meetings on behalf of the union;</li> <li>• contract language disputes reviewed by DMS at Step 3; disciplinary grievances are appealed from Step 2 to arbitration without a review at Step 3;</li> <li>• arbitrator's decision is to be determined by applying a preponderance of the evidence standard;</li> <li>• an award for back pay is to be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits, 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;</li> <li>• when a continuance is granted to the union to reschedule an arbitration hearing over the objection of the agency, the agency</li> </ul>		

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 6 – Grievance Procedure (continued)	<p>is not responsible for back pay for a period between the original arbitration hearing date or the end of the five month period, and the rescheduled date;</p> <ul style="list-style-type: none"> <li>• transcripts of arbitration hearings are addressed, including allocation of costs associated with court reporter appearance and transcribing and copying transcript;</li> <li>• role of the DMS Arbitration Coordinator is clarified.</li> </ul>		
Article 8 – Workforce Reduction	<p>State Proposal of January 24, 2014:</p> <p>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</p>		No union proposal.

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 8 – Workforce Reduction (continued)	<p>with permanent status; adds timeframe to apply only within one year following demotion.</p> <p>Adds new Section 5 – Grievability; clarifies that a layoff is not discipline; that grievances must be based on whether the layoff was in accordance with the provisions of Article 8 of the Agreement.</p>		
Article 9 – Reassignment, Transfer, Change in Duty Station Promotion	<p>State Proposal of January 24, 2014:</p> <p>Section 1 – Amends definition of “reassignment” and adds “lateral actions” (see Article 8, Section 1 for definition of “lateral action”); clarifies status in each type of action.</p> <p>Section 2 – Adds lateral action as option in addition to transfer and change in duty station for employee to request voluntary reassignment.</p> <p>Section 3 – 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.</p>		No union proposal.



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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 9 – Reassignment, Transfer, Change in Duty Station Promotion (continued)	Section 8 – Adds provision for grievability of Article 9 in accordance with Article 6 of the Agreement up to and including Step 3 of grievance procedure.		
Article 10 – Disciplinary Action	State Proposal of January 24, 2014:  (G) – Oral reprimands are not grievable; written reprimands may be grieved by employees with permanent status in their current position and are final and binding at Step 2.		No union proposal.
Article 12 – Personnel Records	State Proposal of January 24, 2014:  Section 2 – Employee information exempt from disclosure under the Public Records Law, Chapter 119, F.S., is stricken from Article 12, and is incorporated in the state's proposal for Article 5, Section 7 – Employee Lists.		No union proposal.
Article 14 – Performance Review	State Proposal of January 31, 2014:  Section 1 – In accordance with s. 316.640(1), F.S., the agency shall not establish traffic citation quotas as part of its traffic enforcement activities. However, statistical data related to individual employee or unit activities is relevant, and	Union Conceptual Proposal of November 15, 2013:  Proposes numerical arrest citations or violation quotas will not be used in reviewing employees' performance.	No contractual language proposal submitted by the union.

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
Article 14 – Performance Review (continued)	may be considered as one of multiple aspects or factors in assessing the overall effectiveness of traffic enforcement activities.		
Article 18 – Hours of Work, Leave and Job-Connected Disability	<p>State Proposal of January 24, 2014:</p> <p>Section 5 – An employee who is filling an included position may, if agreed to by the employee and supervisor, waive payment for overtime and elect to have the overtime hours credited to FLSA compensatory leave at the rate of 1 ½ hours for each hour of overtime worked. Such election will apply until changed again, and only to workdays starting on the day of the change in which hours worked in the work period exceed the contracted hours.</p> <p>Section 6 – Provides for the earning of special compensatory leave when an employee’s assigned office, facility, or region is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition; <u>deletes</u> current language providing an employee 60 calendar days to use earned special compensatory leave time; <u>deletes</u> current language providing if the employee fails to use earned special compensatory leave</p>	<p>Union Conceptual Proposal of November 15, 2013:</p> <p>Pilot holiday leave program for employees receiving special compensatory leave on a holiday or day designated by the Governor as a holiday.</p> <p>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 a holiday.</p>	No contractual language proposal submitted by the union.

**Police Benevolent Association  
Florida Highway Patrol Unit – State Personnel System  
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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 18 – Hours of Work, Leave and Job-Connected Disability (continued)	during the 60 day period, the supervisor shall schedule the employee to use it; and adds: agencies may require employees to reduce special compensatory leave balances pursuant to their authority in Rule 60L-34, F.A.C., requiring the use of a minimum of 120 hours of special compensatory leave each calendar year or the amount necessary to bring the employee's balance to 240 hours, whichever is less, prior to the employee using any annual leave.		
Article 25 – Wages	<p>State Proposal of January 24, 2014:</p> <p>Section 1 – Proposes pay shall be in accordance with the Fiscal Year 2014-2015 General Appropriations Act; 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.</p> <p>Section 2 – Proposes Variable Compensation Award as provided in the Governor's Budget Recommendations.</p>	<p>Union Proposal of January 13, 2014:</p> <p>5% competitive pay adjustment for unit employees with an annual base salary of \$39,999 or less, effective July 1, 2014;  4% competitive pay adjustment for unit employees with an annual base salary of \$40,000 or more, effective July 1, 2014;  competitive pay adjustment in addition to any general wage or merit increases provided by the legislature.</p>	Cost estimate: \$4.3 million

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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 25 – Wages (continued)	<p>Section 3 – Proposes Temporary Special Duties Pay Additive for employees 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 – Proposes employees may be given the option of receiving a payout of up to 24 hours of annual leave each December in accordance with Section 110.219(7), F.S., subject to available funds.</p> <p>Section 5 – Proposes 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 6 – Proposes 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 7 – Proposes that in the event the 2014 Legislature provides different funding or eligibility provisions for the above-</p>		

**Police Benevolent Association  
Florida Highway Patrol Unit – State Personnel System  
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Article	State's Last Proposal	Union's Last Proposal	Comments
Article 25 – Wages (continued)	referenced pay increases and payments, the state and the union agree that the increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2014-2015 General Appropriations Act, or any other relevant statutes.		
Article 27 – Insurance Benefits	State Proposal of February 6, 2014:  All state-sponsored standard health plans will be amended to include the following additional provision: The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contributions adjustments, shall	Union Conceptual Proposal of November 15, 2013: Proposes no change to the health insurance benefits and employee contributions.	No contractual language proposal submitted by the union.

**Police Benevolent Association**  
**Florida Highway Patrol Unit – State Personnel System**  
**Current One-Year Agreement Expires June 30, 2014**  
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*Articles at Impasse: 5, 6, 8, 9, 10, 12, 14, 18, 25, 27*

Article	State's Last Proposal	Union's Last Proposal	Comments
Article 27 – Insurance Benefits (continued)	be provided to the EOG by July 1, 2014, to allow for necessary and timely approvals by the LBC for statewide implementation on January 1, 2015.		

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TEAMSTERS LOCAL UNION  
NO. 2011

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**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 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

**For the State**

**For the Teamsters**

\_\_\_\_\_  
Michael Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



- (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 ~~President of the Union or designee, the state will~~, on no more than on a quarterly basis, the state will provide the Union it with personnel data from the state personnel database (People First). a list giving the name, home address on file, classification title, and gross salary for each employee. 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 list information will be prepared on the basis of the latest information on file available in the database at the time the list is prepared of the request. ~~Where employee lists are fully available at no cost to non-public entities, they shall be made available to the President of the Union upon written request, at no cost.~~

(B) ~~The Union agrees that the home addresses and telephone numbers of employees shall remain confidential pursuant to section 119.07, Florida Statutes. The Union will not disclose the home addresses and telephone numbers of employees to third parties including, but not limited to, sale of the information to other persons or parties. 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~~

For the State

For the Teamsters

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

may not be used by an entity or individual for any purpose other than Union business.

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

#### **SECTION 5 – Occupation Profiles and Rules**

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

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

#### **SECTION 6 – Representative Access**

(A) The state agrees that accredited representatives of the Union shall have access to the premises of the state which are available to the public.

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

#### **SECTION 7 – New Employee Orientation and Training Academies**

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

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the Teamsters**

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

**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 working hours of an employee any participant, such ~~participant shall be excused without loss of pay for that purpose~~ hours shall be deemed time worked. Attendance at a consultation meeting outside of a participant's regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and agency activities affecting employees. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. The parties shall exchange agenda indicating the matters they wish to discuss no later than seven calendar days prior to the scheduled meeting date.

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

**SECTION 9 – Negotiations**

The Union agrees that all collective bargaining is to be conducted with state representatives designated for that purpose by the Governor, as Chief Executive Officer. While negotiating meetings shall normally be held in Tallahassee, the state and the Union may agree to

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the Teamsters**

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

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.

**For the State**

\_\_\_\_\_  
Michael Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the Teamsters**

\_\_\_\_\_  
Holly Van Horsten  
Chief Negotiator

\_\_\_\_\_  
Date

**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) “Employee” “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 ~~calendar~~ business days, ~~excluding any day observed as a holiday pursuant to section 110.117, Florida Statutes, or holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Agreement.~~ “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 ~~an employee~~ 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 ~~employee 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 ~~employee grievant~~ or the Union. In the case of any duplicate filing, the action first filed will be the one processed.

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(B) ~~An employee~~ 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 ~~employee grievant~~ is represented by the Union, any decision agreed to by the state and Union shall be binding on the ~~employee grievant~~.

(C) Where Union representation is requested by ~~an employee a grievant~~, the ~~employee's 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 ~~an employee 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 ~~at the Oral Step and to represent the grievant at Oral Step and Step 1 meetings held during regular work hours~~. Such annual or compensatory leave shall be subject to prior approval by the Grievance Representative's immediate supervisor; however, approval of such ~~time off 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 ~~an employee a~~

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grievant as provided in this Article will be considered a required participant at the Step 1 grievance meeting.

(D) Both ~~the~~ the employee grievant and the employee's 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 ~~both~~ the employee grievant and the employee's grievant's representative.

(E) If the employee 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 employee 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 working hours of any required participant, such participant shall be excused without loss of pay for that purpose 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 working 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 ~~14~~ 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

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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 employee grievant or the employee's grievant's representative if a meeting is deemed necessary by the Oral Step representative. The Oral Step representative shall communicate a decision to the employee grievant and the employee's grievant's representative, if any, within 14 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 employee 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 employee grievant elects to utilize the oral discussion step and the grievance is not resolved, the employee grievant or the designated employee grievance representative may submit it in writing to the Step 1 management representative within 14 10 days following the receipt of the oral step decision. If the employee 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 14 15 days following the occurrence of the event giving rise to the grievance. In filing a grievance at Step 1, the employee grievant or the designated employee 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 employee grievant and the employee's grievant's representative, if any, within 14 15 days following the date the grievance is received at Step 1.

(c) Failure to communicate the decision within the specified time limit

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shall permit the employee 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 employee grievant or the employee's grievant's representative may submit it in writing to the Agency Head or designated representative within ~~44~~ 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 employee grievant and/or the ~~designated Union 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 ~~21~~ 15 days following receipt of the written grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the employee 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 employee grievant or his representative, if not represented by the Union, may appeal the ~~Step 2 decision grievance~~, in writing, to the Department of Management Services within ~~44~~ 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 ~~may~~ shall meet with the Union President or designated Union representative, to discuss the grievance with the Union representative, or the

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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 employee grievant and ~~the Union President or designated Union~~ his representative within ~~21~~ 15 days following receipt of the written grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the employee 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. 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 ~~3~~ 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 ~~14~~ 10 days after receipt of the decision at Step ~~3~~ 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 employee grievant because he was not a dues-paying member of the Union, the employee 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 ~~facilitate the scheduling of all arbitration hearings~~ 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

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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. ~~As an exception to this scheduling requirement, 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 ~~shall be held~~ 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 ~~20~~ 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 ~~30~~ 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

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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. ~~No An~~ award for 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, and such back pay shall not include punitive damages, and shall not be retroactive to a date earlier than ~~the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance~~ 15 days prior to the date the grievance was initially filed.

b. ~~The award shall not exceed the actual loss to the grievant and will not include punitive damages.~~ 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

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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).

(h 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 14 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

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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 ~~14~~ 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.

**For the State**

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**Article 7**  
**DISCIPLINE AND DISCHARGE**

**SECTION 1 – Disciplinary Action**

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

(B) 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 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 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

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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.

## **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.

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(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

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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

**For the State**

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Date

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Chief Negotiator

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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.

**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.

**For the State**

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Michael Mattimore  
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Date

**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.

(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

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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 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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**Article 23**  
**HOURS OF WORK/OVERTIME**

**SECTION 1 – Hours of Work and Overtime**

(A) The normal workweek for each full-time employee shall be 40 hours unless the employee is on an agency-established extended work period. Except for emergency circumstances, the normal work day is eight hours or 12 hours; the normal workday for Department of Corrections' employees assigned to public or Department of Transportation work squads is ten hours. The parties agree that the issue of the hours in a normal work day may be a subject of negotiation at any time during the term of this agreement.

(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 recognized 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 approve an employee's specific request for time off. Failure to approve such requests shall not be grievable under the provisions of Article 6 of this Agreement.

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

~~(F) The Union 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.~~

(F) Absent a compelling need, an employee who is regularly scheduled to work 12 hour shifts shall not be required to work an extended workday of more than 16 continuous hours. Upon working an extended workday, the employee shall be given a minimum of eight hours between shifts before returning for his next shift (whether scheduled or unscheduled).

**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 workweek schedule; however, the state will make a good faith effort to reflect a one month schedule. In the event an employee's shift, workdays

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or hours are changed while the employee is on approved leave, the agency will make a good faith effort to notify the employee of the change at his home. With prior written notification of at least three workdays to the employee's immediate supervisor, employees may agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

~~(B)~~ For shifts, and shift changes the following shall apply:

~~(1)~~ In the Department of Children and Families where practical, shifts, shift changes, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. The state and the Union 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.

~~(2)~~ For the Department of Corrections, shifts, shift changes, and regular days off shall be scheduled primarily to meet the needs of the agency, with due regard for employee seniority, work history, and preference. Management is responsible for the assignment to and from administrative shift positions. The Department of Corrections, whenever practical, will try to offset an officer's additional work hours in conjunction with his regular days off.

~~(C)~~ B 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)~~ C Where practical, vacation and holiday leave shall be scheduled at least 60 days 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 holidays. For the Department of Corrections, annual leave requests and approvals for correctional officers shall be in accordance with procedure 602.030.

~~(E)~~ D Correctional probation officers (excluding community control officers) who carry a regular caseload may be required to work a maximum of 16 hours per month outside the normal 8 a.m. to 5 p.m., Monday through Friday schedule. The 16 hours may be broken down into no less than two-hour or more than eight-hour segments. Officers may schedule their field time in the morning, evening, Saturday or Sunday, or in any combination thereof. Officers may

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also volunteer to schedule more than 16 hours of field work in a month. Officers must receive prior approval from their supervisor before implementing their work schedule.

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

**SECTION 3 – Rest Periods**

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

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

**SECTION 4 – Court Appearances**

If a correctional officer or institutional security specialist is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regularly assigned shift, the correctional officer or institutional security specialist shall be granted a minimum of two hours pay at his straight-time hourly rate. In all other respects, such appearances shall be governed by the provisions of Rule 60L-34, Florida Administrative Code.

**SECTION 5 – Non-Required Work Time**

Employees shall not be required to volunteer time to the state.

**SECTION 6 – 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

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(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. Where an employee is required to reduce special compensatory time, the employee shall be provided seven days' notice of such leave. Such required leave shall be scheduled at a minimum of eight hour increments if such hours are available.

(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.

(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 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.

**SECTION 7 – Compulsory Disability Leave**

An agency may require an employee to use earned leave credits to cover the period between the agency's determination that the employee may be unable to perform assigned duties and the results of an agency-ordered medical examination. The medical examination shall be in accordance with the provisions of Rule 60L-34, Florida Administrative Code. If the medical examination confirms that the employee is able to perform assigned duties, any earned leave

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required to be used by the employee prior to the results of the medical examination shall be restored. If the employee is placed in non-pay status due to a lack of earned leave credits, the employee may be paid as if he had worked; however, requests for such payment shall be considered by the agency on a case-by-case basis.

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**Article 25  
WAGES**

**SECTION 1 – Pay Provisions – General**

(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.

**SECTION 2 – Variable Compensation Award**

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation for the January 1 through June 30, 2014 evaluation period. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2014-2015 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2014, and are subject to funding as provided in the 2014-2015 General Appropriations Act.

**SECTION 3 – 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

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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. An exception to this provision shall be 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, in which case the employee shall receive the same amount upon increase as was received when demoted. 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

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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 4 – Deployment to a Facility or Area Closed due to Emergency**

In accordance with the authority provided in the Fiscal Year 2014-2015 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– 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 6 – 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 – 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 8 – 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**

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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.

(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) No bargaining unit employee shall be required to purchase food from the canteen in conjunction with the implementation and use of clear lunch boxes.

(E) 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.

(F) The agencies shall maintain proper staffing levels, including but not limited to maintaining critical levels. The agencies shall not engage in ghosting.

**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 under 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, 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 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. in accordance with Rules of the Department of Corrections, Chapter 33-302.104, Florida Administrative Code, as amended February 13, 2012.

~~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 23

### HOURS OF WORK/OVERTIME

#### SECTION 1 – Hours of Work and Overtime

(A) The normal workweek for each full-time employee shall be 40 hours unless the employee is on an agency-established extended work period. Except for emergency circumstances, the normal work day is eight hours or twelve hours; the normal workday for Department of Corrections' employees assigned to public or Department of Transportation work squads is ten hours. The parties agree that the issue of the hours in a normal work day may be a subject of negotiation at any time during the term of this agreement.

(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 recognized 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 approve an employee's specific request for time off. Failure to approve such requests shall not be grievable under the provisions of Article 6 of this Agreement.

(E) The state agrees that overtime assignments will be fairly and evenly distributed amongst those employees desiring overtime, and that the assignment of overtime is not to be made on the basis of favoritism.

(1) Where practical, overtime will be offered and/or assigned using seniority by classification using a rotation list established at each major institution at the beginning of the fiscal year, and updated as necessary to account for changes in the workforce.

(2) Employees who sign up for the overtime and decline it will be returned to the bottom of the rotation list unless such turndown is based on legitimate illness or emergency.

(3) If there are not enough volunteers on the overtime list and/or no employee at the major institution accepts the overtime, overtime may be forced by proceeding in reverse-order on the overtime list.

(4) In any case where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the grievance procedure under Article 6 herein, to Step 3 of the procedure.

(F) The Union 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.

(G) A bargaining unit employee who is regularly scheduled to work 12 hour shifts shall not be required by the state to work more than 16 continuous hours in a workday and/or extended workday. Upon working an extended workday, the bargaining unit employee shall be given a minimum of eight hours between shifts before returning for his next shift (whether scheduled or unscheduled).

## **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 workweek schedule; however, the state will make a good faith effort to reflect a one month schedule. In the event an employee's shift, workdays or hours are changed while the employee is on approved leave, the agency will make a good faith effort to 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 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) For shifts, and shift changes the following shall apply:

~~(1) In the Department of Children and Families where practical, shifts, shift changes, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. The state and the Union 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.~~

~~(2) For the Department of Corrections, Where practical, shifts, shift changes, and regular days off shall be scheduled primarily to meet the needs of the agency, with due regard for employee seniority, work history, and preference. Management is responsible for the assignment to and from administrative shift positions. The state and Union understand that there may be times when the needs of the agency will not permit such~~

scheduling as outlined in subsection (a) below. Shift scheduling will be managed as follows: The Department of Corrections, whenever practical, will try to offset an officer's additional work hours in conjunction with his regular days off.

(a) There will be no shift rotation or shift change unless the employee requests a shift and/or regular days off change or requests a reassignment provided the employee has at least two or more years of continuous work experience with no break in service in his current class with the applicable Department.

(b) Management is responsible for all assignments to the administrative shift; however, management will consider seniority when make such assignments as one factor.

(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 at least 60 days 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 holidays. For the Department of Corrections, annual leave requests and approvals for correctional officers shall be in accordance with procedure 602.030.

(E) Correctional probation officers (excluding community control officers) who carry a regular caseload may be required to work a maximum of 16 hours per month outside the normal 8 a.m. to 5 p.m., Monday through Friday schedule. The 16 hours may be broken down into no less than two-hour or more than eight-hour segments. Officers may schedule their field time in the morning, evening, Saturday or Sunday, or in any combination thereof. Officers may also volunteer to schedule more than 16 hours of field work in a month. Officers must receive prior approval from their supervisor before implementing their work schedule.

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

(F) Absent compliance with Department of Corrections Procedure Number 208.007 "Extended Workdays for Correctional Officers," and the provisions of this Section, the

Department shall not change a bargaining unit employee's shift start time or end time if the employee is assigned to a swing shift.

(G) A bargaining unit employee is considered to have fulfilled his extended workday requirement, and shall be rotated to the bottom of the extended workday roster, if the employee is directed by the shift supervisor to work past the end of his scheduled shift and he stays on duty for eight minutes or more.

### **SECTION 3 – Rest Periods**

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

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

### **SECTION 4 – Court Appearances**

If a correctional officer or institutional security specialist is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the correctional officer or institutional security specialist shall be granted a minimum of two hours pay at his straight-time hourly rate. In all other respects, such appearances shall be governed by the provisions of Rule 60L-34, Florida Administrative Code.

### **SECTION 5 – Non-Required Work Time**

Employees shall not be required to volunteer time to the state.

### **SECTION 6 – ~~Special Compensatory Leave~~ Holiday Pay**

(A) Beginning July 1, 2014, employees will be paid at two times their hourly rate of pay for each hour of work performed on a holiday as defined in section 110.117, Florida Statutes. All other bargaining unit employees, those who do not perform work on a holiday as defined in section 110.117, Florida Statutes, will have a day off with pay.

~~(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 July 1, 2014

(1) An employee may be required to reduce special compensatory leave balances, but will not be required to reduce his special compensatory leave balance below 240 hours.

(2) An employee will not be required to use special compensatory leave in lieu of annual leave.

(3) Upon separation from employment, an Employee will be paid for each hour of special compensatory leave at his rate of pay immediately prior to separation. An employee will be paid for each hour of special compensatory leave for all hours earned, including but not limited to those hours above 240 hours.

~~(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. Where an employee is required to reduce special compensatory time, the employee shall be provided seven days' notice of such leave. Such required leave shall be scheduled at a minimum of eight hour increments if such hours are available.~~

(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.~~

~~(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.~~

#### **SECTION 7 – Compulsory Disability Leave**

An agency may require an employee to use earned leave credits to cover the period between the agency's determination that the employee may be unable to perform assigned duties and the results of an agency-ordered medical examination. The medical examination shall be in accordance with the provisions of Rule 60L-34, Florida Administrative Code. If the medical examination confirms that the employee is able to perform assigned duties, any earned leave required to be used by the employee prior to the results of the medical examination shall be restored. If the employee is placed in non-pay status due to a lack of earned leave credits, the employee may be paid as if he had worked; however, requests for such payment shall be considered by the agency on a case-by-case basis.

**Article 25  
WAGES**

**SECTION 1 – General Pay Provisions**

~~(A) Pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act.~~

~~(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act.~~

The state shall comply with the terms of Florida Statute § 944.023, including but not limited to § 944.023(4)(g).

**SECTION 2 – General Wage Increase for Fiscal Year ~~2013-14~~ 2014-15**

~~(A) Effective October~~ July 1, 2014, ~~full-time eligible all bargaining unit employees with a base rate of pay of \$40,000 or less on September 30, 2013,~~ shall receive ~~an annual competitive pay adjustment of \$1,400.~~ of 3.0 percent on each employee's June 30, 2014 base rate of pay.

~~(B) 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.~~

~~(C) 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.~~

The parties acknowledge that the definition of the term "law enforcement employee," in the Appropriations Act for the 2013-14 fiscal year, was inconsistent with the definition in Florida Statute. Correctional officers and correctional probation officers are law enforcement officers

pursuant to state statute, and should have received the wage increase provided in Section 8(2)(a)(2) of the Appropriations Act for the 2013-14 fiscal year. Accordingly, on July 1, 2014, each bargaining unit member:

(A) with less than 5 total combined years of state service in any 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, 2014 base rate of pay.

(B) 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, 2014, base rate of pay.

#### **SECTION 4 – 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 5 – Deployment to a Facility or Area Closed due to Emergency**

~~In accordance with the authority provided in the Fiscal Year 2013-14 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, e~~ 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 6 – 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 7 – 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 8 – 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.

**Teamsters- Security Services Bargaining Unit- (08)**  
**Fiscal Year 2013-14**

Union/Issue	Estimated Cost	Comments
<p><b>Article 23(6)(B):</b> Provides employees with special comp leave balances in excess of 240 hours be paid for each hour of special compensatory leave at his rate of pay immediately prior to separation. An employee will be paid for each hour of special compensatory leave for all hours earned, including but not limited to those hours above 240 hours.</p>	<p>Indeterminate but significant</p>	
<p><b>Article 25(2):</b> Provides at least a 3% increase in base pay for all DOC officers</p>	<p>\$23 M</p>	<p>Calculation is based on filled positions including benefits (17,285). LAS/PBS December 2013 data was the source for the calculation.</p>
<p><b>Article 25(3):</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>	<p>\$35.3 M</p>	<p>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>

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*Articles at Impasse: 5, 6, 7, 13, 23, 25*

<b>Article</b>	<b>State’s Last Proposal</b>	<b>Union’s Last Proposal</b>	<b>Comments</b>
5 – Union Activities and Employee Representation	<p><u>State Proposal of January 15, 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.</p> <p>Section 8 – Consultations held during regular work hours of a participant are treated as time worked.</p>		No union proposal.
6 – Grievance Procedure	<p><u>State Proposal of January 17, 2014:</u>  Section 1 – defines “Grievant” rather than “Employee” for purposes of this article; use business days for calculation of grievance time limits.</p>		No union proposal.

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Article	State's Last Proposal	Union's Last Proposal	Comments
6 – Grievance Procedure (continued)	Section 3 – <ul style="list-style-type: none"> <li>• 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 (time for investigating grievances requires use of annual or compensatory leave);</li> <li>• the state will not pay the expenses of any participants attending such meetings on behalf of the union;</li> <li>• contract language disputes reviewed by DMS at Step 3; disciplinary grievances are appealed from Step 2 to arbitration without a review at Step 3;</li> <li>• arbitrator's decision is to be determined by applying a preponderance of the evidence standard;</li> <li>• an award for back pay shall be reduced by the amount of wages earned from other sources or monies received as</li> </ul>		

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<b>Article</b>	<b>State's Last Proposal</b>	<b>Union's Last Proposal</b>	<b>Comments</b>
6 – Grievance Procedure (continued)	reemployment assistance benefits, 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; <ul style="list-style-type: none"> <li>• 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, and the rescheduled date;</li> <li>• transcripts of arbitration hearings are addressed, including allocation of costs associated with court reporter appearance and transcribing and copying transcript;</li> <li>• role of the DMS Arbitration Coordinator is clarified.</li> </ul>		

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<b>Article</b>	<b>State's Last Proposal</b>	<b>Union's Last Proposal</b>	<b>Comments</b>
7 – Discipline and Discharge	<u>State Proposal of January 15, 2014:</u> Section 1 – Written reprimands grieved by employees with permanent status in their current position are final and binding at Step 2.		No union proposal.
13 – Safety	<u>State Proposal of February 6, 2014:</u> Proposes status quo	<u>Union Proposal of January 31, 2014:</u> Proposes new Section 2(C) – Proposes the state expressly agrees to abide by the terms of Chapter 287, Part II, F.S., and chapter 60B-1, F.A.C., with regard to state-owned vehicles.  Proposes new Section 2(D) – Proposes no bargaining unit employee shall be required to purchase food from the canteen in conjunction with the implementation and use of clear lunch boxes.  Proposes new Section 2(E) – Proposes 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.	

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<b>Article</b>	<b>State’s Last Proposal</b>	<b>Union’s Last Proposal</b>	<b>Comments</b>
13 – Safety (continued)		<p>Proposes new Section 2(F) – Proposes the agencies shall maintain proper staffing levels, including but not limited to maintaining critical levels. The agencies shall not engage in “ghosting”.</p> <p>Section 3 – Proposes complaints arising from the application or interpretation of this Article shall be grievable, but only up to Step 3, with the exception of the newly proposed provisions of Section 2, which shall be grievable through the arbitration step of the grievance procedure.</p> <p>Section 5 – Strikes contract language from the FY 2013-14 Agreement, acknowledging the Department of Corrections included significant additional resources for radio communications system replacement and staffing, as well as funding of recurring costs for soft body armor, in its FY 2013-14 Legislative Budget Request.</p>	



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Article	State's Last Proposal	Union's Last Proposal	Comments
23 – Hours of Work/Overtime	State Proposal of February 6, 2014: Section 1(E) – proposes status quo.	Union Proposal of January 31, 2014: Section 1(E) – <ul style="list-style-type: none"> <li>• Proposes overtime assignments will be fairly and evenly distributed amongst those employees desiring overtime; maintains current language that the assignment of overtime is not to be made on the basis of favoritism.</li> <li>• Where practical, overtime will be offered and/or assigned using seniority by classification using a rotation list established at each major institution at the beginning of the fiscal year, updated as necessary to account for changes in the workforce.</li> <li>• Employees who sign up for overtime and decline it will be returned to the bottom of the rotation list unless such turndown is based on legitimate illness or emergency.</li> <li>• If there are not enough volunteers on the overtime list and/or no employee at the major institution accepts the overtime, overtime may be forced by proceeding in</li> </ul>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
<p>23 – Hours of Work/Overtime (continued)</p>	<p>Section 1(F) – Deletes reference to rule revisions required for compliance with the Fair Labor Standards Act.</p> <p>Proposes new Section 1(F) – Absent a compelling need, an employee who is regularly scheduled to work 12 hour shifts shall not be required to work an extended workday of more than 16 continuous hours. Upon working an extended workday, the employee shall be given a minimum of 8 hours between shifts before returning for his next shift (whether scheduled or unscheduled).</p> <p>Section 2(B) – Strikes in its entirety.</p>	<p>reverse-order on the overtime list.</p> <p>Section 1(F) – proposes status quo.</p> <p>Proposes new Section 1(G) – An employee who is regularly scheduled to work 12 hour shifts shall not be required to work more than 16 continuous hours in a workday and/or extended workday. Upon working an extended workday, the employee shall be given a minimum of 8 hours between shifts before returning for his next shift, whether scheduled or unscheduled.</p> <p>Section 2(B) – Where practical, shifts, shift changes, and regular days off shall be scheduled with due regard for employee seniority and preference (strikes to primarily meet the needs of the agency and with due regard for employee work history). There may be times when the needs of the agency will not permit such scheduling. Shift scheduling will be managed as follows:</p> <ul style="list-style-type: none"> <li>• There will be no shift rotation or</li> </ul>	

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Article	State's Last Proposal	Union's Last Proposal	Comments
23 – Hours of Work/Overtime (continued)	<p>Section 2(F) – Strikes limitation to grieve this section only up to Step 3.</p> <p>Rejects the union's proposal.</p> <p>Rejects the union's proposal.</p>	<p>shift change unless the employee requests a shift and/or regular days off change or requests a reassignment provided the employee has at least two or more years of continuous work experience with no break in service in his current class with the applicable Department.</p> <ul style="list-style-type: none"> <li>• Management is responsible for all assignments to the administrative shift; however, management will consider seniority as one factor when making such assignments.</li> </ul> <p>Section 2(F) – Strikes limitation to grieve this section only up to Step 3.</p> <p>Proposes new Section 2(F) – Absent compliance with DOC Procedure Number 208.007 “Extended Workdays for Correctional Officers”, and the provisions of this Section, the DOC shall not change an employee's shift start time or end time if the employee is assigned to a swing shift.</p> <p>Proposes new Section 2(G) – An employee is considered to have fulfilled</p>	

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*Articles at Impasse: 5, 6, 7, 13, 23, 25*

<b>Article</b>	<b>State's Last Proposal</b>	<b>Union's Last Proposal</b>	<b>Comments</b>
23 – Hours of Work/Overtime (continued)	Section 6 – proposes status quo.	<p>his extended workday requirement, and shall be rotated to the bottom of the extended workday roster, if the employee is directed by the shift supervisor to work past the end of his scheduled shift and he stays on duty for 8 minutes or more.</p> <p>Section 6 – Effective July 1, 2014, hours worked on a holiday will be paid at two times the employee's hourly rate of pay; for hours worked in a work period that includes a holiday, the employee will be given a day off with pay (special comp).</p> <p>For hours earned prior to July 1, 2014, employees may be required to reduce special comp leave balances, but not below 240 hours; employees will not be required to use special comp leave in lieu of annual leave; upon separation, all special comp hours will be paid at the employee's rate of pay earned immediately prior to separation (not limited to hours above 240).</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 February 6, 2014**  
**Fiscal Year 2014-15 Reopener Negotiations – 3 Articles May Be Opened by Each Party**  
**Articles at Impasse: 5, 6, 7, 13, 23, 25**

Article	State's Last Proposal	Union's Last Proposal	Comments
25 – Wages	<p>State Proposal of January 24, 2014:  Section 1 – Proposes pay shall be in accordance with the Fiscal Year 2014-2015 General Appropriations Act; 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.</p> <p>Section 2 – Proposes Variable Compensation Award as provided in the Governor's Budget Recommendations.</p> <p>Section 3 – Proposes Temporary Special Duties Pay Additive for employees 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 – Proposes employees may be given the option of receiving a payout of up to 24 hours of annual leave each December in accordance with Section 110.219(7), F.S., subject to available funds.</p>	<p>Union Proposal of January 9, 2014 (discussed during January 15, 2014 negotiations):</p> <p>Section 1 – General pay as provided in section 944.023(4)(g), F.S. (comparable pay and benefits to law enforcement officers).</p> <p>Section 2 – 3% general wage increase effective July 1, 2014.</p> <p>Section 3 – 3% special pay increase effective July 1, 2014 for employees with less than 5 years' service in bargaining unit classes; 5% special pay increase effective July 1, 2014 for employees with 5 or more years' service in bargaining unit classes.</p> <p>Section 5 – Strikes authority granted in the General Appropriations Act and availability of funds/agency discretion to grant up to 15% temporary special duty pay additive for employees deployed to facilities or areas closed due to emergency.</p>	<p>Cost estimate: \$23 million</p> <p>Cost estimate: \$35.3 million</p>

**Teamsters Local Union No. 2011  
Security Services Unit – State Personnel System  
Current Two-Year Agreement Expires June 30, 2015  
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Articles at Impasse: 5, 6, 7, 13, 23, 25**

<b>Article</b>	<b>State’s Last Proposal</b>	<b>Union’s Last Proposal</b>	<b>Comments</b>
25 – Wages (continued)	<p>Section 5 – Proposes 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 6 – Proposes 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 7 – Proposes that in the event the 2014 Legislature provides different funding or eligibility provisions for the above-referenced pay increases and payments, the state and the union agree that the increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2014-2015 General Appropriations Act, or any other relevant statutes.</p>		

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FLORIDA NURSES  
ASSOCIATION

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**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 at the Oral Step and to represent grievants at the Oral Step and Step 1 meetings on grievances which have been properly filed under Article 6 of this Agreement, when the Association has been selected as the employee’s representative.

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

(B) The Association shall furnish to the State the name, 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**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FNA**

\_\_\_\_\_  
Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the FNA**

\_\_\_\_\_  
Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
Date

the Department of Management Services and/or designee shall make a good faith effort to meet and consult on a quarterly basis with three (3) Association representatives. Such meetings shall be held at a time and place designated by the Department of Management Services.

(B) Upon request by the designated Association Staff Representative, but not more often than once in each calendar month, the agency head and/or designee shall meet and consult with not more than four (4) Association representatives from the agency, ~~not more than two (2) of whom can be on State time~~, and the Association Staff Representative. Such meetings shall be held at a time and place designated by the agency head.

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

(D) All consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the regular working hours of any employee participant, such ~~participant shall be excused without loss of pay for that purpose~~ hours shall be deemed time worked. Attendance at a consultation meeting outside of a participant's regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any Professional Health Care activity which affects employees, and no such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss. Where the Association Grievance Representative has requested the meeting, a copy of the agenda shall also be furnished to the Association Staff Representative for review prior to the meeting.

**For the State**

**For the FNA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
Date

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Date

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

**SECTION 5 - Bulletin Boards**

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

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

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

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

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

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

**SECTION 6 - Employee Lists**

~~(A) It is the State’s policy to protect employees’ home addresses and work locations that are designated in the State’s personnel information system as confidential, exempt record or~~

**For the State**

**For the FNA**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

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Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~protected identity from inadvertent or improper disclosure to a person who is not entitled to this information, in accordance with Florida Statute 119.071(4).~~

~~(B) Upon request of the designated Association Staff Representative, the State will, in accordance with the provisions of this Section, produce for the Association a list giving the name, home address on file, classification title, occupational group and occupational level, gross salary, and initial hire date for each employee (unless the home address is confidential under applicable law). This list will be prepared on the basis of the latest information on file at the time the list is prepared and will be furnished to the Association after receipt by the state of the payment of the actual costs to the state incurred in the preparation of such list. Where employee lists are fully available at no cost to nonpublic entities, they shall be made available to the Association upon written request at no cost.~~

~~(C) The employee personnel information produced for the Association is not public record and is intended for the sole and exclusive use of the Association for the official business of the Association. This information may not be relayed, sold, or transferred to a third party and the information may not be used by an entity or individual outside of official Association business.~~

(A) Upon request of the Association on no more than 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 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.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FNA**

\_\_\_\_\_  
Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
Date

**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 paid all of administrative leave provided to employees on the Negotiation Committee shall not exceed 250 hours. The time in attendance at negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse employees for travel, meals, lodging, or an expense incurred in connection with attendance at negotiating sessions.

No more than one (1) 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.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the FNA**

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Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
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) "Employee" "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 ~~calendar business days, excluding any day observed as a holiday pursuant to section 110.117, Florida Statutes.~~ "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).

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FNA**

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Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
Date

**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 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) An employee 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 employee grievant is represented by the Association. When an employee grievant has elected Association representation, both the employee 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 employee grievant and the Association Grievance Representative, and the decision agreed to by the State and the Association shall be binding on the employee grievant. Where Association representation is authorized as provided in this Agreement and is requested by an employee grievant, the employee's 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 an employee 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 off 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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the FNA**

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Don Slesnick  
Negotiator  
Florida Nurses Association

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Date



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 ~~twenty-five~~ (25) miles from their official work location in order to investigate a grievance. The Association will make a reasonable effort to ensure that it trains a sufficient number of 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 employee grievant or designated spokesperson may not be required to attend the meeting.

(B) If the employee 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. An employee 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 employee 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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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Date

**For the FNA**

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Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
Date

shall be on the sending party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located). Documents received after business hours shall be considered received the next business day.

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

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

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

(E) If a grievance meeting, mediation, or arbitration hearing is held or requires reasonable travel time during the regular working hours of a grievant, a representative of the grievant, or any required participant witnesses, such hours shall be deemed time worked. ~~the participant shall be excused without loss of pay for that purpose.~~ 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 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 ~~employee grievant~~ or the her designated ~~employee~~ representative shall submit to the Step 1 management representative within ~~fourteen (14)~~ 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 ~~designated designee~~ representative shall meet to discuss the grievance and shall communicate a decision in writing to

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FNA**

\_\_\_\_\_  
Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
Date

the employee grievant and the employee's grievant's representative, if any, within ~~fourteen (14)~~ 10 days following the date of the meeting.

**(2) Step 2**

(a) If the grievance is not resolved at Step 1, the employee grievant or the employee's grievant's representative may submit it in writing to the Agency Head or designated representative designee within ~~fourteen (14)~~ 10 days following receipt of the decision at Step 1.

(b) The Agency Head or designated representative designee may meet with the employee grievant and/or designated Association Staff Representative to discuss the grievance. The Agency Head or designated representative designee shall communicate a decision in writing to the employee grievant and the Association grievant's representative, if any, within ~~twenty-one (21)~~ 15 days following receipt of the written grievance.

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

(a) If ~~the~~ 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 employee grievant or the grievant's designated Association representative may submit the grievance in writing on the appropriate form as contained in Appendix B of this Agreement to the Secretary of the Department of Management Services or designee 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 ~~fourteen (14)~~ 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 ~~Secretary of the Department of Management Services or designee~~ may shall meet with the Association Staff Representative or designee to 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 or designee~~ shall communicate a decision in writing to the employee grievant and the Association Staff grievant's Representative, if any, within ~~twenty-one (21)~~ 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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FNA**

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Don Slesnick  
Negotiator  
Florida Nurses Association

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Date

to arbitration but before the arbitration a hearing is scheduled. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

**(5) Step 4 - Arbitration**

(a) If the 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 3, 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 fourteen (14) 10 days following receipt of the decision at Step 2 3. 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 (5) permanent arbitrators, selected by the State and the Association to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall facilitate the scheduling of all arbitration hearings 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 Aarbitration hearings shall be held 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, however, Under normal circumstances, hearings will be held in Tallahassee, however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities.

**For the State**

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Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FNA**

\_\_\_\_\_  
Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
Date

(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 (5)(c) above) who is available to schedule a hearing and render a decision within ~~twenty~~ 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 ~~(5)~~ 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).

(f) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with their jurisdiction and authority under this Agreement, the decision shall be final and binding on the ~~S~~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 ~~thirty (30)~~ 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 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 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 ~~S~~state under its Constitution, applicable law, and rules and

**For the State**

**For the FNA**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

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Don Slesnick  
Negotiator  
Florida Nurses Association

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regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement.

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

a. ~~No An~~ award for back pay shall not exceed the amount of pay the ~~employee grievant~~ would otherwise have earned at their regular rate of pay, ~~and back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance.~~ be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits during the back pay period, shall not include punitive damages, and shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.

b. If the Association is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back pay for the period between the original hearing date or the end of the five month period described in (5)(b), above, whichever is later, and the rescheduled date.

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

(g) The fees and expenses of the arbitrator shall be equally shared by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses; ~~however, the State shall provide for one witness to participate in the arbitration hearing on behalf of the grievant with no loss of pay or benefits.~~ The arbitrator shall submit his fee and expense statement to the Arbitration Coordinator for processing in accordance with the arbitrator's contract including state travel expense rules and policies.

(h) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript 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 h) The Association will not be responsible for costs of an arbitration to which it was not a party.

For the State

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**SECTION 4 - Time Limits**

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

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the ~~employee~~ 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 a agreement by both sides.

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

**SECTION 5 - Exceptions**

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

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

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

(2) The Association shall have the right to bring a class action grievance on

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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. A class action grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth therein, within ~~fourteen (14)~~ 15 days of the occurrence of the event giving rise to the grievance.

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## 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 but only through 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 ~~calendar~~ calendar days after 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. ~~Such appeal process is the exclusive remedy for review of such actions; they are not subject to Article 6 grievance procedure.~~ 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

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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 ~~one hundred and twenty (120)~~ days of the event giving rise to the disciplinary action.

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

(J) Except in extraordinary situations, an employee who has permanent status in her current position shall be given notice of proposed suspension or dismissal in accordance with Rule 60L-36, 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.

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

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**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 occupational level within the bargaining unit.

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

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

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

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

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

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

3. Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless

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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 occupational level to be abolished is complete.

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

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

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

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

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(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 ~~thirty~~ 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 [7] 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 an occupational 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 Sstate 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-Sstate employees, the Sstate agrees to encourage the employing entity to consider any adversely affected employees for employment in its organization if the Sstate has been unable to place the employees in other positions within the State Personnel System.

**For the State**

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**SECTION 2 – Reemployment and Status**

Laid off employees shall be reemployed 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 occupational level 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 employment shall forfeit any rights to subsequent placement offers as provided in this subsection.

(B) An employee who accepts a voluntary demotion in lieu of layoff and is subsequently promoted within one year following demotion to a position in the same occupational level in the same agency from which the employee was demoted in lieu of layoff, shall be promoted with permanent status in her 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 on whether the layoff was in accordance with the provisions of this article.~~

**SECTION 3 - Job Security**

The State shall make a reasonable effort to notify the Association at least 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**

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**Article 9**  
**REASSIGNMENT, LATERAL ACTION, TRANSFER, CHANGE IN DUTY STATION**

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

**SECTION 1 - Definitions**

As used in this Article:

(A) “Duty station” shall mean the place 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 their current duty station.

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

(D) “Reassignment” shall mean moving an employee, ~~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

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

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

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

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

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

(A) An employee who meets all eligibility requirements of the position may request a reassignment, lateral action, transfer, or change in duty station on a the appropriate Request for Reassignment Form (supplied by the Agency). Such Requests shall indicate the broadband level(s), county(ies), institution(s) and/or other work location(s) or shift(s) to which the employee would like to be reassigned.

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

(C) All Request ~~for Reassignment~~ Forms shall be submitted to the Agency Head or designee who shall be responsible for furnishing a copy of each Request to the manager(s) or supervisor(s) who have the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment. The employee shall provide a copy of the

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Request to the Association at the time it is filed with the agency.

(D) Except where a ~~vacancy position~~ is filled by demotion, the manager or supervisor having hiring authority for that ~~vacancy position~~ 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 position~~ with the employee who has the greatest length of service in the broadband level and who has a Request on file ~~with~~ for the ~~vacancy position~~. 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 with a copy to the Association. The agency head notification shall contain the reason(s) the less senior applicant was selected.

(G) When an employee has been ~~reassigned~~ appointed pursuant to a Request filed under this Article, all other pending Requests shall be cancelled and the employee will not be eligible to file another Request. ~~No other Request may be filed~~ 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 cancelled and the employee will not be eligible to submit a Request for a period of 12 months.

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

Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment, lateral action, transfer or change in duty station of any employee according to the needs of the agency; however, the agency will make a

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good faith effort to take such action only when dictated by the needs of the agency and in each case, will take into consideration the needs and circumstances of the employee prior to taking such action.

**SECTION 4 - Notice**

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

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

**SECTION 5 - Grievability**

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

**For the State**

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## 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 ~~applicants~~ employees.

Toward the goal of selecting the most qualified ~~applicant~~ employee for each promotional ~~vacancy 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 ~~apply for~~

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~~request~~ a promotion by submitting a ~~the appropriate~~ Request for ~~Promotion~~ Form (~~supplied by the agency~~) to the agency in which the ~~promotional~~ position is located. Such requests shall indicate the class(es), broadband level(s), county(ies), and/or duty station to which the employee would like to be ~~promoted~~ 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 for promotional consideration~~ at any time; however, all ~~such~~ Requests shall expire on May 31 of each calendar year.

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

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

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**SECTION 4 – Probationary Status on Promotion**

(A) An employee appointed to a position must successfully complete at least a one-year probationary period and shall attain permanent status in that position upon successful completion of the designated probationary period.

(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 that 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**

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

**SECTION 1 - Workweek/Compensatory Time**

(A) The workweek for each full-time employee shall be ~~forty (40)~~ hours 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. Such overtime shall be rounded to the nearest quarter hour based on the actual time the employee was required to work. If an employee filling an excluded position has less than 80 hours of regular compensatory leave credits, the State will not alter the employee's normal work schedule solely for the purpose of avoiding the earning of regular compensatory leave credits.

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

(E) An agency may compensate employees in included positions for overtime as follows: An employee who is filling an included position may ~~at the end of the workweek or approved extended period if agreed by the employee and supervisor,~~ 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 ~~If such approved election is made, the overtime hours will be credited as "FLSA compensatory leave"~~ will accrue credits at the rate of one and one-half hours for each hour of overtime worked. An employee ~~only~~ will be permitted to accumulate a maximum of 80 hours of "FLSA 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

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Negotiator  
Florida Nurses Association

\_\_\_\_\_  
Date

of five ~~(5)~~ workdays notice, require the employee to use such leave credits at any time in increments of full work days. However, all unused "FLSA 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 ~~fifteen~~ (15) minute rest period during each one-half work shift. The rest period shall be scheduled whenever possible at the middle of such a one-half shift. The ~~S~~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 ~~A~~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 ~~ten~~ (10) calendar days in advance and will reflect at least a one ~~(1)~~ month schedule. With the prior approval of the supervisor(s) and provided there is no penalty to the ~~S~~state, employees may mutually agree to exchange days or shifts on a temporary basis.

(B) (1) The ~~S~~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.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FNA**

\_\_\_\_\_  
Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
Date

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

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

(4) The State will attempt to grant at least two (2) weekends off per month.

### **SECTION 5 – 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**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FNA**

\_\_\_\_\_  
Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
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 24**  
**ON-CALL ASSIGNMENT**

**SECTION 1 - Definition**

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

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

Agencies may approve positions to be placed on-call according to the requirements of Rule 60L-32.0012, Florida Administrative Code.

**SECTION 3 - On-Call Assignment**

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

**SECTION 4 - On-Call Fee**

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

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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FNA**

\_\_\_\_\_  
Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
Date

**SECTION 5 - Call Back**

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

**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**

(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.

**SECTION 2 – Variable Compensation Award**

The Governor’s Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee’s performance evaluation for the January 1 through June 30, 2014 evaluation period. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2014-2015 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than September 30, 2014, and are subject to funding as provided in the 2014-2015 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 2014-2015 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 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**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FNA**

\_\_\_\_\_  
Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
Date

**SECTION 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 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 – 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**

\_\_\_\_\_  
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**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FNA**

\_\_\_\_\_  
Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
Date

**Article 27**  
**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.~~

All state-sponsored standard health plans will be amended to include the following additional provision:

The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contribution adjustments, shall be provided to the Executive Office of the Governor by July 1, 2014, to allow for necessary and timely approvals by the Legislative Budget Commission for statewide implementation on January 1, 2015.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FNA**

\_\_\_\_\_  
Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
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



**Article 33**  
**ENTIRE AGREEMENT**

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

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. ~~The State and the Association agree that, in addition to Article 25 Wages, any five (5) articles within this Agreement that either party desires to reopen shall be subject to negotiations for Fiscal Year 2013-2014.~~

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

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FNA**

\_\_\_\_\_  
Don Slesnick  
Negotiator  
Florida Nurses Association

\_\_\_\_\_  
Date

**Florida Nurses Association  
Proposals for Professional Health Care Unit  
Collective Bargaining Agreement 2014 - 2016  
Presented January 13, 2014**

Florida Nurses Association ("FNA" or "Association") 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. 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 employee benefits are being reduced or eliminated and that state employees have only had one raise in 7 years. Several agencies have attempted to address the low salaries by increasing their appointment rates in order to fill vacant positions. However, this action has created significant and growing inequities among certain classifications of employees. While our salary and other proposals, described below, do not achieve the competitiveness we believe is necessary, we believe our 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:

**AGREEMENT**

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

**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**

#### SECTION 6 – Employee Lists

(B) Upon request of the designated Association Staff Representative, the State will, in accordance with the provisions of this Section, produce for the Association a list giving the name, home address on file, personal email address on file, personal phone number(s) on file, classification title, occupational group and occupational level, gross salary, and initial hire date for each employee (unless the home address is confidential under applicable law). This list will be prepared on the basis of the latest information on file at the time the list is prepared. Where employee lists are fully available at no cost to nonpublic entities, they shall be made available to the Association upon written request at no cost.

## Article 6 – GRIEVANCE PROCEDURE

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

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

## 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) Demotions, reductions in pay, involuntary transfers of over 50 miles by highway, suspensions and dismissals of an employee who has permanent status in her current position shall be subject to the grievance procedure in Article 6. Demotion, reduction in base pay, suspension, and dismissal of an employee, who has permanent status in her current position, shall be appealed directly from Step 2 to arbitration. However, any reduction in base pay that is required by the State Personnel System Rules shall not be grievable. Written reprimands shall be subject to the grievance procedure in Article 6 but only through Step 2.

~~(B) A reduction in base pay that is required by the State Personnel System Rules shall not be grievable. Written reprimands shall be subject to the grievance procedure in Article 6 but only through Step 2.~~

~~(C) An employee with permanent status in her current position may file an appeal of reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, 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. Such appeal process is the exclusive remedy for review of such actions, they are not subject to Article 6 grievance procedure.~~

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

~~(H)(E) 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 one hundred and twenty (120) days of the event giving rise to the disciplinary action.~~

~~(I)(F) An employee may request that an Association Staff Representative or Grievance Representative~~

be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension or dismissal of the employee is being considered. The purpose of the disciplinary investigation will be explained to the employee at the beginning of the meeting.

~~(J)~~~~(G)~~ 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.

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

## **Article 8 – WORKFORCE REDUCTION**

### Revise SECTION 2 - Reemployment

Laid off or demoted employees shall be reemployed or returned to a position in their previous occupational level 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 occupational level 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. However, where employees were demoted in lieu of layoff, those employees will also be considered when the position is to be filled or a new position is established. The laid off and demoted employees will be considered for the available position based on the employees' total retention points. Reemployment of such employees shall be with permanent status in their position. An employee who refuses such offer of employment shall forfeit any rights to subsequent placement offers as provided in this subsection.

## **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 1 - Workweek/Compensatory Time

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

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

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

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

(E) An agency may compensate employees in included positions for overtime as follows: An employee who is filling an included position may at the end of the workweek or approved extended period if mutually agreed by the employee and supervisor, waive payment for overtime and have the overtime hours credited to "FLSA special compensatory leave." If such approved election is made, the overtime hours will be credited as "FLSA special compensatory leave" credits at the rate of one and one-half hours for each hour of overtime worked. An employee only will be permitted to accumulate a maximum of 80 hours of "FLSA special compensatory leave" credits which may be taken in any increments if mutually agreed to by the employee and the supervisor. If mutual agreement is not reached the supervisor may, with a minimum of five (5) workdays notice, require the employee to use such leave credits at any time in increments of full work days. However, all unused "FLSA special compensatory leave" credits at the close of business on December 31 and June 30, or other dates approved by the Department of Management Services, shall be paid for at the employee's straight time regular hourly rate in accordance with Chapter 60L-34, Florida Administrative Code as amended. An employee who separates from Career Service, moves to an excluded position, or moves to another state agency shall be paid for all unused "FLSA special compensatory leave" in accordance with the above.

## SECTION 2 - Rest Periods

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

## SECTION 3 - Flextime

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

## SECTION 4 - Work Schedule

(A) Except in emergency situations, normal work schedules showing the employees' shifts, workdays, and hours will be posted on applicable bulletin boards no less than ten (10) calendar days in advance and will reflect at least a one (1) month schedule. With the prior approval of the supervisor(s) and provided there is no penalty to the State, employees may mutually agree to exchange days or shifts on a temporary basis.

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

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

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

(4) The State will attempt to grant at least two (2) weekends off per month.

## SECTION 5 – Work During Emergency Conditions and Holidays

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

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

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

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

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

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

(b) If the hours actually worked are still below the normal pay for the workweek/pay period, leave shall be used to bring the employee to the normal rate of pay in the following order:

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

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

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

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

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

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

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

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

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

(b) Eligible special compensatory hours during the workweek/pay period will be added to the hours of actual work to bring the hours worked up to the normal hours for

the workweek/pay period. Any remaining eligible special compensatory leave hours shall be converted to special compensatory leave credits;

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

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

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

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

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

#### **SECTION 6 – Department of Health Employees and Emergency / Disaster Compensation**

(A) The Florida Nurses Association (herein the "FNA") and the State of Florida desire to recognize the sacrifices of those employees who serve in the capacity of health care professionals during a declared emergency. The provisions of this section apply to this Unit's professional health care employees who are employees of the State of Florida Department of Health.

(B) When health care professional employees in the Department of Health are deployed to perform services during a declared emergency, but their regular work location is not closed, the following compensation arrangement will be implemented.

(1) The Department of Health professional health care unit employees shall be considered as "included" employees for the purposes of overtime compensation for the duration of the declared emergency or disaster.

(2) The "included" status shall apply only during the work week(s) in which the employee is deployed to the emergency or disaster area.

(3) This compensation is appropriate as deployed employees are required to provide a wide variety of services to those in need of healthcare and assistance during the emergency or disaster, involving an increase in "included" type duties.

(4) Employees who work at their home agency work location or those whose home agency work location is closed as a result of a declared emergency or disaster will not be considered "included" but rather will continue to be compensated in accordance with this agreement.

(5) The ability to provide this compensation is in furtherance of the existing policies on connecting employees to included status on a temporary basis in these circumstances.

(C) An alleged violation of the provisions of this Section can be grieved in accordance with the grievance and arbitration process included in Article 6, Grievance Procedure, of this agreement.

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

Increase On-Call Pay from \$1.00/hour to \$3.00/hour.

#### **Article 25 – WAGES**

Each employee in the bargaining unit shall receive a cost of living increase of 4% effective July 1, 2014.



## **Article 25 – WAGES**

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 2014, and shall remain in full force and effect through the 30<sup>th</sup> day of June 2016 with annual re-openers on Article 25 (Wages) and up to three other articles (economic and non-economic) of each party's choosing.

**The Association reserves the right to make formal proposals, counter proposals, and/or modified counter proposals.**

**Professional Health Care Collective Bargaining Unit - FNA (04)  
Fiscal Year 2014-15 Wage Proposals**

Union/Issue	Estimated Cost	Comments
<b>Article 25:</b> Effective July 1, 2014, 4% Cost of Living Increase	\$25m	A 4% competitive pay adjustment for filled and vacant positions effective July 1, 2014. LAS/PBS was the source used for the calculation. Costing prepared by OPB.
<b>Article 25:</b> 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	\$2.5m	The amount was calculated by using data in the People First System based on full time filled positions including retirement and FICA. Registered Nurses \$195,925 ARNP/Clinical Associates \$313,386 Pharmacists \$40,611 Nutritionists \$1,836,971 Dentist \$26,179 Sr. Dentist \$45,083 Behavioral Specialists \$87,944 Costing prepared by OPB

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
3 – Vacant	State Proposal of January 30, 2014: Status quo.	Union Proposal of January 13, 2014:  Reinstate dues checkoff language from Article 3 of the Professional Health Care Unit Agreement in effect during FY 2010-2011.	Dues Deduction provisions are addressed in Chapter 447.303, F.S. The 2011 Legislature through impasse resolution accepted State’s proposal to vacate Article 3.
5 – Employee Representation and Association Activities	State Proposal of January 13, 2014:  Section 4 – Consultations held during regular work hours of a participant are treated as time worked.  Section 6 – 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.	Union Proposal of January 13, 2014:  Section 6 – proposes that in addition to the employee data identified in the Agreement that the state is required to provide to the union upon request, employees’ personal e-mail addresses and personal phone number(s) be included as required data.	Parties are in agreement on Section 6.

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
6 – Grievance Procedure	<p>State Proposal of January 24, 2014:</p> <p>Section 1 – Defines “Grievant” rather than “Employee”; use business days for calculation of grievance time limits.</p> <p>Section 2 –</p> <ul style="list-style-type: none"> <li>• retitled - Election of Remedy and Representation;</li> <li>• a grievant or the Association may process a grievance under the Agreement’s grievance procedure or through the Public Employees Relations Commission.</li> </ul> <p>Section 3 –</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• the state will not pay the expenses of any participants attending such meetings on behalf of the union;</li> <li>• contract language disputes</li> </ul>	<p>Union Proposal of January 13, 2014:</p> <p>Section 2 – Retitled: Election of Remedy and Representation; replaces current language with language from FY 2012-2013 Agreement providing option for grievance appeals to Public Employees Relations Commission or grievable through Agreement’s grievance procedure, Article 6.</p>	<p>Parties are in agreement on Section 2.</p>

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
6 – Grievance Procedure (continued)	<p>reviewed by DMS at Step 3;  disciplinary grievances are  appealed from Step 2 to  arbitration without a review at  Step 3;</p> <ul style="list-style-type: none"> <li>• arbitrator’s decision is to be determined by applying a preponderance of the evidence standard;</li> <li>• an award for back pay is to be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits, 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;</li> <li>• 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, and the rescheduled date;</li> </ul>		

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
6 – Grievance Procedure (continued)	<ul style="list-style-type: none"> <li>• transcripts of arbitration hearings are addressed, including allocation of costs associated with court reporter appearance and transcribing and copying transcript;</li> <li>• role of the DMS Arbitration Coordinator is clarified.</li> </ul>		
7 – Disciplinary Action	<p>State Proposal of January 24, 2014:</p> <p>(B) – Clarifies that oral reprimands shall not be grievable; written reprimands are subject to Article 6 grievance procedure if employee has permanent status in current position.</p>	<p>Union Proposal of January 13, 2014:</p> <p>New Section (A) (1) – Oral reprimands invalid if employee not disciplined for same offense in succeeding 24 months.</p> <p>New Section (A) (2) – Written reprimands will not be considered in determining progressive discipline when employee is not disciplined for same offense in succeeding 24 months and discipline was not for major offense that could result in dismissal.</p> <p>New Section (B) – Demotions, reductions in pay, involuntary transfers of over 50 miles by highway, suspensions and dismissals shall be subject to grievance procedure in Article 6 of Agreement and appealable</p>	<p>No progressive discipline language in the Agreement.</p>

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
7 – Disciplinary Action (continued)	(C) – Removes language that PERC is exclusive remedy for processing personnel actions in s.110.227, F.S., and provides that such personnel actions may be grieved through the arbitration step in accordance with Agreement’s grievance procedure.	<p>directly from Step 2 to Arbitration; reductions in base pay required by State Personnel System Rules shall not be grievable; written reprimands grievable through Step 2 of grievance procedure in Article 6 of Agreement.</p> <p>Strikes Current Section (B) on grievability of reductions in base pay and written reprimands reflected in new proposed (B).</p> <p>Strikes Section (C) language that PERC is exclusive remedy for appeal of disciplinary actions.</p> <p>Strikes Section (D) language on state’s use of counseling letters/notices at administrative hearings; that counseling letters/notices are not grievable.</p> <p>Strikes Section (E) providing agency discretion to have employee compensatory leave equal to a disciplinary suspension deducted from employee leave balance in lieu of employee serving the suspension.</p>	

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
8 – Work Force Reduction	<p>State Proposal of January 13, 2014:</p> <p>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> <p>Section 4 – Moves grievability of layoff language from Section 2 – Reemployment, to new Section 4 – Grievability; changes action from “appeal” to “grieve” as workforce reductions are no longer appealable to PERC.</p>	<p>Union Proposal of January 13, 2014:</p> <p>Section 2 – Reemployment – proposes to include employees demoted in lieu of layoff; laid off and demoted employees to be reemployed or returned to a position in their previous occupational level; when position is to be filled or a new position is established; laid off and demoted employees to be considered for available position based on employees’ total retention points.</p> <p>New Section 2(D) – Reductions in pay for reasons other than discipline (e.g., budget reductions/shortfalls or position eliminated) will be administered by the same procedure in Section 1(A), Layoffs, of Agreement.</p>	<p>See Article 9 regarding definition of lateral actions.</p> <p>Reductions in pay and reductions in hours of work do not constitute a layoff as defined in Chapter 110.107(23), F.S., “[l]ayoff means termination of employment due to a shortage of funds or work, or a material change in the duties or organization of an agency, including the outsourcing or privatization of an activity or function previously performed by career service employees.”</p>



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Article	State’s Last Proposal	Union’s Last Proposal	Comments
9 – Reassignment, Transfer, Change in Duty Station	<p>State Proposal of January 13, 2014:</p> <p>Section 1 Amends definition of “reassignment” and adds “lateral actions” (see Article 8, Section 1 for definition of “lateral action”); clarifies status in each type of action.</p> <p>Sections 2 – Adds “lateral action” as option in addition to transfer and change in duty station for employee to request voluntary reassignment.</p> <p>Section 3 – Adds “lateral action” as option for agency in effecting an involuntary reassignment.</p>		No union proposal.
10 - Promotions	<p>State Proposal of January 13, 2014:</p> <p>The word “applicant” is changed to “employee” and clarifies procedure for filling promotional positions.</p>		No union proposal.

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
23 – Hours of Work/Compensatory Time	<p>State Proposal of January 24, 2014:</p> <p>Section 1 – An employee who is filling an included position may, if agreed to by the employee and supervisor, waive payment for overtime and elect to have the overtime hours credited to FLSA compensatory leave at the rate of 1 ½ hours for each hour of overtime worked. Such election will apply until changed again, and only to workdays starting on the day of the change in which hours worked in the work period exceed the contracted hours.</p>	<p>Union Proposal of January 13, 2014:</p> <p>Section 5 – Special Compensatory Leave – language in section is stricken and replaced with Section 5 language on work during emergency conditions in effect in July 1, 2008 – June 30, 2011, Professional Health Care Unit Agreement.</p> <p>Proposes new Section 6 – Department of Health Employees and Emergency / Disaster Compensation from Article 23, July 1, 2008 – June 30, 2011, Professional Health Care Unit Agreement.</p>	<p>Current agreements provide a consistent compensation policy for deployment to a facility or area closed due to an emergency. i.e., special duty pay additive of up to 15% of employee’s base pay.</p>
24 – On-Call Assignment	<p>State Proposal of January 30, 2014: Status quo.</p>	<p>Union Proposal of January 13, 2014: Increase on-call pay from \$1.00/hour to \$3.00/ hour.</p>	<p>Section 8, FY 2014-2015 Governor’s Recommended GAA, on-call fees remain at levels in effect on June 30, 2007.</p>

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
25 – Wages	<p>State Proposal of January 24, 2014:</p> <p>Section 1 – Proposes pay shall be in accordance with the Fiscal Year 2014-2015 General Appropriations Act; 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.</p> <p>Section 2 – Proposes Variable Compensation Award as provided in the Governor’s Budget Recommendations.</p> <p>Section 3 – Proposes Temporary Special Duties Pay Additive for employees 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 – Proposes employees may be given the option of receiving a payout of up to 24 hours of annual leave each December in accordance with Section 110.219(7), F.S., subject to available funds.</p>	<p>Union Proposal of January 13, 2014:</p> <p>4% cost of living increase effective July 1, 2014.</p> <p>Recurring salary adjustments – raise minimum salary for the following classes:</p> <p>RN Classes to \$40,000.</p> <p>ARNP and Clinical Associates to \$70,000.</p> <p>Pharmacists to \$80,000.</p> <p>Sr. Public Health Nutritionist, Public Health Nutritionist Supervisor, Sr. Public Health Nutritionist Supervisor, and Nutrition Educators to \$40,000.</p>	<p>Cost estimate: \$27.5 million</p>

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
25 – Wages (continued)	<p>Section 5 – Proposes 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 6 – Proposes 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 7 – Proposes that in the event the 2014 Legislature provides different funding or eligibility provisions for the above-referenced pay increases and payments, the state and the union agree that the increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2014-2015 General Appropriations Act, or any other relevant statutes.</p>		

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
26 – Differential Pay	State Proposal of January 30, 2014: Status quo.	Union Proposal of January 13, 2014:  Shift differential increase for employees who work in 24-hour facilities (currently \$1.00 per hour).  Evening Shift Differential – \$2.00/hour. Night Shift Differential – \$3.00/ hour.	Section 8, FY 2014-2015 Governor’s Recommended GAA, shift differentials remain at levels in effect on June 30, 2007.
27 – Insurance Benefits	State Proposal of February 6, 2014:  Proposes: All state-sponsored standard health plans will be amended to include the following additional provision: The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan	Union Proposal of January 13, 2014:  Proposes a new paragraph:  Health insurance benefits (and any employee contribution for those benefits) for unit employees shall not be altered or changed during term of this Agreement.	

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Article	State’s Last Proposal	Union’s Last Proposal	Comments
27 – Insurance Benefits (continued)	contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contributions adjustments, shall be provided to the EOG by July 1, 2014, to allow for necessary and timely approvals by the LBC for statewide implementation on January 1, 2015.		
31 - Vacant	State Proposal of January 30, 2014: Status quo.	Union Proposal of January 13, 2014:  Proposes insertion of prevailing rights language from FY 2010-2011 Agreement’s Article 31-Prevailing Rights.	State law addresses employer obligation to negotiate proposed changes in terms and conditions of employment, provides remedy for violations through PERC/courts. Contract language redundant, creates potential for inconsistent interpretation of law by arbitrators. 2011 Legislature through impasse resolution accepted state’s proposal to vacate Article 31.
33 – Entire Agreement	State Proposal of January 30, 2014:  Removes obsolete reopener provision; Remainder of Article is Status quo.		No union proposal.

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FEDERATION OF PHYSICIANS  
AND DENTISTS –  
SELECTED EXEMPT SERVICE  
PHYSICIANS UNIT

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**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.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
Federation of Physicians and Dentists

\_\_\_\_\_  
Date



**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.

**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.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
Federation of Physicians and Dentists

\_\_\_\_\_  
Date

**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**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
Federation of Physicians and Dentists

\_\_\_\_\_  
Date

**Article 18  
WAGES**

**SECTION 1 – Pay Provisions – General**

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

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

**SECTION 2 – Variable Compensation Award**

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation for the January 1 through June 30, 2014 evaluation period. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2014-2015 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2014, and are subject to funding as provided in the 2014-2015 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 2014-2015 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 4 – 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.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
Federation of Physicians and Dentists

\_\_\_\_\_  
Date

**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 – 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**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
Federation of Physicians and Dentists

\_\_\_\_\_  
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.~~

(A) All state-sponsored standard health plans will be amended to include the following additional provision:

The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contribution adjustments, shall be provided to the Executive Office of the Governor by July 1, 2014, to allow for necessary and timely approvals by the Legislative Budget Commission for statewide implementation on January 1, 2015.

(B) The health insurance premiums for all employees whose positions are in the Selected Exempt Service will be adjusted to the same monthly amount as the premiums for those employees whose positions are in the Career Service, effective January 1, 2015.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
Federation of Physicians and Dentists

\_\_\_\_\_  
Date

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.

Article 7, Section 15(D), Employee Standards of Conduct & Performance

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.

SES Physicians, Attorneys and Non-Professional Supervisors had gone without a general wage increase for almost seven years. The Legislature's General Appropriations Act provided an October, 2013 wage increase, which truncated by 1/3 the FY possible increase. Further, SES employees earning more than \$40,000 a year received less of an increase than other employees in the state service, even though their jobs had higher education, licensure, or experience requirements.

## Article 18 - Wages

General Wage Increase for FY 2014-15 ....Effective August 15, 2014 each fulltime eligible unit employee shall receive a minimum annual General Wage Increase for Fiscal Year 2014-15 of no less than \$ 2,500 or a 3% wage increase if the employee's base rate of pay as of July 1, 2014 is greater than \$ 83,300."

Special Pay Issues ... Each Agency shall provide a \$ 750 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 December 1, 2014. Bonus award will be paid no later than March 30, 2015.

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.

Article 19 - Insurance Benefits

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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 2014.



Union Proposal

Received 12-12-13  
DMS

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 two 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

Union Proposed New Article

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].

SEAG and FPD only

In the past there has been some confusion and lack of notification to employees regarding reimbursement for licenses or certifications required as a condition of employment. Further various state departments have been uneven in their application of reimbursement for certain costs i.e. Florida bar dues.

No Article Specified - Proposed New Article

Any employee who by virtue of their job classification is required to be licensed or certified on a regular basis as a condition of employment, shall be reimbursed the cost for these required licenses or certifications

**- Selected Exempt Service Physicians Unit -CBU 80  
Fiscal Year 2014-2015**

Union/Issue	Estimated Cost	Comments
<p><b>Article 18:</b> A provision is inserted providing that effective August 15, 2014 each fulltime eligible unit employee shall receive a minimum annual General Wage Increase for Fiscal Year 2014-15 of no less than \$ 2,500 or a 3% wage increase if the employee's base rate of pay as of July 1, 2014 is greater than \$ 83,300.</p>	<p align="center">\$876K</p>	<p>A \$2,500 increase for all positions under a base rate of \$83,300 was calculated using LAS/PBS Dec 2013 information (46 positions totaling \$130K including Retirement and FICA) and a 3% increase was calculated for positions over \$83,300 base rate (170 positions totaling \$746K including Retirement and FICA).</p>
<p><b>Article 18:</b> A provision is inserted that each Agency shall provide a \$750 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 December 1, 2014. Bonus award will be paid no later than March 30, 2015.</p>	<p align="center">\$103,617</p>	<p>A \$750 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 (163 filled positions).</p>
<p><b>Article 18:</b> A provision is inserted that requires each agency to grant a 2 percent merit pay increase to employees that have outstanding performance based upon their performance evaluation.</p>	<p align="center">\$565,651</p>	<p>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.</p>

**Federation of Physicians and Dentists (“FPD”)  
SES Physicians Unit – State Personnel System  
Current One-Year Agreement Expires June 30, 2014  
Status of Collective Bargaining as of February 6, 2014**

**Fiscal Year 2014 – 2015 Successor Agreement Negotiations – All Articles Open for Negotiation  
Articles at Impasse: 7, 18, 19, Union Proposed New Articles: Retirement Benefits, Reimbursement of Costs for Licenses**

Article	State’s Last Proposal	Union’s Last Proposal	Comments
7 – Employee Standards of Conduct and Performance	State Proposal of January 28, 2014: Status quo.	Union Proposal of December 12, 2013: Section 1 – Employees shall serve at the pleasure of the agency and be subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action at discretion of the agency head for six months from 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.	Union proposal does not comply with section 110.604, F.S.
18 – Wages	<p>State Proposal of January 24, 2014: Section 1 – Proposes pay shall be in accordance with the Fiscal Year 2014-2015 General Appropriations Act; increases to base rate of pay shall be in accordance with state law and the Fiscal Year 2014-2015 General Appropriations Act.</p> <p>Section 2 – Proposes Variable Compensation Award as provided in the Governor’s Budget Recommendations.</p> <p>Section 3 – Proposes Temporary Special Duties Pay Additive for employees temporarily deployed to a facility or area</p>	<p>Union Proposal of December 12, 2013: General Wage Increase - \$2,500 increase for eligible full-time employees effective August 15, 2014 or 3% increase if July 1, 2014 base rate of pay is greater than \$83,000.</p> <p>Special Pay Issue - \$750 lump sum bonus award to eligible full-time employees, to recruit, retain and reward employees having served at least three years in their current classification as of December 1, 2014, to be paid no later than March 30, 2015.</p>	Cost estimate: \$1.5 million

**Federation of Physicians and Dentists (“FPD”)  
SES Physicians Unit – State Personnel System  
Current One-Year Agreement Expires June 30, 2014  
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**Fiscal Year 2014 – 2015 Successor Agreement Negotiations – All Articles Open for Negotiation  
Articles at Impasse: 7, 18, 19, Union Proposed New Articles: Retirement Benefits, Reimbursement of Costs for Licenses**

Article	State’s Last Proposal	Union’s Last Proposal	Comments
18 – Wages (continued)	<p>closed due to emergency conditions from another area of the state that is not closed.</p> <p>Section 4 – Proposes 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 – Proposes 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 – Proposes that in the event the 2014 Legislature provides different funding or eligibility provisions for the above-referenced pay increases and payments, the state and the union agree that the increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2014-2015 General Appropriations Act, or any other relevant statutes.</p>	<p>Performance Pay –  2% merit pay increases based on employee’s outstanding performance as evidenced by a performance evaluation conducted by the employee’s anniversary date.</p>	

**Federation of Physicians and Dentists (“FPD”)  
SES Physicians Unit – State Personnel System  
Current One-Year Agreement Expires June 30, 2014  
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**Fiscal Year 2014 – 2015 Successor Agreement Negotiations – All Articles Open for Negotiation**  
*Articles at Impasse: 7, 18, 19, Union Proposed New Articles: Retirement Benefits, Reimbursement of Costs for Licenses*

Article	State’s Last Proposal	Union’s Last Proposal	Comments
19 – Insurance Benefits	<p>State Proposal of February 6, 2014:</p> <p>(A) – Proposes: All state-sponsored standard health plans will be amended to include the following additional provision:  The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contributions adjustments, shall be provided to the EOG by July 1, 2014, to allow for necessary and timely approvals by the LBC for statewide implementation on January 1, 2015.</p> <p>(B) – Proposes that the health insurance</p>	<p>Union Proposal of December 12, 2013: 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 2014.</p>	

**Federation of Physicians and Dentists (“FPD”)  
SES Physicians Unit – State Personnel System  
Current One-Year Agreement Expires June 30, 2014  
Status of Collective Bargaining as of February 6, 2014**

**Fiscal Year 2014 – 2015 Successor Agreement Negotiations – All Articles Open for Negotiation  
Articles at Impasse: 7, 18, 19, Union Proposed New Articles: Retirement Benefits, Reimbursement of Costs for Licenses**

Article	State’s Last Proposal	Union’s Last Proposal	Comments
19 – Insurance Benefits (continued)	premiums for all employees whose positions are in the Selected Exempt Service will be adjusted to the same monthly amount as the premiums for those employees whose positions are in the Career Service, effective January 1, 2015.		
Union’s proposed new article: Retirement Benefits		Union Proposal of January 15, 2014:  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].	Union proposal is redundant as the Florida Retirement System, including administration of benefits, is covered under Chapter 121, F.S. Bargaining obligations are as provided in Chapter 447, F.S.
Union’s proposed new article (no title provided)		Union Proposal of December 12, 2013:  Any employee who by virtue of their job classification is required to be licensed or certified on a regular basis as a condition of employment, shall be reimbursed the cost for required licenses or certifications.	State does not agree with union proposal.

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FEDERATION OF PHYSICIANS  
AND DENTISTS –  
SELECTED EXEMPT SERVICE  
SUPERVISORY  
NON-PROFESSIONAL UNIT

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**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.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
Federation of Physicians and Dentists

\_\_\_\_\_  
Date

(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.

(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**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
Federation of Physicians and Dentists

\_\_\_\_\_  
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.~~

(A) All state-sponsored standard health plans will be amended to include the following additional provision:

The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contribution adjustments, shall be provided to the Executive Office of the Governor by July 1, 2014, to allow for necessary and timely approvals by the Legislative Budget Commission for statewide implementation on January 1, 2015.

(B) The health insurance premiums for all employees whose positions are in the Selected Exempt Service will be adjusted to the same monthly amount as the premiums for those employees whose positions are in the Career Service, effective January 1, 2015.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
Federation of Physicians and Dentists

\_\_\_\_\_  
Date

**Article 25**  
**WAGES**

**SECTION 1 – Pay Provisions – General**

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

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

**SECTION 2 – Variable Compensation Award**

The Governor’s Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee’s performance evaluation for the January 1 through June 30, 2014 evaluation period. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2014-2015 of the Governor’s Recommendations. The awards shall be paid to eligible employees no later than September 30, 2014, and are subject to funding as provided in the 2014-2015 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 2014-2015 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 4 – 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.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State’s Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
Federation of Physicians and Dentists

\_\_\_\_\_  
Date

**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 – 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**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the FPD**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
Federation of Physicians and Dentists

\_\_\_\_\_  
Date

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.

Article 7, Section 4(C), Employee Standards of Conduct

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.

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.

Article 23 - Insurance Benefits

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 2014.

SES Physicians, Attorneys and Non-Professional Supervisors had gone without a general wage increase for almost seven years. The Legislature's General Appropriations Act provided an October, 2013 wage increase, which truncated by 1/3 the FY possible increase. Further, SES employees earning more than \$40,000 a year received less of an increase than other employees in the state service, even though their jobs had higher education, licensure, or experience requirements.

## Article 25 - Wages

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General Wage Increase for FY 2014-15 ... Effective August 15, 2014 each fulltime eligible unit employee shall receive a minimum annual General Wage Increase for Fiscal Year 2014-15 of no less than \$ 2,500 or a 3% wage increase if the employee's base rate of pay as of July 1, 2014 is greater than \$ 83,300."

Special Pay Issues ... Each Agency shall provide a \$ 750 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 December 1, 2014. Bonus award will be paid no later than March 30, 2015.

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.



*Union Proposal*

*Received 12-12-13*

*DMS*

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 two 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

*Union Proposed New Article*

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 reopens during a multi-year agreement].

**- Selected Exempt Service - Non-Professional Supervisors-CBU 86  
Fiscal Year 2014-2015**

Union/Issue	Estimated Cost	Comments
<p><b>Article 25:</b> A provision is inserted providing that effective August 15, 2014 each fulltime eligible unit employee shall receive a minimum annual General Wage Increase for Fiscal Year 2014-15 of no less than \$ 2,500 or a 3% wage increase if the employee's base rate of pay as of July 1, 2014 is greater than \$ 83,300.</p>	<p align="center">\$4.3M</p>	<p>A \$2,500 increase for all positions under a base rate of \$83,300 was calculated using LAS/PBS Dec 2013 information (1,509 positions totaling \$4.3M including Retirement and FICA) and a 3% increase was calculated for positions over \$83,300 base rate (6 positons totaling \$18K including Retirement and FICA).</p>
<p><b>Article 25:</b> A provision is inserted that each Agency shall provide a \$750 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 December 1, 2014. Bonus award will be paid no later than March 30, 2015.</p>	<p align="center">\$1.1M</p>	<p>A \$750 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 (1,406 filled positions).</p>
<p><b>Article 25:</b> A provision is inserted that requires each agency to grant a 2 percent merit pay increase to employees that have outstanding performance based upon their performance evaluation.</p>	<p align="center">\$1,033,090</p>	<p>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 (2,529 filled positions from Dec 2013).</p>

**Federation of Physicians and Dentists (“FPD”)**  
**Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System**  
**Current One -Year Agreement Expires June 30, 2014**  
**Status of Collective Bargaining as of February 6, 2014**  
**Fiscal Year 2014 – 2015 Successor Agreement Negotiations – All Articles Open for Negotiation**  
**Articles at Impasse: 7, 23, 25, Union Proposed New Article: Retirement Benefits**

Article	State’s Last Proposal	Union’s Last Proposal	Comments
7 – Employee Standards of Conduct	State Proposal of January 28, 2014: Status quo.	Union Proposal of December 12, 2013:  Section 1 – Employees shall serve at the pleasure of the agency and be subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action at discretion of the agency head for six months from 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.	Union’s proposal does not comply with section 110.604, F.S.
23 – Insurance Benefits	State Proposal of February 6, 2014:  (A) – Proposes: All state-sponsored standard health plans will be amended to include the following additional provision:  Proposes the Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The	Union Proposal of December 12, 2013:  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 2014.	

**Federation of Physicians and Dentists (“FPD”)**  
**Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System**  
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**Articles at Impasse: 7, 23, 25, Union Proposed New Article: Retirement Benefits**

Article	State’s Last Proposal	Union’s Last Proposal	Comments
23 – Insurance Benefits (continued)	<p>funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contributions adjustments, shall be provided to the EOG by July 1, 2014, to allow for necessary and timely approvals by the LBC for statewide implementation on January 1, 2015.</p> <p>(B) – Proposes that the health insurance premiums for all employees whose positions are in the Selected Exempt Service will be adjusted to the same monthly amount as the premiums for those employees whose positions are in the Career Service, effective January 1, 2015.</p>		

**Federation of Physicians and Dentists (“FPD”)**  
**Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System**  
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**Articles at Impasse: 7, 23, 25, Union Proposed New Article: Retirement Benefits**

Article	State’s Last Proposal	Union’s Last Proposal	Comments
25 – Wages	<p>State Proposal of January 24, 2014:</p> <p>Section 1 – Proposes pay shall be in accordance with the Fiscal Year 2014-2015 General Appropriations Act; increases to base rate of pay shall be in accordance with state law and the Fiscal Year 2014-2015 General Appropriations Act.</p> <p>Section 2 – Proposes Variable Compensation Award as provided in the Governor’s Budget Recommendations.</p> <p>Section 3 – Proposes Temporary Special Duties Pay Additive for employees 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 – Proposes 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 – Proposes an employee or</p>	<p>Union Proposal of December 12, 2013:</p> <p>General Wage Increase - \$2,500 increase for eligible full-time employees effective August 15, 2014 or 3% increase if July 1, 2014 base rate of pay is greater than \$83,000.</p> <p>Special Pay Issue - \$750 lump sum bonus award to eligible full-time employees, to recruit, retain and reward employees having served at least three years in their current classification as of December 1, 2014, to be paid no later than March 30, 2015.</p> <p>Performance Pay – 2% merit pay increases based on employee’s outstanding performance as evidenced by a performance evaluation conducted by the employee’s anniversary date.</p>	Cost estimate: \$6.4 million

**Federation of Physicians and Dentists (“FPD”)**  
**Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System**  
**Current One -Year Agreement Expires June 30, 2014**  
**Status of Collective Bargaining as of February 6, 2014**  
**Fiscal Year 2014 – 2015 Successor Agreement Negotiations – All Articles Open for Negotiation**  
**Articles at Impasse: 7, 23, 25, Union Proposed New Article: Retirement Benefits**

Article	State’s Last Proposal	Union’s Last Proposal	Comments
25 – Wages (continued)	<p>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 – Proposes that in the event the 2014 Legislature provides different funding or eligibility provisions for the above-referenced pay increases and payments, the state and the union agree that the increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2014-2015 General Appropriations Act, or any other relevant statutes.</p>		
Union’s proposed new article: Retirement Benefits		<p>Union Proposal of January 15, 2014:</p> <p>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].</p>	<p>Union proposal is redundant as the Florida Retirement System, including administration of benefits, is covered under Chapter 121, F.S. Bargaining obligations are as provided in Chapter 447, F.S.</p>

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**STATE EMPLOYEES ATTORNEYS  
GUILD**

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**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

**For the State**

**For the SEAG**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
State Employees Attorneys Guild

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Florida, or the Florida Bar or other professional certification or regulatory body that governs the ability of an employee to practice his particular profession.

**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**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the SEAG**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
State Employees Attorneys Guild

\_\_\_\_\_  
Date

**Article 18  
WAGES**

**SECTION 1 – Pay Provisions – General**

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

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

**SECTION 2 – Variable Compensation Award**

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation for the January 1 through June 30, 2014 evaluation period. Awards for Outstanding and Commendable performance will be \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2014-2015 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2014, and are subject to funding as provided in the 2014-2015 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 2014-2015 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 4 – 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.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the SEAG**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
State Employees Attorneys Guild

\_\_\_\_\_  
Date

**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 – 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**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the SEAG**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
State Employees Attorneys Guild

\_\_\_\_\_  
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.~~

(A) All state-sponsored standard health plans will be amended to include the following additional provision:

The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contribution adjustments, shall be provided to the Executive Office of the Governor by July 1, 2014, to allow for necessary and timely approvals by the Legislative Budget Commission for statewide implementation on January 1, 2015.

(B) The health insurance premiums for all employees whose positions are in the Selected Exempt Service will be adjusted to the same monthly amount as the premiums for those employees whose positions are in the Career Service, effective January 1, 2015.

**For the State**

\_\_\_\_\_  
Mike Mattimore  
State's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For the SEAG**

\_\_\_\_\_  
Mark Neimeiser  
Interim Executive Director  
State Employees Attorneys Guild

\_\_\_\_\_  
Date

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.

Article 7, Section 1(D), Employee Standards of Conduct & Performance

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.

SES Physicians, Attorneys and Non-Professional Supervisors had gone without a general wage increase for almost seven years. The Legislature's General Appropriations Act provided an October, 2013 wage increase, which truncated by 1/3 the FY possible increase. Further, SES employees earning more than \$40,000 a year received less of an increase than other employees in the state service, even though their jobs had higher education, licensure, or experience requirements.

## Article 18 - Wages

General Wage Increase for FY 2014-15 ....Effective August 15, 2014 each fulltime eligible unit employee shall receive a minimum annual General Wage Increase for Fiscal Year 2014-15 of no less than \$ 2,500 or a 3% wage increase if the employee's base rate of pay as of July 1, 2014 is greater than \$ 83,300."

Special Pay Issues ... Each Agency shall provide a \$ 750 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 December 1, 2014. Bonus award will be paid no later than March 30, 2015.

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.

# Union Proposal

COLLECTIVE BARGAINING PROPOSALS – SES Physicians, Attorneys, Non-Professional Supervisors

Received 12-12-13

DMS

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.

## Article 19 - Insurance Benefits

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 2014.

*Union Proposal*

*Received 12-12-13 DMS*

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 two 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

*Union Proposed New Article*

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].



SEAG and FPD only

In the past there has been some confusion and lack of notification to employees regarding reimbursement for licenses or certifications required as a condition of employment. Further various state departments have been uneven in their application of reimbursement for certain costs i.e. Florida bar dues.

No article specified - Proposed New Article

Any employee who by virtue of their job classification is required to be licensed or certified on a regular basis as a condition of employment, shall be reimbursed the cost for these required licenses or certifications

**- Selected Exempt Service - State Employees Attorneys Guild -CBU 81  
Fiscal Year 2014-2015**

Union/Issue	Estimated Cost	Comments
<p><b>Article 18:</b> A provision is inserted providing that effective August 15, 2014 each fulltime eligible unit employee shall receive a minimum annual General Wage Increase for Fiscal Year 2014-15 of no less than \$ 2,500 or a 3% wage increase if the employee's base rate of pay as of July 1, 2014 is greater than \$ 83,300.</p>	<p align="center">\$2.2M</p>	<p>A \$2,500 increase for all positions under a base rate of \$83,300 was calculated using LAS/PBS Dec 2013 information (715 positions totaling \$2.1M including Retirement and FICA) and a 3% increase was calculated for positions over \$83,300 base rate (52 positions totaling \$148.5K including Retirement and FICA).</p>
<p><b>Article 18:</b> A provision is inserted that each Agency shall provide a \$750 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 December 1, 2014. Bonus award will be paid no later than March 30, 2015.</p>	<p align="center">\$367,489</p>	<p>A \$750 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 (724 filled positions).</p>
<p><b>Article 18:</b> A provision is inserted that requires each agency to grant a 2 percent merit pay increase to employees that have outstanding performance based upon their performance evaluation.</p>	<p align="center">\$883,532</p>	<p>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.</p>

**Federation of Physicians and Dentists / State Employees Attorneys Guild (“SEAG”)  
 Selected Exempt Service (SES) Attorneys Unit – State Personnel System  
 Current One -Year Agreement Expires June 30, 2014  
 Status of Collective Bargaining as of February 6, 2014**

**Fiscal Year 2014 - 2015 Successor Agreement Negotiations – All Articles Open for Negotiation**

*Articles at Impasse: 7, 18, 19, Union Proposed New Articles: Retirement Benefits, Reimbursement of Costs for Licenses*

Article	State’s Last Proposal	Union’s Last Proposal	Comments
7 – Employee Standards of Conduct and Performance	State Proposal of January 28, 2014: Status quo.	Union Proposal of December 12, 2013:  Section 1 – Employees shall serve at the pleasure of the agency and be subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action at discretion of the agency head for six months from 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.	Union proposal does not comply with section 110.604, F.S.
18 – Wages	State Proposal of January 24, 2014:  Section 1 – Proposes pay shall be in accordance with the Fiscal Year 2014-2015 General Appropriations Act; increases to base rate of pay shall be in accordance with state law and the Fiscal Year 2014-2015 General Appropriations Act.  Section 2 – Proposes Variable Compensation Award as provided in the Governor’s Budget Recommendations. Section 3 – Proposes Temporary Special Duties Pay Additive for employees	Union Proposal of December 12, 2013:  General Wage Increase - \$2,500 increase for eligible full-time employees effective August 15, 2014 or 3% increase if July 1, 2014 base rate of pay is greater than \$83,000.  Special Pay Issue - \$750 lump sum bonus award to eligible full-time employees, to recruit, retain and reward employees having served at least three years in their current classification as of December 1, 2014, to be paid no later than March 30, 2015.	Cost estimate: \$3.4 million

**Federation of Physicians and Dentists / State Employees Attorneys Guild (“SEAG”)**

**Selected Exempt Service (SES) Attorneys Unit – State Personnel System**

**Current One -Year Agreement Expires June 30, 2014**

**Status of Collective Bargaining as of February 6, 2014**

**Fiscal Year 2014 - 2015 Successor Agreement Negotiations – All Articles Open for Negotiation**

***Articles at Impasse: 7, 18, 19, Union Proposed New Articles: Retirement Benefits, Reimbursement of Costs for Licenses***

Article	State’s Last Proposal	Union’s Last Proposal	Comments
18 – Wages (continued)	<p>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 – Proposes 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 – Proposes 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 – Proposes that in the event the 2014 Legislature provides different funding or eligibility provisions for the above-referenced pay increases and payments, the state and the union agree that the increases and payments shall be administered in accordance with the provisions of the Fiscal Year 2014-2015 General Appropriations Act, or any other relevant statutes.</p>	<p>Performance Pay – 2% merit pay increases based on employee’s outstanding performance as evidenced by a performance evaluation conducted by the employee’s anniversary date.</p>	

**Federation of Physicians and Dentists / State Employees Attorneys Guild (“SEAG”)  
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***Articles at Impasse: 7, 18, 19, Union Proposed New Articles: Retirement Benefits, Reimbursement of Costs for Licenses***

<b>Article</b>	<b>State’s Last Proposal</b>	<b>Union’s Last Proposal</b>	<b>Comments</b>
19 – Insurance Benefits	<p>State Proposal of February 6, 2014:</p> <p>(A) - Proposes: All state-sponsored standard health plans will be amended to include the following additional provision:                      The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and employer premium contributions adjustments, shall be provided to the EOG by July 1, 2014, to allow for necessary and timely approvals by the LBC for statewide implementation on January 1, 2015.</p>	<p>Union Proposal of December 12, 2013:</p> <p>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 2014.</p>	

**Federation of Physicians and Dentists / State Employees Attorneys Guild (“SEAG”)  
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***Articles at Impasse: 7, 18, 19, Union Proposed New Articles: Retirement Benefits, Reimbursement of Costs for Licenses***

Article	State’s Last Proposal	Union’s Last Proposal	Comments
19 – Insurance Benefits (continued)	(B) – Proposes that the health insurance premiums for all employees whose positions are in the Selected Exempt Service will be adjusted to the same monthly amount as the premiums for those employees whose positions are in the Career Service, effective January 1, 2015.		
Union’s proposed new article: Retirement Benefits		Union Proposal of January 15, 2014: 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].	Union proposal is redundant as the Florida Retirement System, including administration of benefits, is covered under Chapter 121, F.S. Bargaining obligations are as provided in Chapter 447, F.S.
Union’s proposed new article (no title provided)		Union Proposal of December 12, 2013: Any employee who by virtue of their job classification is required to be licensed or certified on a regular basis as a condition of employment, shall be reimbursed the cost for required licenses or certifications.	State does not agree with union proposal.



Committee:

# **JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

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

## **Meeting Packet**

Monday, February 17, 2014

10:30 a.m. — 12:00 noon

Pat Thomas Committee Room, 412 Knott Building

**BEFORE THE FLORIDA LEGISLATURE**  
**THE JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

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**SUMMARY OF THE ISSUES AT IMPASSE IN NEGOTIATIONS BETWEEN  
THE FLORIDA STATE FIRE SERVICE ASSOCIATION, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS, LOCAL S-20 (THE “ASSOCIATION” OR  
“S-20”) AND THE STATE OF FLORIDA**

**Submitted by the Association**

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This is an impasse resolution hearing pursuant to Section 447.403(5)(a), Florida Statutes, which in pertinent part provides as follows:

**447.403 Resolution of impasses.—**

(1) . . . When an impasse occurs, the public employer or the bargaining agent, or both parties acting jointly, may appoint, or secure the appointment of, a mediator to assist in the resolution of the impasse. If the Governor is the public employer, no mediator shall be appointed.

(2)(a) . . . If the Governor is the public employer, no special magistrate shall be appointed. The parties may proceed directly to the Legislature for resolution of the impasse pursuant to paragraph (4)(d).

. . .

(4) . . . (c) The legislative body or a duly authorized committee thereof shall forthwith conduct a public hearing at which the parties shall be required to explain their positions with respect to the rejected recommendations of the special magistrate;

(d) Thereafter, the legislative body shall take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve all disputed impasse issues; and



(e) Following the resolution of the disputed impasse issues by the legislative body, the parties shall reduce to writing an agreement which includes those issues agreed to by the parties and those disputed impasse issues resolved by the legislative body's action taken pursuant to paragraph (d). The agreement shall be signed by the chief executive officer and the bargaining agent and shall be submitted to the public employer and to the public employees who are members of the bargaining unit for ratification. If such agreement is not ratified by all parties, pursuant to the provisions of s.447.309, the legislative body's action taken pursuant to the provisions of paragraph (d) shall take effect as of the date of such legislative body's action for the remainder of the first fiscal year which was the subject of negotiations; however, the legislative body's action shall not take effect with respect to those disputed impasse issues which establish the language of contractual provisions which could have no effect in the absence of a ratified agreement, including, but not limited to, preambles, recognition clauses, and duration clauses.

(5)(a) [In the case of state employee collective bargaining] the presiding officers shall appoint a joint select committee to review the position of the parties and render a recommended resolution of all issues remaining at impasse. The recommended resolution shall be returned by the joint select committee to the presiding officers not later than 10 days prior to the date upon which the legislative session is scheduled to commence. During the legislative session, the Legislature shall take action in accordance with this section.

(b) Any actions taken by the Legislature shall bind the parties in accordance with paragraph (4)(c) [sic].

*Id.* (underscoring supplied).

Last year the Legislature resolved the impasse between the parties as follows:

“(4) Collective bargaining issues at impasse between the State of Florida and the Florida State Fire Service Association shall be resolved by continuing as the status quo the contract that went into effect on July 1, 2012, between the State of Florida and the Florida State Fire Service Association, pursuant to section 1(5) of chapter 2012-132, Laws of Florida, and s. 447.403(5)(b), Florida Statutes.”

*Id.* at note 1.

### **Current Negotiations**

There were approximately eleven (11) articles at impasse at the point of automatic impasse pursuant to Section 216.163(6), Florida Statutes. In the interim, the Association has agreed to all but two of the Governor’s proposals, leaving only Articles 16 (Retirement) and 26 (Firefighter Safety) at impasse. The text of the Association’s proposed language is attached hereto.

### **Article 16: Retirement**

Rather than the Governor’s proposal to leave Article 16 “blank”, the Association proposes to maintain the following language:

#### **Article 16 RETIREMENT**

All bargaining unit members shall continue to participate in the Florida Retirement System (FRS) at no cost to the employee.

The Governor's proposal to remove this language in prior negotiations was the subject of litigation between the parties. Just recently, the Court of Appeals for the First District, in Florida State Fire Service Association, IAFF, Local S-20 v. State of Florida (November 12, 2013)(copy attached), held that the Governor's shifting the "unilateral right to impose a new condition in the agreement . . . [the terms under which employees participate in FRS] was contrary to" the Governor's duty to bargain. Accordingly, the Association herein merely requests that the language that was unlawfully changed be restored.

#### **Article 26: Firefighter Safety**

Firefighter safety is of critical concern to the Association. Just three years ago, two Florida Forest Rangers

were assigned to the Blue Ribbon Fire, a lightning-caused wildfire in Hamilton County, Florida. The fire had initially been contained on June 16<sup>th</sup> [2011], but it had spread beyond the containment area when checked on June 20<sup>th</sup>. Both Forest Rangers operated tractor/plow units. During operations, one of the units became stuck. The second unit and operator attempted to provide assistance. As the wildfire approached, both operators abandoned their units and attempted to outrun the fire. They were overtaken by the progress of the fire and died.

FEMA, U.S. Fire Administration (<http://apps.usfa.fema.gov/firefighterfatalities/fatalityData/detail?fatalityId=3919>) (February 12, 2014).

Although this tragedy led to some additional training, it did not prompt the wholesale revision to operations that one would have expected. Accordingly, the Association has proposed the following language:

**Article 26**  
**FIREFIGHTER SAFETY IN THE WORKPLACE**

**SECTION 1 - Minimum staffing requirements**

- (A) At least two agency wildland firefighters will be dispatched to all wildland fires at all times and will be referred to as a crew.
- (B) For the purposes of dispatching wildland firefighting resources, a crew is defined as at minimum any two (2) certified wildland firefighting personnel. One (1) Firefighter shall be capable of performing as an Initial Attack Incident Commander (IAIC) on scene at the incident. The 2nd separate firefighter dispatched will perform firefighting operations under the supervision of the IAIC.
- (C) The IAIC will conduct an initial assessment of the incident and size up. Importantly, the IAIC is to use his/her judgment based on training and experience in deciding whether to safely engage the incident with the crew on scene or request additional resources. The IAIC will assume the duties of Command and Safety Officer until relieved on the incident in accordance with agency policies.
- (D) Bargaining unit members will not be dispatched or respond to a wildfire alone at any time without additional personnel on scene to perform the duties of Initial Attack Incident Commander (IAIC).

In evaluating this proposal, the Association urges consideration of the following:

1. Due to turnover, there are many firefighters with less than 3 years of experience. Even though they lack experience, these firefighters may be asked to respond, size-up, request additional resources, and perform initial attack without any assistance; and they

may also be required to serve as the incident commander on wildfires. In many ways the situation has been reduced to “rookies” with little to no fire experience training “rookies.”

2. With one man “crew” dispatching policies currently in place, these firefighters not only have to focus on fighting the wildfire and their personal safety, but must also cover all aspects of its management: smoke on the roads, structure protection, hazardous materials, multijurisdictional/agencies responding, aircraft operations, media relations, landowners, and more. A second firefighter dispatched can act as a backup, a second set of eyes for the initial attack firefighter, and also manage additional duties. Fire complexities have evolved and it is simply too much for a single firefighter to handle.

3. Due to the dynamic nature of wildfires, there are several things that can go wrong in an instant, even on small, seemingly routine fires. Equipment failure, entrapment, vehicular accidents, sudden changes in weather/fire behavior, loss of or inadequate radio communications, and medical emergencies to name a few. Having another qualified person on scene could mean the difference between life and death. Other agencies often do not know wildland fire behavior; most do not have knowledge of how to operate our equipment in the event of a “have to” situation, or what to do in the event of an entrapment. We are unaware of any other emergency response firefighting entity that dispatches a single firefighter to an emergency. With a second wildland firefighter on scene, structural firefighters could be “freed up” to respond to other needs of the public.

4. A key consideration is that wildland radios are on VHF while structure departments in Florida are on UHF. Hence, most wildland initial attack firefighters cannot properly communicate with counterparts.

5. LCES or Lookouts, Communications, Escape Routes, and Safety zones are required before any wildland firefighter takes suppression action. New firefighters are taught to be their own lookouts, and that initial face-to-face contact with structural departments is establishes adequate communication with them; such, however, is inconsistent with national firefighter standards (the National Wildfire Coordinating Group).

6. Two man minimum staffing will accomplish for the wildland firefighters what the two – in – two - out rule has done for their structural department counterparts.

7. *NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*: Merely one firefighter on scene does not comply with NFPA 1710, the national standard:

5.5.6.2\* Incident command shall be established outside of the hazard area for the overall coordination and direction of the initial full alarm assignment.

5.5.6.4.1 An incident safety officer shall be deployed to all incidents that escalate beyond a full alarm assignment or when fire fighters face significant risk.

5.7.2.2 All wildland fire suppression operations shall be organized to ensure compliance with NFPA 1143.

5.7.4.2 On-duty personnel assigned to wildland operations shall be organized into company units and shall have required apparatus and equipment assigned to such companies.

5.7.4.2.2 Each company shall be led by an officer who shall be considered a part of the company.

5.7.6.1.2 Prior to the initiation of any wildland fire attack, the fire department shall have the capacity to establish a lookout(s), communications with all crew members, escape route(s), and safety zone(s) for vehicles and personnel.

5.7.6.2.2 One individual in the first arriving company or crew shall be assigned as the incident commander for the overall coordination and direction of the direct attack activities.

5.7.6.2.4 Each attack hand line shall be operated by a minimum of two individuals to deploy and maintain the line.

5.7.6.2.5 One operator shall remain with each fire apparatus supplying water flow to ensure uninterrupted water flow application.

5.7.6.2.6 A wildland crew leader or company officer shall be provided with each crew to be responsible for overall supervision of each of the crew and for maintaining personnel accountability and crew safety.



2 of 2 DOCUMENTS

**FLORIDA STATE FIRE SERVICE ASSOCIATION, IAFF, LOCAL S-20,  
Appellant, v. STATE OF FLORIDA, Appellee.**

**CASE NO. 1D13-0117**

**COURT OF APPEAL OF FLORIDA, FIRST DISTRICT**

*2013 Fla. App. LEXIS 17970; 38 Fla. L. Weekly D 2346*

**November 12, 2013, Opinion Filed**

**SUBSEQUENT HISTORY:** Released for Publication January 7, 2014.  
Rehearing denied by *Fla. State Fire Serv. Ass'n v. State*, 2013 Fla. App. LEXIS 20850 (Fla. Dist. Ct. App. 1st Dist., Dec. 20, 2013)

**PRIOR HISTORY:** [\*1]

An appeal from an order of the Public Employees Relations Commission.

**COUNSEL:** Tobe M. Lev and Richard Siwica of Egan, Lev & Siwica, P.A., Orlando, for Appellant.

Gregg Riley Morton of the Public Employees Relations Commission, Tallahassee; Michael Mattimore and Jason E. Vail of Allen, Norton & Blue, P.A., Tallahassee, for Appellee.

Thomas W. Brooks of Meyer, Brooks, Demma & Blohm, P.A., Tallahassee, for Amicus Curiae Florida Education Association, NEA, AFT, AFL-CIO and Federation of Physicians and Dentists/Alliance of Healthcare and Professional Employees, NUHHCE, AFSCME, AFL-CIO; Pamela L. Cooper of the Florida Education Association, Tallahassee, for Amicus Curiae Florida Education Association, NEA, AFT, AFL-CIO; Donald D. Slesnick, II of the Law Offices of Slesnick & Casey, LLP, Coral Gables, for Amicus Curiae Florida Nurses Association; Paul A. Donnelly of Donnelly and Gross,

P.A., Gainesville, for Amicus Curiae Communications Workers of America, AFL-CIO, CLC; Alma R. Gonzalez of AFSCME Florida Council 79, Tallahassee, for Amicus Curiae AFSCME Council 79, AFL-CIO; Richard A. Sicking, Coral Gables, for Amicus Curiae Florida Professional Firefighters, Inc., International Association of Firefighters, [\*2] AFL-CIO.

**JUDGES:** PADOVANO, J. BENTON, J., and SENTERFITT, ELIZABETH, ASSOCIATE JUDGE, CONCUR.

**OPINION BY:** PADOVANO

**OPINION**

PADOVANO, J.

This is an appeal by the Florida State Fire Service Association, IAFF Local S-20, from a final order by the Florida Public Employee Relations Commission dismissing an unfair labor practice charge. The charge was based on a claim that the state had violated the association's right to collective bargaining by failing to negotiate a condition in the agreement pertaining to retirement benefits. We conclude that the state was required to negotiate the provision at issue and that the Governor's action in referring the matter to the Florida Legislature without further negotiations with the association amounted to a denial of the right to collective



bargaining. Accordingly, we reverse the Commission's order with directions to sustain the unfair labor practice charge.

The association is the certified bargaining agent for employees within the bargaining unit and has been engaged for the last ten years in collective bargaining with the Governor in his capacity as the employer. The condition of the contract at issue here provides that the employees in the bargaining unit are not required to make [\*3] financial contributions to the state retirement fund. This provision is contained in Article 16 of the contract, which states, "All bargaining unit members shall continue to participate in the Florida Retirement System (FRS) at no cost to the employee."

The contract was in effect for a period of three years from July 1, 2009 until June 30, 2012, but it included a provision that would enable the parties to negotiate a change in the article pertaining to wages and to propose changes to a limited number of other articles during the second and third years. On September 10, 2010, a representative of the Department of Management Services wrote to the association to request the submission of proposals to reopen negotiations for the coming fiscal year. The association responded on January 31, 2011, by proposing a request for a wage increase and a competitive pay adjustment. The association did not propose any change to the parties' agreement as it pertained to the issue of pension benefits.

The Department replied with an email on behalf of the Governor expressing the state's willingness to consider its requests and also informing the association that the state wished to reopen negotiations on [\*4] two other matters, a provision relating to the health and welfare of the employees in the bargaining unit and a provision relating to a dues checkoff. At the bottom of the letter, the Department informed the association of the state's intent to reopen negotiations on yet another matter that had been previously settled by the contract: the subject of retirement contributions. The letter states,

In addition to the above articles, we propose to open Article 16 Retirement, to address retirement as follows:

"The State agrees to administer the Florida Retirement System (FRS)

in accordance with any statutory provision, or Act affecting the plan or its operation."

This email was sent on Friday, February 4, 2011, and it was the first point in the bargaining process for that year in which either party had suggested a possible change in Article 16. The following Monday, the Governor submitted his proposed budget to the Florida Legislature. By operation of law, the submission of the budget creates an impasse in contract negotiations on all matters that have not been resolved by that point.

The Legislature resolved the impasse by passing a General Appropriations Act that required public employees, [\*5] including association employees, to contribute 3% of their salaries to the Florida Retirement System, beginning on July 1, 2011. The association refused to ratify this change and filed an unfair labor practice charge against the State. It alleged that the manner in which the Governor had effected this change violated the association's right to collective bargaining over pensions, under *sections 447.501(1)(a) and (c)*, Florida Statutes (2010) and *Article 1, section 6 of the Florida Constitution*.

The hearing officer assigned by the Commission issued a recommended order concluding that the Governor's proposed substitute for Article 16 impermissibly deprived the association of any right to future bargaining over the terms of employee pensions. He accepted the association's argument that, by substituting the proposed language for the extant language of Article 16, the Governor had allowed the Legislature to change the pension plan without any bargaining with the association. Based on this reasoning, the hearing officer concluded, "The state violated *section 447.501(1)(a) and (c)*, Florida Statutes, by obtaining through impasse resolution a waiver of future bargaining over pensions (Article [\*6] 16) at the conclusion of the re-opener bargaining." As a remedy, he recommended that "[t]he state should compensate the association for its necessary attorney's fees and litigation costs for that portion of its original charge on which it prevailed."

On December 10, 2012, the Commission issued a final order rejecting the hearing officer's ultimate

conclusion that the State had violated the law, as well as his recommendation that the State be ordered to pay the association's attorney fees. It ruled instead that the substituted pension language could not be construed as a waiver of the right to bargain, nor could it operate as such. The Commission found that a plain reading of the language does not provide a basis for the State to refuse to bargain, either now or in the future, over the subject of pensions. The association then appealed the Commission's order to this court.

Whether the Governor effectively circumvented the collective bargaining process by opening a provision of the contract to a potential change by the Legislature without first negotiating that issue with the association is an issue of law. It is the kind of legal issue that turns on the plain meaning of the applicable [\*7] statutes. Accordingly, we review the decision in this case by the de novo standard. *See Fla. Pub. Emps. Council 79, AFSCME, AFL-CIO v. State*, 921 So. 2d 676, 681 (Fla. 1st DCA 2006); *Miami-Dade County v. Government Supervisors Ass'n of Florida, OPEIU AFL-CIO, Local 100*, 907 So. 2d 591, 593-94 (Fla. 3d DCA 2005); *Colbert v. Dep't of Health*, 890 So. 2d 1165, 1166 (Fla. 1st DCA 2004); § 120.68(7)(d) Fla. Stat. (2010).

The right to collective bargaining is a fundamental right guaranteed by the Florida Constitution. As stated in *Article I, section 6*, "The right of employees, by and through a labor organization, to bargain collectively shall not be denied or abridged." This section prohibits not only an explicit denial of the right to collective bargaining, but also an action by a public employer that results in a denial of the right. As the court explained in *Hillsborough County Governmental Employees Assoc., Inc. v. Hillsborough County Aviation Authority*, 522 So. 2d 358, 363 (Fla. 1988), the constitution guarantees public employees the right of "effective" collective bargaining.

The constitutional right created by *Article I, section 6* is implemented in Chapter 447, Florida Statutes. *Section 447.501(1)* [\*8] provides in pertinent part:

(1) Public employers or their agents or representatives are prohibited from:

(a) Interfering with, restraining, or coercing public employees in the exercise of any rights guaranteed them under this part.

...

(c) Refusing to bargain collectively, failing to bargain collectively in good faith, or refusing to sign a final agreement agreed upon with the certified bargaining agent for the public employees in the bargaining unit.

§447.501(1)(a) and (c), Fla. Stat. (2010). The Legislature further defined the duty to engage in collective bargaining in *section 447.309(1), Florida Statutes* (2010). This section requires the public employer and certified bargaining agent to bargain jointly and collectively in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit.

The right of public employees to collective bargaining includes a right to bargain on the subject of retirement benefits. This is said to be a mandatory subject of the bargaining process. *See Scott v. Williams*, 107 So. 3d 379, 389 (Fla. 2013) (stating that "retirement pensions and benefits are mandatory subjects of public collective bargaining"). [\*9] Consequently, the right to bargain for retirement benefits may not be denied by the state. The Legislature may not remove the subject of pensions from the bargaining process, nor may the State reserve to the Legislature the exclusive authority to determine retirement benefits for public employees. *See City of Tallahassee v. PERC*, 393 So. 2d 1147 (Fla. 1st DCA), *aff'd*, 410 So. 2d 487 (Fla. 1981).

It is axiomatic that a public employer may not violate a union's right to collectively bargain on behalf of the employees by unilaterally imposing terms and conditions of employment. *See Palm Beach Junior Coll. Bd. of Tr. v. United Faculty of Palm Beach Junior Coll.*, 475 So. 2d 1221, 1224 (Fla. 1985); *Hillsborough County Governmental Employees Assoc., Inc. v. Hillsborough County Aviation Authority*, 522 So. 2d 358 (Fla. 1988). The parties, the hearing officer and the Commission referred to a violation such as this as a "waiver" of the union's rights. In this context, they are using the term "waiver" not in its ordinary sense to mean a voluntary relinquishment of a known right, but rather to mean a unilateral deprivation of the right to negotiate a term of the contract.

The Commission concluded [\*10] that the state had not committed an unfair labor practice by the manner in

which it resolved the impasse, because the Governor's proposal did not constitute a "clear and unmistakable waiver" of the association's rights. On this point, the Commission appears to have reversed the standard that should be applied in resolving an issue such as this. The question is not whether there was clear evidence to show that the employer had imposed a contract condition involuntarily, but whether there was clear evidence to show that the association gave up the right to argue about the condition. The absence of clear and unmistakable evidence of a waiver works in favor of the association, not the employer.

Courts that have applied the "clear and unmistakable waiver" rule uniformly use the term "waiver" in its true sense to mean that a party has given up a right. For example, in *School District of Polk County v. Polk Education Association*, 100 So. 3d 11 (Fla. 2d DCA 2011), the court stated the rule as follows:

Absent a clear and unmistakable waiver by the certified bargaining representative, exigent circumstances requiring immediate action, or legislative action imposed as a result of impasse, a public [\*11] employer's unilateral alteration of wages, hours or other terms and conditions of employment of employees represented by a certified bargaining agent constitutes a per se violation of [s]ection 447.501(1)(a) and (c).

\* \* \*

[F]or inaction to ripen into a "clear and unmistakable waiver," consideration of all the circumstances must reveal that the [bargaining agent's] conduct is such that the only reasonable inference is that it has abandoned its right to negotiate over the noticed change.

*Polk Education*, 100 So. 3d at 15 (quotations omitted).

Likewise, in *Florida School for the Deaf and Blind v. Florida School for the Deaf and Blind, Teachers United, FTP-NEA*, 483 So. 2d 58, 59 (Fla. 1st DCA 1986), this court held that "absent a clear and unmistakable waiver by the certified bargaining representative, a public employer's unilateral alteration of wages, hours or other terms and conditions of employment . . . constitutes a per

se violation" of the right to collective bargaining (emphasis added); see also *Leon County Police Benevolent Ass'n v. City of Tallahassee*, 8 FPER ¶ 13400 (1982), *aff'd*, *City of Tallahassee v. Leon County Police Benevolent Ass'n, Inc.*, 445 So. 2d 604 (Fla. 1st DCA 1984). [\*12] The rule established in all of these cases is that it must be clear and unmistakable that the bargaining agent intended to give up a term or condition.<sup>1</sup> Yet the Commission has applied the rule to mean that there must be clear and unmistakable evidence that the employer intended to make a unilateral change in the contract.

1 Federal courts apply the "clear and unmistakable waiver" rule in the same way to mean that there must be evidence that the union clearly and unmistakably relinquished its right to bargain over the mandatory subject at issue. See, e.g., *Bath Marine Draftsmen's Association v. National Labor Relations Board*, 475 F. 3d 14, 22 (1st Cir. 2007); *Local Union 36, International Brotherhood of Electrical Workers, AFL-CIO v. National Labor Relations Board*, 706 F.3d 73, 82-84 (2d Cir. 2013).

The Commission concluded that the state had not committed an unfair labor practice, because there was nothing in the Governor's proposal that would give him a right to unilaterally change the terms and conditions of employment relating to pensions. This argument focuses on the language of the proposal and fails to take into account its effect. As the supreme court explained in *United Teachers of Dade, FEA/United AFT, Local 1974, AFL-CIO v. Dade County School Board*, 500 So. 2d 508, 511 (Fla. 1986), [\*13] the court must look beyond the language of a proposal and consider its impact and effect in deciding whether it amounts to a unilateral condition of the contract.

In *United Teachers*, the lower court had held that a program mandated by the Legislature did not violate the right of collective bargaining because the Legislature was not a party to the employment contract. While affirming the lower court's ultimate conclusion, the supreme court rejected the lower court's reasoning that the Legislature was a "stranger to the employment relationship." The supreme court found that this narrow focus was an "exercise in semantics" that "ignores the real impact or practical effect legislation may have on the rights guaranteed by *article I, section 6*." The court emphasized that a correct analysis must "focus on the impact such

decisions have on public employees' constitutionally guaranteed collective bargaining rights." *Id.* at 511; see also *City of Tallahassee v. PERC*, 410 So. 2d at 489.

Applying these principles, we conclude that the actions by the Governor amount to a violation of the association's right to collective bargaining. The Governor proposed to replace the rights established in Article [\*14] 16 with an open-ended provision that would enable the state to administer the retirement system "in accordance with any statutory provision" that might be enacted into law. It is true that the proposal did not itself change the existing provision in Article 16; however, it did effectively open the subject of retirement benefits to a potential change by a third party, in this case the Florida Legislature. The practical effect of the Governor's action in delegating the issue of pension benefits to the Legislature was to make it impossible for the association to negotiate the issue at all. Thus, we conclude that the action is one that amounts to a denial of the association's right to collective bargaining.

One might argue that the association should have objected to the Governor's proposal to leave the matter up to the Legislature, but the timing of the proposal would have made this difficult, if not impossible. The Governor made his proposal on a Friday and submitted his budget the following Monday. By operation of law, the submission of the budget results in an impasse in the negotiations. See §§ 447.403(5)(a) and 216.163(6), *Fla. Stat.* (2010). The sequence of events left the association [\*15] with little else to do but make its case to the Legislature. That, of course, does not satisfy the Governor's obligation to engage in collective bargaining.

The Governor's proposal appears to be passive, in the sense that it left the issue of pension benefits up to the Legislature. However, the budget the Governor submitted to the Legislature included a provision that would require all state employees to contribute a portion of their pay to the retirement fund. Thus, while it is correct to say that the Governor did not directly remove the existing

provision regarding the pension benefits in his dealings with the association, that was precisely the result he was advocating in the Legislature. The net effect of the proposal was to shift the issue of pension benefits from the process of negotiating a contract to the process of enacting legislation.

Our conclusion that the last-minute proposal amounted to a denial of the right to collective bargaining is supported not only by a practical assessment of the facts, but also by the applicable statutes. *Section 447.309(1), Florida Statutes* states that the "bargaining agent for the organization and the chief executive officer of the appropriate [\*16] public employer or employers, jointly, shall bargain collectively in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit." This statute plainly requires that the bargaining be done by the "chief executive officer of the public employer," in this case the Governor, and not by a third party to whom the process has been delegated. Here, the Governor's proposal granted a third party a unilateral right to impose a new condition in the agreement, and, in that respect, it was contrary to the requirements of *section 447.309(1)*.

For these reasons, we conclude that the Commission erred in rejecting the hearing officer's conclusion that the state had violated the association's right to collective bargaining. The association sought several remedies in its unfair labor practice charge, but, in the present posture of the case, the only one that can be enforced is an award of costs and attorney fees. Accordingly, we reverse the final order by the Commission and direct that it enter a final order accepting the recommended order by the hearing officer and awarding costs and fees to the association.

Reversed.

BENTON, J., and SENTERFITT, ELIZABETH [\*17], ASSOCIATE JUDGE, CONCUR.



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

**February 13, 2014**

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**AFSCME Council 79's SUMMARY OF THE ISSUES**

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AFSCME Council 79 and the Governor – through DMS – are negotiating a successor collective bargaining agreement. The current agreement expires on June 30, 2014. Many articles were not reopened.

However, among the significant issues at impasse are the following (the actual text of the contract proposals is attached):

1. **Wages:** [currently Article 25]:

- **Overview:** The Florida Annual Workforce Report by Department of Management Services (attached) documents that the state workforce has declined steadily since 2009 [State workers/10,000 residents dropped from 116 in 2011 to 111 {National average 217}. At the same time the population of Florida has increased to 19.3 million and it is expected that Florida's tourism visits are increasing, thus State Employees are doing more with less colleagues. Since 2007 the BLS Cost of Living has been over 12% yet state employee's wages have been frozen. In 2011 employees received a pay cut of 3% when obligated to contribute to the FRS, which was somewhat mitigated with last year's October 1st raise. There is no dispute that these facts illustrate that state workers are over worked and underpaid.
- **AFSCME Council 79 Proposal:** A 7% increase across the board will not make employees "whole" but will go a long way in reversing the loss of wages employees have suffered through the last few years.
- **State Proposal:** The State has proposed: a bonus of \$5,000.00 for those workers that meet exceptional in their evaluations; a bonus \$2,500.00 for those that meet commendable; and \$0.00 for those that meet expectations.

**American Federation of State, County and Municipal Employees, AFL-CIO**

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- Argument: The State does not take into account that the great majority of the employees are in the last category and that through witnesses it has been documented that supervisors are instructed not to give exceptional evaluations. An across the board increase is not to reward employees but rather to keep a viable workforce that on a daily basis services the citizens of Florida and makes sure the State Government fulfills its obligations as mandated by the Constitution, law, and elected leaders. A 7% increase also goes a long way to fulfill the promise made to employees by elected leaders to hold tight during the lean years and when the economy turned they would be made whole. It is important to remember that employees through their 3% contribution to the FRS helped the State balance its budget in 2012.

2. **Health Insurance**: [Article 27]:

- Overview: This change was introduced by DMS at the last minute with little information to discuss the pros and cons of such proposal. It would require employees to make a larger payment for health insurance coverage.
- AFSCME Council 79 Proposal: The current language has been the standard used for the preceding contracts and lacking specifics from the State the current language should remain as is. [When all aspects of the proposal are ready the Union will be amenable to consider the proposal.]
- State Proposal: At the cost of raising deductibles and co-pay to State employees, establish Health Reimbursement Accounts per employee with a maximum of \$600.00.
- Argument: Currently the State pays in premiums \$591.52 for single and \$1,264.06 for family (employees pay \$50.00 and \$180.00). For premiums to be lowered to save the \$600.00 dollars, deductibles would have to be raised from \$500.00 per year to an amount in the thousands and co-pays for doctor visits would have to be raised from \$30.00 to close to \$100.00 dollars. Such changes would render medical benefits of State employees “beyond their reach”. These raises are unknown by the State since they were unprepared to present this proposal in full. They wanted the Union to “sign a blank check” that would raise employees health care costs.

3. **Grievance Procedure** [currently Article 6]

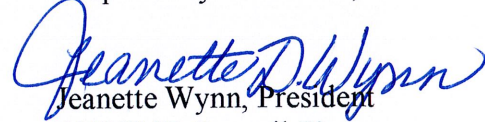
- Overview: the current language has been in use for years and no issues were raised by the State to justify its change. Note that AFSCME Council 79 agreed to all changes the State proposed except to changing the standard used by arbitrators in deciding cases. [Section 6 f 2]

- AFSCME Council 79 Proposal: leave Section 6 f 2 as written throughout the last contracts – no change.
- State Proposal: change standard used by arbitrators to determine arbitration cases.
- Argument: Currently most arbitrators use the “clear and convincing evidence” standard in deciding cases. This standards has not impeded the State in presenting cases at arbitration, prevailing in the majority of their cases, and affirming their disciplinary decisions. Should a State employee require an arbitrator to determine his future as a State employee, that employee should rest assured that the arbitrator had clear and convincing evidence in making the determination.

4. **Discipline** [currently Article 7]:

- Overview: The State and AFSCME Council 79 have agreed to changes to this article except one.
- AFSCME Council 79 Proposal: Add to Section 1 the requirement that state employees that are disciplined be subject to progressive discipline without impeding the State to discipline employees more severely for egregious offenses.
- State Proposal: The State prefers that Agencies determine discipline.
- Argument: State employees are entitled to work in an environment where all are treated equally. They are also entitled to know when they make mistakes and are obligated to correct mistakes. This cannot happen when Agencies decide to dismiss employees without a history of discipline or without the opportunity to correct mistakes. Progressive discipline assures such opportunities.

Respectfully Submitted,

  
Jeanette Wynn, President  
AFSCME Council 79

**Article 6  
GRIEVANCE PROCEDURE**

It is the policy of the state and the 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 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 Contract that is filed on a grievance form as contained in Appendix B.
- (B) "Employee" "**Grievant**" shall mean an employee or a group of employees having the same grievance.
- (C) "Days" shall mean ~~calendar~~ **business** days. ~~excluding any day observed as a holiday pursuant to Florida Statutes, or holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Contract.~~ **"Business days" refers to the ordinary business hours, i.e. 8:00 am until 5:00 pm 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, holidays 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 a 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 601-34.0071(3)(e).**
- (D) "File" or "Appeal" shall mean the receipt of a grievance by the appropriate step representative.

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

(A) Nothing in this Article or elsewhere in this Contract shall be construed to permit the Union or an employee to process a grievance (1) 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 under section 120.569 or 120.57, Florida Statutes, or appeal before a

For the State

For AFSCME Council 79

\_\_\_\_\_  
Michael Mattimore

\_\_\_\_\_  
Jeanette Wynn

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



governmental board or agency, or court proceeding, except that employees shall have the right to pursue claims of discrimination in other appropriate forums. If a grievance is filed that may be processed under this Article and also under the Public Employees Relations Act pursuant to section 110.227(5), Florida Statutes, the grievant shall indicate at the time the grievance is reduced to writing which procedure is to be used as the exclusive remedy. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this Grievance Procedure shall indicate at the Oral Step or initial written step (if authorized by the provisions of this Article) whether to be represented by the Union or another representative designated by the employee grievant. If the employee grievant is represented by the Union or another representative, any decision agreed to by the state and Union or the state and the employee's grievant's designated representative, shall be binding on the employee.

(C) Where Union representation is authorized as provided in this Contract and is requested by ~~an employee~~ a grievant, the employee's grievant's representative shall be selected from the list of Stewards, Union Staff Representatives or Union Regional Directors which has been provided to the state in accordance with Article 5 of this Contract. The employee grievant may also be represented by an attorney or other representative retained by either the Union or the employee grievant.

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

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

3. As indicated in Article 5 of this Contract, the Steward in the same work location or the closest work location to the grievant's work location shall be selected to represent the employee grievant. In no case shall a Steward be allowed to travel more than 25 miles from his official work location in order to investigate a grievance. The Union will make a reasonable effort to ensure that it trains a sufficient number of stewards in order to minimize any such travel.

4. A Steward who has been selected to represent ~~an employee~~ a grievant 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,~~ The grievant or the designated spokesperson in a class action grievance, will be considered a required participant at the Oral Step and Step 1 grievance meetings.

For the State

For AFSCME Council 79

\_\_\_\_\_  
Michael Mattimore

\_\_\_\_\_  
Jeanette Wynn

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(D) ~~Both~~ The employee grievant and the employee's 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 and a copy shall be sent to ~~both the employee grievant~~ and the employee's grievant's representative.

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

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

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

### SECTION 3 – Procedures

(A) Employee grievances filed in accordance with this Article are to be presented and handled promptly at the lowest level of supervision having the authority to adjust the grievances. A grievance may be filed and responded to by facsimile, electronic mail, personal service, or mail. Grievances are to be filed on the appropriate form as contained in Appendix B of this Contract.

(B) Once a grievance is filed, 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 working hours of ~~any required participant~~ the grievant, a representative of the grievant, or any required witnesses, such ~~participant shall be excused without loss of pay for that purpose~~ hours shall be deemed worked. Attendance at grievance meetings, mediation, or arbitration hearings outside of a participant's regular working 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) All grievances will be presented at the ~~Oral~~ 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 filed at Step 2 on the grievance form as contained in Appendix B of this Contract within ~~24~~ 15 days following the occurrence of the event giving rise to the grievance.

2. A dispute involving the interpretation or application of a provision of this

For the State

For AFSCME Council 79

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Contract which gives a right to the Union as an employee organization may be filed by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, and received by the Office Manager for the Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050, within ~~24~~ **15** days of the occurrence of the event giving rise to the grievance.

(F) An employee who has not attained permanent status in his position can only file non-discipline grievances, which are final and binding at Step 3 as provided in this Article. ~~With respect to disciplinary grievances, oral reprimands shall not be grievable. An employee who has attained permanent status in his position may grieve a written reprimand up to Step 2; the decision at that level shall be final and binding.~~

(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. In the event a grievance is not answered in a timely manner at the preceding step, the state agrees not to remand the grievance for the purpose of obtaining the answer without the agreement of the Union or the employee's **grievant's** designated representative, if any.

**(1) Oral Discussion**

a) An employee having a grievance may, within ~~24~~ **15** days following the occurrence of the event giving rise to the grievance, **initiate the grievance by presenting the grievance it orally to his or her immediate supervisor, stating the specific provision(s) of the Contract allegedly violated, and the relief requested, or by filing a written grievance at Step 1.** The immediate supervisor shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is requested by the ~~employee~~ **grievant** or the ~~employee's~~ **grievant's** representative, or if a meeting is deemed necessary by the supervisor. The supervisor shall communicate a decision to the employee and the employee's representative, if any, within ~~14~~ **10** days following the date the grievance is received at the Oral Step.

b) Failure to communicate the decision in a timely manner shall permit the ~~Employee~~ grievant, the Union, or other designated ~~employee~~ **grievance** representative 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 this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

**(2) STEP 1**

a) If the ~~employee~~ **grievant** elects to utilize the oral discussion step and the

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grievance is not resolved, the employee grievant or the designated employee grievance representative may submit it in writing to the Step 1 Management Representative to be received within **24 15** days following the receipt of the oral step decision. If the employee grievant elects not to utilize the oral discussion provision of this section the employee grievant or the designated employee grievance representative shall file a written grievance with the Step 1 Management Representative to be received within **24 15** days following the occurrence of the event giving rise to the grievance, or within **24 15** days of receipt of the decision at the Oral Step, whichever is later, on the appropriate grievance form as contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form.

b) The Step 1 Management Representative or his designated representative shall meet with the grievant and/or the grievant's designated grievance representative to discuss the grievance and shall communicate a decision in writing to the employee grievant, and the employee's grievant's representative, if any, within **14 10** days following the date the grievance is received at Step 1.

c) Failure to communicate the decision in a timely manner shall permit the employee grievant, the Union, or other designated employee grievant representative 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 this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

### (3) STEP 2

a) If the grievance is not resolved at Step 1, the employee grievant or the employee's employee's representative may file a written grievance with the Agency Head or designated representative within **24 15** days after receipt of the decision at Step 1 provided the Step 1 decision is received on or before the last valid due date. 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 shall** meet with the employee grievant and/or the designated Union Staff Representative, or the designated grievance representative if the grievant is not represented by the Union to discuss the grievance. The Agency Head or designated representative shall communicate a decision in writing within **24 15** days following receipt of the written grievance.

c) Failure to communicate the decision in a timely manner shall

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permit the employee grievant, the Union, or other designated employee grievant representative 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 this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

**(4) STEP 3 – Contract Language Disputes**

a) If ~~the~~ 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 Union President or the designated member of the Union President's staff, or the employee grievant or designated employee grievance representative if not represented by the Union, may appeal the ~~Step 2 decision by filing a written~~ grievance to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050 within ~~24~~ 15 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the last valid due date. The grievance shall be filed on the appropriate grievance form as contained in Appendix B of this Contract, setting forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, the relief requested, and 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 designated representative of the Department of Management Services ~~may~~ shall meet with the Union President or the designated member of the Union President's staff, and/or the employee grievant, or the designated employee grievance representative if not represented by the union to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1, above.

b) The designated representative of the Department of Management Services shall communicate a decision in writing to the Union President or the designated member of the Union President's staff if the employee is represented by the union, or to the employee grievant or the designated employee grievance representative, within ~~24~~ 15 days following receipt of the written grievance. The ~~employee's~~ grievant's representative is responsible for providing a copy of the Step 3 decision to the employee grievant.

c) Failure to communicate the decision within the specified time limit shall permit the employee grievant, the Union, or other designated employee grievance representative where appropriate, to proceed to the next step.

d) The number of days indicated at this step shall be considered as the

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maximum, and every effort will be made to expedite the process. However, the time limits specified in this step of this procedure may be extended in writing provided there is agreement by both parties. There shall be no retroactive extensions of time limits.

## 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 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.

## ARBITRATION

a) If ~~the a~~ **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 ~~3~~ **2**, the Union President or the designated member of the Union President's staff may appeal the ~~Step 3 decision~~ **grievance** to ~~A~~ **arbitration by filing a written appeal to arbitration** on the appropriate form as contained in Appendix C of this Contract, with the Arbitration Coordinator, Office of the General Counsel for the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050 within ~~45~~ **30** days after receipt of the decision at Step ~~3~~ **2**, provided the Step ~~3~~ **2** decision is received on or before the last valid due date. **If a contract language dispute as described in (4) above, is not resolved at Step 3, the Union President or the designated member of the Union President's staff may appeal the grievance to arbitration on the appropriate form as contained in Appendix C of this Contract within 30 days following receipt of the decision at Step 3.** The appeal to arbitration may be filed by facsimile, electronic mail, personal service, or mail, and shall include a copy of the ~~Step 3 decision~~ **grievance forms submitted at Steps 1, 2, and 3 (if applicable), together with all written responses and documents in support of the grievance.** If, at the initial written step, the employee **grievant** did not elect Union representation, or the Union refused to represent the employee **grievant** because the employee was not a dues-paying member of the Union, the employee **grievant** may appeal the grievance to ~~A~~ **arbitration** or may designate another representative to appeal the Step 3 ~~decision~~ **grievance** to arbitration on their behalf.

b) The parties may agree in writing to file related grievances for hearing before the same arbitrator.

c) The arbitrator shall be one person from a panel of at least five (5)

For the State

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arbitrators, mutually selected by the state and the Union to serve in rotation for any case 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 rotation, and** shall facilitate the scheduling of all arbitration hearings and shall contact the next arbitrator in the agreed rotation and coordinate the arbitration hearing time, and date, **and location.**

d) **Arbitration hearings shall be scheduled as soon as feasible 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 can schedule within the prescribed period. As an exception to this scheduling requirement, a A party may request of the arbitrator, with notice to the other party and the Arbitrator Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances.**

e) **The Arbitration Coordinator shall schedule** arbitration hearings shall be held 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.

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 20 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 (6)(c) of this Article to conduct a hearing on hear the substantive issue(s).**

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 Contract, shall be final and binding on the state, the Union, the grievant(s), and the employees in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue a decision not later ~~30~~ **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, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted. 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.

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3. **If the arbitrator finds that cause exists for discipline, the arbitrator shall affirm the decision of the agency. If the arbitrator finds that cause did not exist for discipline, the arbitrator shall reverse the decision of the agency and provide relief consistent with the provision of the Contract and law. The arbitrator's discretion is limited to reversing or affirming the discipline at the level of discipline imposed. The arbitrator may not increase or reduce the penalty imposed by the agency.**

4. The arbitrator shall conform an award to the limitations imposed by section 447.401, Florida Statutes, and specifically shall not have the power to add to, subtract from, modify, or alter the terms of this Contract.

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

(A) ~~No~~ **An award for 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, and shall not include punitive damages.**

(B) **Back pay shall not be retroactive to a date earlier than 15 days prior to the date the grievance was initially filed.**

h) The fees and expenses of the arbitrator shall be borne equally by the parties; however, each party shall be responsible for compensating and paying the 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.**

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).**

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, file 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 to be received within the specified time limit shall permit the employee **grievant**, the Union, or the designated employee **grievance** representative where appropriate, to proceed to the next step.

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

For the State

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AFSCME Council 79  
Union Proposal – Article 6  
Fiscal Year 2014-2015  
January 23, 2014

For the State

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Michael Mattimore

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Date

For AFSCME Council 79

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Jeanette Wynn

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**Article 7**  
**DISCIPLINE**

**SECTION 1 – For Cause**

~~Any employee who has permanent status in his or her current position may be suspended or dismissed only for cause. Cause shall be as established in section 110.227, Florida Statutes. Status shall be as prescribed by the Rules of the State Personnel System.~~

An employee who has permanent status in his current position may be disciplined only for cause. Cause shall include, but 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 in section 110.227, Florida Statutes. Agencies within the State Personnel System perform a vast array of functions and deliver a wide variety of services. Accordingly, each agency shall have primary authority and responsibility for managing the conduct of its employees. If an agency deems it necessary to discipline an employee for a violation of standards of conduct, the agency may impose any discipline up to and including dismissal, taking into account the agency’s unique mission and the individual facts and circumstances of the issue(s) giving rise to the discipline. **However, disciplinary actions will be timely and based upon the circumstances and complexity of each case. The parties agree to the concept of progressive discipline, which is discipline designed primarily to correct and improve employee behavior, rather than punish.**

**SECTION 2 – Notice**

An employee who has permanent status in his ~~or her~~ current position ~~and~~ who is subject to suspension, reduction in pay, demotion, involuntary transfer of more than 50 miles by highway, or dismissal shall receive written notice of such action at least ten (10) calendar days prior to the date the action is to be taken subject to section 110.227(5)(a), Florida Statutes. 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 taking the action to answer orally and in writing charges against him or her. Notice to the employee shall be hand-delivered or by certified mail.

In instances of extraordinary dismissal, the affected employee shall be given an opportunity to rebut the charges at the time of the hand-delivered notice, in accordance with section 110.227(5)(b), Florida Statutes.

For the State

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**SECTION 3 – Remedies**

~~An employee shall have the option of appealing only such actions referenced in Section 2 to either the Public Employees Relations Commission in accordance with section 110.227(5) and Chapter 447, Part II, Florida Statutes, or the grievance procedure set forth in Article 6 of this Contract, but such employee may not avail himself or herself of both procedures. Grievances and appeals of discipline under this contract shall comport with the remedies set forth at section 110.227(6)(c), Florida Statutes, and Chapter 447, Part II, Florida Statutes. If an arbitrator finds that cause did not exist for discipline, the arbitrator shall reverse the decision of the agency and the employee shall be reinstated with or without back pay. If the arbitrator finds that cause exists for discipline, the arbitrator shall affirm the decision of the agency. The arbitrator's discretion is limited to reversing or affirming the discipline at the level of discipline imposed. The arbitrator may not increase or reduce the penalty imposed by the agency.~~

(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 documents of minor work deficiencies or conduct concerns that are not discipline and are not grievable; however such documentation may be used by the parties 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 filed in the employee's official personnel file.**

(C) Oral reprimands are not grievable. Written reprimands are subject to the grievance procedure in Article 6; the decision is final and binding at Step 2. **An employee may respond in writing to oral or written reprimands within 60 calendar days of receipt; a copy of the response will be filed in the employee's official personnel file.**

(D) An employee with permanent status in his current position 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 provisions of section 110.227(5) and (6), Florida Statutes.

For the State

For AFSCME Council 79

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AFSCME Council 79  
Union Proposal – Article 7  
Fiscal Year 2014-2015  
January 23, 2014

For the State

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Michael Mattimore

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Date

For AFSCME Council 79

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Jeanette Wynn

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Date

**ARTICLE 25**  
**WAGES**

**SECTION 1— Pay Provisions**

~~(A) Pay shall be in accordance with the Fiscal Year 2012-13 General Appropriations Act. All employees of the AFSCME represented bargaining units (Professional, Administrative Clerical, Operational Services and Human Services) will receive a 7 percent increase, plus applicable taxes, to their base rate of pay on July 1, 2014, with a \$2,000 minimum increase.~~

**SECTION 2 — Cash Payout of Annual Leave**

Permanent Career Service employees will have ~~may be given~~ the option of receiving up to twenty-four (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. Permanent Career Service employees in the AFSCME represented bargaining units (Professional, Administrative/Clerical, Operational Services and Human Services) will have the option of receiving a payout each December of all unused special compensatory leave earned after July 1, 2012. This clause will supersede Article 18 Section 8.

**SECTION 3 — Savings Sharing Program**

Individual employees 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 4 — 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. The granting of merit pay increases should be awarded fairly and be distributed proportionally to all members of a work unit who have achieved outstanding or commendable performance. Supervisors will be required to document the objective criteria used for awarding merit pay increases.

**For the State**

**For AFSCME Florida Council 79**

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Michael Mattimore

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AFSCME Council 79  
Union Proposal – Article 25  
Fiscal Year 2014-2015  
January 23, 2014

**SECTION 5 — Deployment to a Facility or Area Closed due to Emergency**  
**In accordance with the authority provided in the Fiscal Year 2014-15 General Appropriations Act, 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.**

**For the State**

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Michael Mattimore

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**For AFSCME Council 79**

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Date



# FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

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*The Voice of Florida's Law Enforcement Officers*

February 13, 2014

**VIA ELECTRONIC MAIL**

Senator Alan Hays, Co-Chair  
Representative Charles Van Zant, Co-Chair  
Joint Select Committee on Collective Bargaining

Governmental Oversight and Accountability Committee  
404 South Monroe Street  
Tallahassee, Florida 32399

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

Dear Senator Hays and Representative Van Zant:

Attached you will find the collective bargaining proposals submitted by the Florida Police Benevolent Association, Inc., to Governor Scott and the Department of Management Services covering the three law enforcement bargaining units represented the Florida PBA. The bargaining units are (1) the Florida Highway Patrol unit, (2) the Law Enforcement Officer unit and (3) the Special Agents [FDLE] unit. The proposals are submitted in summary fashion and clarifications, submitted via electronic mail are identical and cover all three bargaining units.

As an examination of the impasse letter from DMS' chief negotiator indicates, Governor Scott and the PBA are at impasse on a substantial number of articles. While the PBA believes it is fair to state that several of the articles will be resolved as negotiations progress, it is equally fair to state many will not be resolved and will require resolution by the Florida Legislature. The most significant of these impasse items are: wages, health insurance and performance review.

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

## **CONTACT PERSONS**

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

## **MAJOR ISSUES**

**Wages (Article 25)** – The Florida PBA’s wage proposal is largely an extension of its proposal from last year which was adopted, in part, by the Florida Legislature.

This proposal has three important components: (a) a 5% competitive pay adjustment in the base salary for unit employees which the PBA has identified as falling short of similarly situated state officers or troopers in the years of service and qualifications [i.e. annual base salary of \$39,999 or less], (b) a 4% competitive adjustment for other troopers, officers and special agents, designed to provide these individuals a more competitive wage level with other Florida law enforcement agencies, and (c) a general base salary adjustment consistent with that provided other state employees.

**Health Insurance (Article 27)** – The Florida PBA has proposed continuation of the current state health insurance program with the employee continuing to provide the same health insurance premiums at no additional cost to bargaining unit employees.

Governor Scott has proposed the establishment of a Health Reimbursement Account program for employees. Once more information is received with respect to this program, the PBA will be better able to respond to the proposal. It is being given serious consideration.

**Performance Review (Article 14)** – With the implementation of the S.M.A.R.T. performance standards, there appears to be a movement on the part of State law enforcement agencies toward an emphasis on “hard” contact, arrest and criminal charge numbers as performance standards. In law enforcement terms, these numbers are essentially ticket or arrest quotas, a concept not favored by law enforcement officers or citizens.

Of equal significance in this regard is the growing litigation involving ticket or performance quotas, especially when tied to wage bonuses for law enforcement personnel. The performance concept is encompassed in Governor Scott’s current wage proposal.

The PBA’s proposal regarding performance reviews prohibits the use of arrest citation or violation quotas as basis for evaluating the performance of the State’s law enforcement personnel.





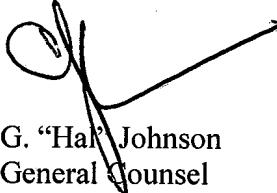
**STATE PROPOSALS – Status Quo**

On January 24, 2014, Governor Scott and DMS provided the PBA with several proposed modifications to the collective bargaining agreement which was effective October 21, 2013. As previously indicated, the PBA is reviewing these proposals and is hopeful an agreement on some of these revised articles will be reached. Articles 5, 7, 8, 9, 27 and 35 are examples.

However, if no agreement can be reached the PBA suggests the “status quo” be maintained on such articles for two major reasons: (1) these articles were just put into place in the bargaining agreement [October 21, 2013]; and (2) at least one, special compensatory leave (Section 6, Article 18/23) was reviewed and imposed by the Florida Legislature last year. These articles should not be changed unless agreed to by the parties.

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

Respectfully,



G. “Har” Johnson  
General Counsel

GHJ/dlt

Encl(s)

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



**Florida PBA and  
State of Florida Negotiations**

**November 15, 2013**

**Law Enforcement Bargaining Units: FHP, SA and LEO**

The following collective bargaining agreement provisions are opened for discussion purposes. A comprehensive proposal regarding these provisions and others will be made at a later date.

**Article 25 – Wages:**

The Florida P.B.A. proposes a wage adjustment designed to alleviate, in part, wage inequity issues it has identified in a study performed this year.

- This proposed wage adjustment is in addition to any general adjustment or merit wage bonus adopted by the legislature.

**Article 18/23 – Special Compensatory Leave:**

The Florida P.B.A. 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. Obviously, the holiday pay would be in addition to the regular pay for working on a holiday.

**Article 27 – Insurance Benefits:**

Health insurance benefits and employee contributions would remain unchanged for the upcoming fiscal year.

**Article 14 – Performance Review:**

Numerical arrest citations or violation quotas will not be used in reviewing an employee's performance.

Related Issues: Status of new performance evaluations and negotiations related to them. Status of "merit bonuses" scheduled for June, 2013 and criteria that will be utilized for determining bonus eligibility.

## Hal Johnson

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**From:** Hal Johnson [hal@flpba.org]  
**Sent:** Monday, January 13, 2014 12:48 PM  
**To:** Mike Mattimore (MMATTIMORE@anblaw.com); 'Parry, Jim'  
**Cc:** 'instruc777@aol.com'; 'Scott Hoffman'; 'Futch, James'; 'Matt Puckett'; 'Al Shopp'; 'stephanie'; 'adrienne@flpba.org'  
**Subject:** FW: Law Enforcement Wage Proposal for Fiscal Year 2014-2015

Mike and Jim, as per your request, our wage proposal to the State is attached.

Set out below is the wage proposal for the Florida PBA. The proposal covers all three bargaining units which includes the FHP, LEO and SA units. A more formalized proposal will be presented on January 24, 2014 at our scheduled negotiations.

1. Effective July 1, 2014, eligible bargaining unit employees with an annual base salary of \$39,999 or less (salary as of June 30, 2014) shall receive a competitive pay adjustment of five (5%) to their annual base salary.
2. Effective July 1, 2014, eligible bargaining unit employees with an annual base salary of \$40,000 or more (salary as of June 30, 2014) shall receive a competitive pay adjustment of four (4%) or \$2000 annual adjustment, whichever is greater, to their annual base salary.
3. Funds will be provided as determined by the Florida Legislature to provide discretionary one-time lump sum bonuses in an amount sufficient to recruit retain and reward quality personnel under such terms as established by the legislature.

Information related to the proposal: These proposals are predicated on an estimated 3300 law enforcement personnel in the bargaining unit classifications represented by the PBA. Of this number approximately 1875 officers/sergeants have an annual base salary below the level of \$40,000. The proposed wage adjustment moves them to a salary which is more consistent with other state officers and more competitive with local law enforcement agencies. The cost of funding this proposal is an estimated \$3.5 million dollars.

The four (4%) proposal encompasses the remainder of the bargaining unit, approximately 1433 officers. The rationale for its rests on moving the officers and sergeants to a more competitive wage position with local law enforcement agencies. The cost of funding this proposal is an estimated \$2.3 million dollars.

The continuation of the lump-sum bonus is designed as a personal incentive for officers in order to reward them for work quality performance over and above that of the normal officer.

If you have any questions, please feel free to contact this office at (800) 733-3722, ext. 406.

**Hal Johnson | [hal@flpba.org](mailto:hal@flpba.org)**  
**General Counsel**  
Florida Police Benevolent Association  
**Phone - (800) 733-3722, Ext. 406 | Fax - (850) 561-8898**  
**Representing Florida's Finest**

Warning: This transmission contains confidential information intended only for the person(s) named above. It may contain information that is confidential and protected from disclosure by the attorney-client privilege and/or work product doctrine or exempt from disclosure under other applicable laws, including, but not limited to, the FOIA, Privacy Act, 5 USC 552, Ch. 119, F.S., or the Florida Rules of Evidence. Any use, distribution, copying or other disclosure by any other person is strictly prohibited. If you have received this transmission in error, please notify the sender immediately.

## Hal Johnson

---

**From:** Hal Johnson [hal@flpba.org]  
**Sent:** Thursday, January 23, 2014 1:22 PM  
**To:** Mike Mattimore (MMATTIMORE@anblaw.com); 'Parry, Jim'  
**Cc:** 'Matt Puckett'; 'Stephanie Webster'; 'Al Shopp'; 'instruc777@aol.com'; 'Scott Hoffman'; 'Futch, James'  
**Subject:** State Negotiations

Since tomorrow will be a second day of negotiations and last before the governor's budget submission date, I think it might be helpful to outline a possible agenda for our meeting: (a) submission and discussion of the state's bargaining proposals, (b) discussion of the status of the SMART performance standards, and (c) discussion of the June bonus plan and procedure.

After we receive your bargaining proposals and no later than the first week in February (the 7<sup>th</sup>) we should try to identify the issues at impasse and exchange final offers on those items at impasse. Certainly, it will be our intent and hope to continue negotiations while the impasse process proceeds as has been our past practice.

Finally, in reviewing our wage proposal I wanted to clarify our November 15<sup>th</sup> and January 13<sup>th</sup> proposals to make sure the State understands that the special pay adjustments outlined in the January 13<sup>th</sup> email is in addition to any general wage adjustment adopted by legislature for career service employees or bonus plan established by the legislature.

Thank you.

**Hal Johnson | [hal@flpba.org](mailto:hal@flpba.org)**  
**General Counsel**  
Florida Police Benevolent Association  
**Phone - (800) 733-3722, Ext. 406 | Fax - (850) 561-8898**  
**Representing Florida's Finest**

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See Pages  
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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
Miami Division**

EARL SAMPSON; TOREE M. DANIELS; BRANDON SPIVEY; ANTHONY LOWERY; FLOYD HALL, JR.; ROSS PICART; RODERICK DEWAYNE SMITH; KENNETH CRANE; YVENSONNE MONTALE; OMAR DEAN; and ALI AMIN SALEH;

Plaintiffs,

CASE NO.:

v.

THE CITY OF MIAMI GARDENS; OLIVER G. GILBERT, III; SHIRLEY GIBSON; DR. DANNY O. CREW; MATTHEW BOYD; PAUL MILLER; ANTHONY CHAPMAN; TIMOTHY ADAMS; CARLOS AUSTIN; WILLIAM BAMFORD; TERRANCE BARMORE; ALEX BARNEY; ALVIN BERNARD; JESSIE BROWN; DELROY BURGESS; EDWARD CASTELLI; RANDY CARPENTER; RYAN CLIFTON; CARLTON COLEMAN; TOM DAMIANI; WILLIAM DUNASKE; PETER BHRlich; JEFFREY ENGERS; SHAWN EUBANKS; RAUL FERNANDEZ; ERIK GLEASON; ANDREW GREGOIRE; BRIAN GREGORY; JAMES HARRIS; DIANA HEDRICK; JEFFREY HOHENDORF; ANITA HOPSON; MICHAEL HORN; BUDDY HUNHOLZ; MIGUEL IRIZARRY; WANDA JACKSON; NICHOLAS JACOBS; RICHARD JESSUP; SHIRLEY JONES-GRAY; NELLY JOSEPH; ALEX JUDON; HEATHER KIDDER; STEPHEN KOLACKOVSKY; DEVIN LUCIUS; MICHAEL MALONE; CHRISTOPHER MARTINEZ; SHONADEE MCNEIL; JASON MOORE; ALEXANDER MORTON; JOSEPH NARGISO;

WIREN NORRIS; BARBARA PALMER; HENRY  
PAYOUTE; ONASSIS PERDOMO; SAUL PEREZ;  
HUBERT PIERRE; JEREMY PILONE; KEVIN  
PINKNEY; ARTHUR PRINCE; LAWRENCE  
RICHARDSON; JAVIER ROMAGUERA; EDWIN  
ROSADO; JOSE ROSADO; STACEY ROVINELLI;  
MICHAEL RUIZ; JEAN SAINT-LOUIS; JIMY  
SANCHEZ; MARTIN SANTIAGO; JOSEPH  
SCHAEFFER; ANGEL SEARY; ALBERTO SEDA;  
CHRISTOPHER SHUMAN; TALIBAH SIMMONS;  
JONATHAN STARK; KEVIN TAMAYO; EDDO  
TRIMINO; JAINA UCANAN; CARLOS VELEZ;  
VICTOR VELEZ; SCOTT WHITE; WILLIAM  
WAGENMANN; EDWARD WAGNER; MICHAEL  
WAGONER; EUGENE WILLIAMS; RUFUS  
WILLIAMS; MICHAEL WRIGHT; JOSEPH ZELLNER;  
and UNKNOWN JOHN DOE OFFICERS;

Defendants.

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**COMPLAINT FOR DAMAGES**

Plaintiffs, EARL SAMPSON, TOREE M. DANIELS, BRANDON SPIVEY, ANTHONY LOWERY, FLOYD HALL, JR., ROSS PICART, RODERICK DEWAYNE SMITH, KENNETH CRANE, YVENSONNE MONTALE, OMAR DEAN, and ALI AMIN SALEH, by and through undersigned counsels, sue the above-named Defendants and allege, upon facts, information, and belief, the following:

**JURISDICTION AND VENUE**

1. This action is brought under 42 U.S.C. §§ 1983, 1985, and 1986, and 1988. Jurisdiction is founded upon 28 U.S.C. § 1331 and 28 U.S.C. §§ 1343 (a)(3) and (4), as this action seeks redress for the violation of Plaintiffs' Constitutional and Civil Rights.

2. Pendent and supplemental jurisdiction is invoked pursuant to 28 U.S.C. § 1367(a) for this Court to decide claims that may arise under state law.

3. Venue is properly brought in the Southern District of Florida under 28 U.S.C. § 1391(b) and (c) because it is the district in which all of the events or omissions establishing the Plaintiffs' claims occurred.

4. Plaintiffs' claim for declaratory and injunctive relief is authorized by 28 U.S.C. §§ 2201 and 2202 and Federal Rule of Civil Procedure 57.

5. This Court has authority to award costs and attorneys' fees under 42 U.S.C. § 1988 and 28 U.S.C. § 1920.

6. Plaintiffs filed a Notice of Claim with the Defendant, City of Miami Gardens, under the Tort Claims Act of Florida. Over six months have elapsed since filing the Notice of Claim, which has not been compromised or settled by Defendants. *A copy of said Notice is attached hereto and marked as Exhibit "A".*

**PARTIES**

7. Plaintiff, EARL SAMPSON ("Mr. SAMPSON"), is a black male who, at all times material hereto, was a resident of Miami Gardens, Florida.

8. Plaintiff, TOREE M. DANIELS ("Ms. DANIELS"), is a black female who, at all times material hereto, was a resident of Miami Gardens, Florida.

9. Plaintiff, OMAR DEAN ("Mr. DEAN"), is a black male who, at all times material hereto, was a resident of Miami Gardens, Florida.

10. Plaintiff, FLOYD HALL JR. ("Mr. HALL, JR."), is a black male who, at all times material hereto, was a resident of Miami Gardens, Florida.

11. Plaintiff, ROSS PICART ("Mr. PICART"), is a black Hispanic male who, at all times material hereto, was a resident of Hallandale, Florida, and worked in Miami Gardens, Florida.

12. Plaintiff, RODERICK DEWAYNE SMITH ("Mr. SMITH"), is a black male who, at all times material hereto, was a resident of Miami Gardens, Florida.

13. Plaintiff, ANTHONY LOWERY ("Mr. LOWERY"), is a black male who, at all times material hereto, was a resident of Miami Gardens, Florida.

14. Plaintiff, KENNETH CRANE ("Mr. CRANE"), is a black male who, at all times material hereto, was a resident of Miami Gardens, Florida.

15. Plaintiff, BRANDON SPIVEY ("Mr. SPIVEY"), is a black male who, at all times material hereto, was a resident of Miami Gardens, Florida.

16. Plaintiff, YVENSONNE MONTALE ("Mr. MONTALE"), is a black male who, at all times material hereto, was a resident of Miami Gardens, Florida.

17. Plaintiff, ALI AMIN SALEH ("Mr. SALEH"), is a Hispanic/Middle Eastern male who, at all times material hereto, was a resident of Pembroke Pines, Florida and owner of the Quick Stop Convenience Store located at 3185 NW 207th Street, Miami, Florida 33056 ("QUICKSTOP").

18. Defendant, CITY OF MIAMI GARDENS ("CITY"), is a municipality duly incorporated and existing under the laws of the State of Florida. The CITY established and maintains the Miami Gardens Police Department ("MGPD"), as a constituent department or agency. The CITY is responsible, through its officers, employees, servants, and agents, for enforcing the regulations of the CITY and for ensuring that its officers, employees, servants, and agents obey the laws of the State of Florida and the United States.

19. Defendant, MAYOR OLIVER G. GILBERT, III ("MAYOR GILBERT"), is or was, at all times material hereto, the current Mayor since 2012 and a final policymaker of the CITY. He is sued in his individual and official capacities.

20. Defendant, FORMER MAYOR SHIRLEY GIBSON ("FORMER MAYOR GIBSON"), was, at all times material hereto, Mayor of the CITY from 2003 through 2012, and a final policymaker prior to MAYOR GILBERT taking office in 2012. She is sued in her official and individual capacities.

21. Defendant, CITY MANAGER DR. DANNY O. CREW ("CITY MANAGER CREW"), is or was, at all times material hereto, the City Manager, Chief Administrator, and a final policymaker of the CITY. He is sued in his individual capacity.

22. Defendant, CHIEF MATHEW BOYD (Badge No. 100-001) ("CHIEF BOYD"), was, at all times material hereto, the Chief of Police and a final policymaker for the CITY with supervisory authority over all officers and operations of MGPD, including responsibility for training, recruiting, and managing all MGPD officers. He is sued in his official and individual capacities.

23. Defendant, DEPUTY CHIEF PAUL MILLER (Badge No. 100-004) ("DEPUTY CHIEF MILLER"), was, at all times material hereto, the Deputy Chief of Police. DEPUTY CHIEF MILLER directly oversees the day-to-day operations of MGPD's three divisions and serves as acting chief during the absence of CHIEF BOYD. He is sued in his individual capacity.

24. Defendant, MAJOR ANTHONY CHAPMAN (Badge No. 100-014) ("MAJOR CHAPMAN"), was, at all times material hereto, Major of Criminal Investigations and part of MGPD command staff. He is sued in his individual capacity.

25. Defendant, CAPTAIN GARY SMITH (Badge No. 100-048) ("CAPTAIN SMITH"), is or was, at all times material hereto, a Captain with MGPD. At all times material hereto CAPTAIN SMITH is or was assigned to the internal affairs unit and was an employee of the MGPD. He is sued in his individual capacity.

26. Defendant, SERGEANT TIMOTHY ADAMS (Badge No. 100-049) ("ADAMS"), is or was, at all times material hereto, a Sergeant and/or a police officer with MGPD. He is sued in his individual capacity.

27. Defendant, CARLOS AUSTIN (Badge No. 100-296) ("AUSTIN"), is or was, at all times material hereto, a police officer with MGPD. He is sued in his individual capacity.

28. Defendant, SERGEANT, WILLIAM BAMFORD (Badge No. 100-035) ("BAMFORD") is or was, at all times material hereto, a Sergeant and/or a police officer with MGPD. He is sued in his individual capacity.

29. Defendant, TERRANCE BARMORE (Badge No. 100-196) ("BARMORE"), is or was, at all times material hereto, a police officer with MGPD. He is sued in his individual capacity.

30. Defendant, ALEX BARNEY (Badge No. 100-307) ("BARNEY"), is or was, at all times material hereto, a police officer with MGPD. He is sued in his individual capacity.

31. Defendant, ALVIN BERNARD (Badge No. 100-327) ("BERNARD"), is or was, at all times material hereto, a police officer with MGPD. He is sued in his individual capacity.

32. Defendant, JESSIE BROWN (Badge No. 100-274) ("BROWN"), is or was, at all times material hereto, a police officer with MGPD. He is sued in his individual capacity.

33. Defendant, DELROY BURGESS (Badge No. 100-155) ("BURGESS"), is or was, at all times material hereto, a police officer with MGPD. He is sued in his individual capacity.

34. Defendant, EDWARD CASTELLI (Badge No. 100-325) ("CASTELLI"), is or was, at all times material hereto, a police officer with MGPD. He is sued in his individual capacity.

35. Defendant, RANDY CARPENTER (Badge No. 100-151) ("CARPENTER"), is or was, at all times material hereto, a police officer with MGPD. He is sued in his individual capacity.

36. Defendant, RYAN CLIFTON (Badge No. 100-276) ("CLIFTON"), is or was, at all times material hereto, a police officer with MGPD. He is sued in his individual capacity.

37. Defendant, CARLTON COLEMAN (Badge No. 100-142) ("COLEMAN"), is or was, at all times material hereto, a police officer with MGPD. He is sued in his individual capacity.

38. Defendant, SERGEANT TOM DAMIANI (Badge No. 100-046) ("DAMIANI"), is or was, at all times material hereto, a sergeant and/or an officer with MGPD. He is sued in his individual capacity.

39. Defendant, SERGEANT WILLIAM DUNASKE (Badge No. 100-311) ("SERGEANT DUNASKE"), was, at all times material hereto, a sergeant and/or an officer with MGPD. He is sued in his individual capacity.

40. Defendant, PETER EHRLICH (Badge No. 100-278) ("EHRLICH"), is or was, at all times material hereto, a police officer with MGPD. He is sued in his individual capacity.

41. Defendant, JEFFREY ENGERS (Badge No. 100-181) ("ENGERS"), is or was, at all times material hereto, a police officer with MGPD. He is sued in his individual capacity.

42. Defendant, SHAWN EUBANKS (Badge No. 100-247) ("EUBANKS"), is or was, at all times material hereto, a police officer with MGPD. He is sued in his individual capacity.

43. Defendant, RAUL FERNANDEZ (Badge No. 100-224) ("FERNANDEZ"), is or was, at all times material hereto, a police officer with MGPD. He is sued in his individual capacity.

44. Defendant, ERIK GLEASON (Badge No. 100-221) ("GLEASON"), is or was, at all times material hereto, a police officer with MGPD. He is sued in his individual capacity.



by the CITY, MAYOR GILBERT, FORMER MAYOR GIBSON, CITY MANAGER CREW, and CHIEF BOYD.

111. The CITY, MAYOR GILBERT, FORMER MAYOR GIBSON, CITY MANAGER CREW, and CHIEF BOYD have acted, and continue to act, with deliberate indifference to the constitutional rights of those who come into contact with MGPD officers by: (a) failing to properly screen, train, and supervise MGPD officers; (b) inadequately monitoring MGPD officers during and after stop-and-frisks, searches, seizures, and arrests; (c) failing to sufficiently discipline MGPD officers who engaged in constitutional abuses, and (d) encouraging, sanctioning, and failing to rectify MGPD's unconstitutional practices.

112. The constitutional abuses are a result of either unconstitutional policies, or policies that, while constitutional on their face, are implemented in such a way that violate constitutionally protected rights. Additionally, all constitutional abuses have occurred under the color of authority by MGPD officers.

#### **The Policies**

##### *(a) Quotas Policy*

113. MGPD final policymakers have created, implemented, and are continuing to enforce an illegal system of quotas ("Quota Policy") requiring officers to issue a specific amount of citations, field contact reports, and arrests per month. The CITY is aware of and has tacitly approved the Quota Policy.

114. The Quota Policy evaluates officers' productivity exclusively on the quantity of arrests, citations, and field contact reports submitted, instead of officers' adherence to constitutional practices, involvement in the community, etc.. Officers are rewarded with

incentives, benefits, raises, and/or promotions if these arbitrary quotas are met or exceeded. Contrastingly, officers who do not meet the monthly quotas are not only reprimanded but are routinely disciplined and demoted.

115. From 2008 through 2013, the unconstitutional Quota Policy became CITY policy, practice, and/or custom. The Quota Policy was enacted by CHIEF BOYD who is a CITY final policymaker for law enforcement purposes. Further, the CITY was put on notice of the Quota Policy by concerned officers, and failed to rectify the issue.

116. The Quota Policy has directly and proximately led MGPD officers to engage in a pattern and practice of police misconduct resulting in countless race-based and/or national origin-based stops. During the course of these stops, MGPD officers have committed thousands of unconstitutional searches, seizures, and false arrests, causing Plaintiffs to suffer continuous injuries.

117. The pressure to perform under the Quota Policy is so pervasive, that many times MGPD officers fabricate field contact reports with CITY residents who were actually incarcerated or at another location being stopped by other officers at the time the officers allegedly made contact.

*(b) Zero Tolerance Zone Policy*

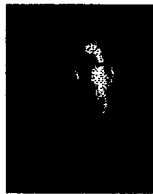
118. In addition to the Quota Policy, MGPD has enacted a "Zero Tolerance Zone" Policy which, although constitutional on its face, has been, and continues to be, applied in such a way that violates the constitutional rights of CITY residents, including named Plaintiffs.

119. The alleged purpose of the policy is to reduce the number of individuals who are seen trespassing and loitering on private property without legitimate business. The policy asks

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December 17, 2013

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## LA police win \$6M settlement over ticket quotas

The \$5.9-million settlement approved Tuesday resolves two lawsuits filed in 2010 by 11 LAPD officers assigned to a motorcycle unit

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By Joel Rubin and Catherine Saillant  
Los Angeles Times

LOS ANGELES — The Los Angeles City Council on Tuesday agreed to pay nearly \$6 million to a group of police officers who accused their superiors of imposing a secret traffic ticket quota system on the Westside.

The settlement, approved unanimously, brings to more than \$10 million the amount of taxpayer money spent on payouts and legal fees from the ticket quota cases. But that number could grow because one more officer's case is still pending.

The ticket controversy has been a black eye for the Los Angeles Police Department. Ticket quotas are against state law. After the officers' allegations were made public, LAPD officials met with police union representatives and signed a letter emphasizing that the department prohibits quotas.

Dennis Zine, a former City Council member and career LAPD motorcycle officer, said the settlement calls into question LAPD's traffic division management. Zine is also incensed that Capt. Nancy Lauer, who ran the LAPD's West Traffic Division at the time of the allegations, has been promoted.

"This whole thing clearly shows me that management did not do what they needed to do, and taxpayers are footing the bill for that," said Zine, who lost a bid for city controller in this year's municipal elections.

Matthew McNicholas, one of the officers' attorneys, called the action "a very fair" resolution. "These guys had targets put on their backs and nothing happens to this captain. In fact, she's since been promoted. The message that sends from the department is, 'We do what we want, how we want.'"

The \$5.9-million settlement approved Tuesday resolves two lawsuits filed in 2010 by 11 LAPD officers assigned to a motorcycle unit. In the lawsuits, the officers detailed what they said were strict demands for tickets placed on them by Lauer.

The lawsuits alleged that Lauer, who ran the division starting in 2006, required officers to write at least 18 traffic tickets each shift and demanded that 80% of the citations be for major violations.

Officers who failed to meet the minimums or raised concerns about them were reprimanded, denied overtime assignments, given undesirable work schedules and subjected to other forms of harassment, according to the lawsuits. In a few instances, Lauer attempted to kick officers out of the motorcycle unit, the lawsuits said.

In a statement, Chief Charlie Beck defended the division's practices. Management set "goals" to reduce traffic violations that resulted in serious injury and death, Beck said, but the jury in a separate 2009 case interpreted that as quotas, he said.

"We do not agree with the original jury's findings," he said. "Unfortunately the large jury award in the earlier court case made settling this case the most prudent business decision."

Lauer, who currently runs one of the department's patrol divisions, said she instructed officers to ticket illegal driving but did not set quotas.

The focus at West Traffic Division "was always on reducing traffic collisions and saving lives," Lauer said. "We saw too many innocent people die at the hands of speeding and other dangerous drivers."

The payment is the latest fallout from Lauer's time at the helm of the traffic division, which patrols for traffic violations throughout the city's Westside.

In 2009, two other motorcycle officers, Howard Chan and David Benioff, made similar allegations against Lauer and members of her command staff in a separate lawsuit.

In testimony, Lauer denied she had enforced a quota, saying there was "apparently some confusion" among officers, records show. If a certain number of tickets had been mentioned, it would have been used as "a goal" for officers instead of a quota, she said.

Similarly, lawyers for the city tried to persuade jurors that the department had simply established broad goals rather than specific quotas, and that supervisors were trying to reduce traffic injuries and fatalities.

The officers testified that they were ordered to scrap regular patrol assignments and sent instead to specific streets where they were more likely to catch motorists committing moving violations. Though not illegal, being sent to those so-called orchards or cherry patches, they said, reinforced the belief that hitting ticket targets trumped other aspects of the job.

The jury sided with the officers, awarding them \$2 million. The verdict was a particularly sharp rebuke because lawyers for then-City Atty. Carman Trutanich had rejected an earlier offer to settle the case for \$500,000, according to officials from the union that represents rank-and-file officers.

In August 2011 — after the current group of 11 officers, along with another officer who filed his own lawsuit — followed with their allegations of retaliation, Trutanich outsourced the legal work in the cases to a private law firm, Albright, Yee & Schmit.

The firm billed the city nearly \$2.4 million for its work on the cases, according to figures provided by the city attorney's office.

The officers appeared to have a strong case. A lieutenant who monitored workplace issues for the department testified in a deposition that after looking into the officers' allegations, he concluded that Lauer had, in fact, imposed a ticket quota, court records show.

When Trutanich was unseated as city attorney by Mike Feuer this year, Feuer changed course, instructing his assistants to try to settle with the officers, according to city records and interviews.

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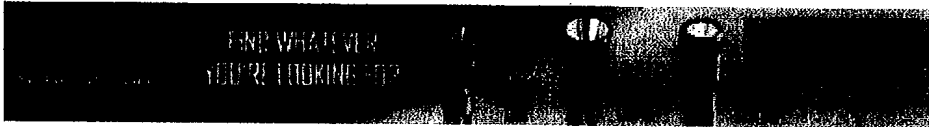
The settlement is the latest in a long string of seven-figure payments the city has made to resolve police officers' reports of retaliation, discrimination and other workplace misconduct. In the last several years more than a dozen other officers have won million-dollar-plus jury verdicts or settlements from the city.

An earlier Times review of city records from 2005 to 2010 found police officers filed more than 250 lawsuits against the department over workplace issues. The city paid more than \$18 million in about 45 of those cases and had appealed other verdicts worth several million dollars more, the records showed.

As the losses continued to pile up, the department came under increasing scrutiny for its apparent inability to identify workplace problems and resolve them before they blew up into legal action. With the Police Commission, which oversees the department, demanding improvements, LAPD officials have made changes and have said that the number of lawsuits brought by officers has dropped. Commission members, however, have said it is too early to conclude that the problem is under control.

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Posted by **ghostvet** on Thursday, December 19, 2013 06:02 AM Pacific

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WOW! LAPD has a GREAT retirement program!

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February 13, 2014

**VIA EMAIL AND U.S. MAIL**

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

**Re: Articles at Impasse**

Dear Senator Hays and Representative Van Zant:

This firm represents the Teamsters Local 2011 ("Teamsters") for the purpose of collective bargaining negotiations with the State of Florida ("State"). This letter is submitted in response to your letter of February 10, 2014 requesting certain documentation.

The Parties are currently subject to a collective bargaining agreement ("CBA") that is effective through June 30, 2015. However, the language of Article 34(1)(B) allows both the State and the Teamsters to reopen any three (3) articles (for a maximum of six (6) articles total) for negotiations for Fiscal Year 2014-2015.

The Teamsters chose to reopen for negotiations Article 13 "Safety," Article 23 "Hours of Work and Overtime," and Article 25 "Wages." The State chose to reopen Article 5 "Union Activities and Employee Representation," Article 6 "Grievance Procedure," and Article 7 "Discipline and Discharge."

Accordingly, pursuant to your letter referenced above, enclosed please find the most recent Teamsters' proposals on Articles 13, 23, and 25. The Teamsters are presently working on counterproposals to the State's proposals on Articles 5, 6, and 7; thus; no proposals on those articles are included. Also please find a summary overview of the proposals and a summary overview of the rationale behind the proposals.

The Teamsters continue to discuss proposals on articles at issue with the State in an attempt to resolve all outstanding issues, and reserve the right to amend any existing proposal enclosed herewith.

Sincerely,



Holly E. Van Horsten, Esq.

Enclosures

Article	Summary of Most Recent Union Proposal	Rationale
Article 13 – Safety	<p>1. The State will abide by applicable statute and regulations with regard to state-owned vehicles.</p> <p>2. No employee shall be required to purchase food from the canteen in conjunction with the implementation and use of clear lunch boxes in the DOC.</p> <p>3. 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.</p> <p>4. The agencies shall maintain proper staffing levels, including but not limited to maintaining critical levels. The agencies shall not engage in ghosting.</p> <p>5. Remove language in regard to a waiver of the right to grievance and arbitration – a permissive subject of bargaining.</p>	<p>1. The <u>majority</u> of DOC vehicles are not in acceptable condition according to the DMS criteria. The <u>average</u> vehicle has over 151,000 miles on it &amp; 77% of the vehicles are eligible for disposal based on DMS criteria.</p> <ul style="list-style-type: none"> <li>• Officer received carbon monoxide poisoning from sitting in a vehicle with over 200,000 miles on it</li> <li>• Vehicles, transporting prisoners, break-down on the side of the road</li> </ul> <p>Functional and properly maintained vehicles are necessary to ensure officer safety.</p> <p>2. The use of clear lunch boxes for safety reasons is acceptable, but officers must not be prohibited from bringing food from home (many officers cannot afford to purchase food from the canteen).</p> <p>3. Proper staffing levels ensure the safety of the public, the officers, and the prisoners.</p> <p>4. The officers put their lives at risk for the safety of the community. Thus, they should be provided with safety equipment that meets manufacturer standards.</p> <p>5. A permissive subject of bargaining cannot be insisted to impasse. The State must remove the waiver from its proposal or obtain agreement from the Union on including the waiver, before the legislature decides which proposal will be operative for at least the next fiscal year.</p>
Article 23 – Hours of Work and Overtime	<p>1. Fair distribution of overtime with rotating overtime lists.</p> <p>2. Maximum of 16 hours in a workday. An employee who is regularly scheduled to work a 12 hour shift shall not be required by the State to work more than 16 continuous hours in a day. Upon working an</p>	<p>1. The creation of a rotating list for overtime promotes ease of administration in selecting who will work overtime, transparency, and fairness in selection.</p> <p>2. The DOC’s switch to 12 hour shifts, in combination with understaffing at the institutions, has resulted in some officers being directed to work beyond the 16 hour-a-</p>

<p>extended workday, the employee shall be given a minimum of 8 hours between shifts before returning for his next shift.</p> <p>3. Shift changes that are not entirely at the discretion of the agency.</p> <p>4. Remove language in regard to a waiver of the right to grievance and arbitration – a permissive subject of bargaining.</p> <p>5. No abuse of Extended Workday –</p> <ul style="list-style-type: none"> <li>• The start time of the swing shift cannot be changed absent compliance with the extended workday procedure;</li> <li>• Proper rotation of employees on the extended workday list</li> </ul> <p>6. Holiday Pay:</p> <p>a) Beginning with the new fiscal year, employees will be paid for working the holidays in the amount equal to what they would have received in special compensatory leave time;</p> <p>b) Special Compensatory Leave Earned Prior to July 1, 2014 – An employee:</p> <ul style="list-style-type: none"> <li>• will not be required to reduce his special compensatory leave balance below 240 hours;</li> <li>• will not be required to use special compensatory leave in lieu of annual leave.</li> <li>• Status quo: upon separation, an employee will be paid for accrued hours of special compensatory leave at his rate of pay immediately prior to separation.</li> </ul>	<p>day maximum articulated by DOC procedure. In a job where alertness is of paramount importance and inmates must be adequately supervised, officer health and safety is compromised after too many consecutive hours of work.</p> <p>3. Although the DOC implemented a 28 day work cycle with 12 hour shifts, it kept a number of 8 hour shifts because certain officers could not switch to a 12 hour shift without facing issues with child care or other family-related hardships. However, the DOC has virtually unfettered discretion to switch an officer from an 8 hour shift to a 12 hour shift. This creates the very same hardship that the DOC was attempting to prevent.</p> <p>4. A permissive subject of bargaining cannot be insisted to impasse. The State must remove the waiver from its proposal or obtain agreement from the Union on including the waiver before the legislature decides which proposal will be operative for at least the next fiscal year.</p> <p>5. When an officer works a swing shift, unless the agency complies with the extended workday policy, the agency should not simply be able to change the start time and end time of an officer's swing shift as doing so creates an undue hardship on the employee.</p> <p>6. In 2012, the State endeavored to reduce its outstanding liability for accrued special compensatory leave time earned for working a holiday. Since then, in a fraction of the time it took for officers to accumulate the earned time, the State has reduced the DOC (the workgroup with the largest accumulated balances of time) banks of accrued time by 60%. Also, since officers can no longer accrue time, the State is not facing the prospect of similar liability in the future. However, it is not fair to the officer to require him/her to forfeit the time he earned</p>
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		<p>by working on a holiday simply because the DOC cannot schedule the time due to staffing issues, and no fault of the officer. A payout prevents the time from accruing, eliminates forfeiture as well as the administrative burden of scheduling the time. Also, if officers are required to use their special compensatory leave time prior to their annual leave, some officers will never have the ability to use even one hour of annual leave.</p>
<p>Article 25 – Wages</p>	<ol style="list-style-type: none"> <li>1. Pay Parity</li> <li>2. A fair and equitable wage increase.</li> <li>3. Language indicating that the corrections officers will get the same increase to their base rate of pay that all the other state law enforcement officers received pursuant to the FY 2013-2014 GAA.</li> </ol>	<ol style="list-style-type: none"> <li>1. Under § 944.023(4)(g), Florida Statutes, correctional officer compensation must be comparable to that of other law enforcement officers in the State. <b>Please see “Attachment A” to this document, “Information on Lack of Pay Parity and Attrition” for further information.</b></li> </ol>

## **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) No bargaining unit employee shall be required to purchase food from the canteen in conjunction with the implementation and use of clear lunch boxes.

(E) 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.

(F) The agencies shall maintain proper staffing levels, including but not limited to maintaining critical levels. The agencies shall not engage in ghosting.

### **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 under 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, 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 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. in accordance with Rules of the Department of Corrections, Chapter 33-302.104, Florida Administrative Code, as amended February 13, 2012.

~~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 23

### HOURS OF WORK/OVERTIME

#### SECTION 1 – Hours of Work and Overtime

(A) The normal workweek for each full-time employee shall be 40 hours unless the employee is on an agency-established extended work period. Except for emergency circumstances, the normal work day is eight hours or twelve hours; the normal workday for Department of Corrections' employees assigned to public or Department of Transportation work squads is ten hours. The parties agree that the issue of the hours in a normal work day may be a subject of negotiation at any time during the term of this agreement.

(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 recognized 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 approve an employee's specific request for time off. Failure to approve such requests shall not be grievable under the provisions of Article 6 of this Agreement.

(E) The state agrees that overtime assignments will be fairly and evenly distributed amongst those employees desiring overtime, and that the assignment of overtime is not to be made on the basis of favoritism.

(1) Where practical, overtime will be offered and/or assigned using seniority by classification using a rotation list established at each major institution at the beginning of the fiscal year, and updated as necessary to account for changes in the workforce.

(2) Employees who sign up for the overtime and decline it will be returned to the bottom of the rotation list unless such turndown is based on legitimate illness or emergency.

(3) If there are not enough volunteers on the overtime list and/or no employee at the major institution accepts the overtime, overtime may be forced by proceeding in reverse-order on the overtime list.

(4) In any case where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the grievance procedure under Article 6 herein, to Step 3 of the procedure.

(F) The Union 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.

(G) A bargaining unit employee who is regularly scheduled to work 12 hour shifts shall not be required by the state to work more than 16 continuous hours in a workday and/or extended workday. Upon working an extended workday, the bargaining unit employee shall be given a minimum of eight hours between shifts before returning for his next shift (whether scheduled or unscheduled).

## **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 workweek schedule; however, the state will make a good faith effort to reflect a one month schedule. In the event an employee's shift, workdays or hours are changed while the employee is on approved leave, the agency will make a good faith effort to 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 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) For shifts, and shift changes the following shall apply:

~~(1) In the Department of Children and Families where practical, shifts, shift changes, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. The state and the Union 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.~~

~~(2) For the Department of Corrections, Where practical, shifts, shift changes, and regular days off shall be scheduled primarily to meet the needs of the agency, with due regard for employee seniority, work history, and preference. Management is responsible for the assignment to and from administrative shift positions. The state and Union understand that there may be times when the needs of the agency will not permit such~~

scheduling as outlined in subsection (a) below. Shift scheduling will be managed as follows: ~~The Department of Corrections, whenever practical, will try to offset an officer's additional work hours in conjunction with his regular days off.~~

(a) There will be no shift rotation or shift change unless the employee requests a shift and/or regular days off change or requests a reassignment provided the employee has at least two or more years of continuous work experience with no break in service in his current class with the applicable Department.

(b) Management is responsible for all assignments to the administrative shift; however, management will consider seniority when make such assignments as one factor.

(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 at least 60 days 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 holidays. For the Department of Corrections, annual leave requests and approvals for correctional officers shall be in accordance with procedure 602.030.

(E) Correctional probation officers (excluding community control officers) who carry a regular caseload may be required to work a maximum of 16 hours per month outside the normal 8 a.m. to 5 p.m., Monday through Friday schedule. The 16 hours may be broken down into no less than two-hour or more than eight-hour segments. Officers may schedule their field time in the morning, evening, Saturday or Sunday, or in any combination thereof. Officers may also volunteer to schedule more than 16 hours of field work in a month. Officers must receive prior approval from their supervisor before implementing their work schedule.

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

(F) Absent compliance with Department of Corrections Procedure Number 208.007 "Extended Workdays for Correctional Officers," and the provisions of this Section, the

Department shall not change a bargaining unit employee's shift start time or end time if the employee is assigned to a swing shift.

(G) A bargaining unit employee is considered to have fulfilled his extended workday requirement, and shall be rotated to the bottom of the extended workday roster, if the employee is directed by the shift supervisor to work past the end of his scheduled shift and he stays on duty for eight minutes or more.

### **SECTION 3 – Rest Periods**

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

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

### **SECTION 4 – Court Appearances**

If a correctional officer or institutional security specialist is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the correctional officer or institutional security specialist shall be granted a minimum of two hours pay at his straight-time hourly rate. In all other respects, such appearances shall be governed by the provisions of Rule 60L-34, Florida Administrative Code.

### **SECTION 5 – Non-Required Work Time**

Employees shall not be required to volunteer time to the state.

### **SECTION 6 – ~~Special Compensatory Leave~~ Holiday Pay**

(A) Beginning July 1, 2014, employees will be paid at two times their hourly rate of pay for each hour of work performed on a holiday as defined in section 110.117, Florida Statutes. All other bargaining unit employees, those who do not perform work on a holiday as defined in section 110.117, Florida Statutes, will have a day off with pay.

~~(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 July 1, 2014

(1) An employee may be required to reduce special compensatory leave balances, but will not be required to reduce his special compensatory leave balance below 240 hours.

(2) An employee will not be required to use special compensatory leave in lieu of annual leave.

(3) Upon separation from employment, an Employee will be paid for each hour of special compensatory leave at his rate of pay immediately prior to separation. An employee will be paid for each hour of special compensatory leave for all hours earned, including but not limited to those hours above 240 hours.

~~(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. Where an employee is required to reduce special compensatory time, the employee shall be provided seven days' notice of such leave. Such required leave shall be scheduled at a minimum of eight hour increments if such hours are available.~~

(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.~~

~~(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.~~

### **SECTION 7 – Compulsory Disability Leave**

An agency may require an employee to use earned leave credits to cover the period between the agency's determination that the employee may be unable to perform assigned duties and the results of an agency-ordered medical examination. The medical examination shall be in accordance with the provisions of Rule 60L-34, Florida Administrative Code. If the medical examination confirms that the employee is able to perform assigned duties, any earned leave required to be used by the employee prior to the results of the medical examination shall be restored. If the employee is placed in non-pay status due to a lack of earned leave credits, the employee may be paid as if he had worked; however, requests for such payment shall be considered by the agency on a case-by-case basis.

## Article 25 WAGES

### SECTION 1 – General Pay Provisions

~~(A) Pay shall be in accordance with the Fiscal Year 2013-2014 General Appropriations Act.~~

~~(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2013-2014 General Appropriations Act.~~

The state shall comply with the terms of Florida Statute § 944.023, including but not limited to § 944.023(4)(g).

### SECTION 2 – General Wage Increase for Fiscal Year ~~2013-14~~ 2014-15

(A) Effective ~~October~~ July 1, 2014, full-time eligible all bargaining unit employees with a base rate of pay of \$40,000 or less on September 30, 2013, shall receive an annual competitive pay adjustment of \$1,400. of 3.0 percent on each employee's June 30, 2014 base rate of pay.

(B) 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.

(C) 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.

The parties acknowledge that the definition of the term “law enforcement employee,” in the Appropriations Act for the 2013-14 fiscal year, was inconsistent with the definition in Florida Statute. Correctional officers and correctional probation officers are law enforcement officers

pursuant to state statute, and should have received the wage increase provided in Section 8(2)(a)(2) of the Appropriations Act for the 2013-14 fiscal year. Accordingly, on July 1, 2014, each bargaining unit member:

(A) with less than 5 total combined years of state service in any 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, 2014 base rate of pay.

(B) 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, 2014, base rate of pay.

#### **SECTION 4 – 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 5 – Deployment to a Facility or Area Closed due to Emergency**

~~In accordance with the authority provided in the Fiscal Year 2013-14 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, e~~ 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 6 – 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 7 – 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 8 – 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.

## 2014: *Justice for FDOC Corrections Officers*

### Florida Department of Corrections Officers: Working Harder. Earning Less.

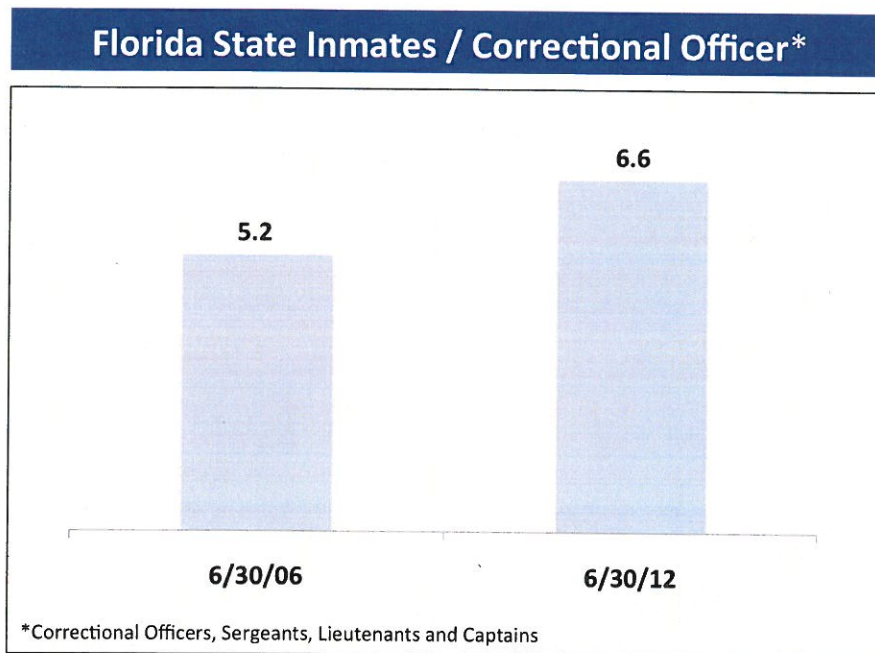
The 2014 Legislative Session presents an opportunity to address a long-standing injustice within Florida's Criminal Justice system: Florida Department of Corrections (FDOC) employees have been working harder for less pay. The earnings of FDOC employees have stagnated, while those of their peers working in other correctional and/or law enforcement capacities have not, contributing to a growing earnings gap between the two groups, as well as to higher rates of turnover that put progress made in reducing recidivism and other areas at risk.

This year, with a 2014 projected state budget surplus, Governor Scott and the **Legislature are better positioned than ever to achieve wage parity for state-employed Correctional Officers, as required by Statute** (Title XLVII, § 944.023) <sup>1</sup> and restore staffing to levels that better ensure public and employee safety.

#### **Working Harder**

**Correctional Officer workload increased 28% between 2006 and 2012:** 11% fewer Correctional Officers handled an inmate population that was 14% larger.<sup>2</sup>

- In 2006, 17,046 Correctional Officers oversaw a state prison inmate population of 88,576 (5.2 inmates/Correctional Officer).
- By 2012, the inmate population swelled to 100,527, while Correctional Officer ranks fell to 15,152 (6.6 inmates for every Correctional Officer). Florida has the third largest prison population in the country.



Source: Florida Department of Corrections, Annual Reports for FY 2006 and FY 2011-2012

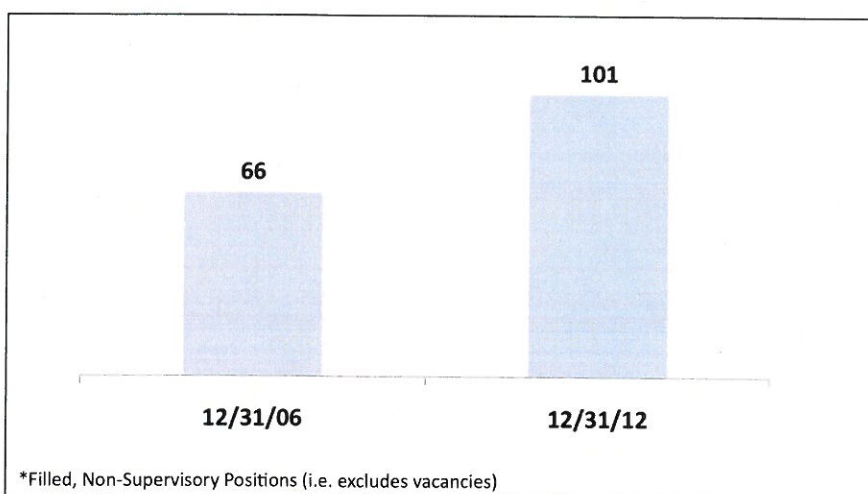
<sup>1</sup> § 944.023 (4)(g). Under Florida's *Comprehensive Correctional Master Plan*, corrections officer compensation should be comparable to that of other law enforcement officers in the state.

<sup>2</sup> The Florida Department of Corrections reported a total inmate population of 88,576 and total Correctional Officer employment of 17,046 (Correctional Officers, Sergeants, Lieutenants, and Captains) in its FY2006 Annual Report. For FY ending 6/30/12, it reported an inmate population of 100,527 and Correction Officer employment of 15,152.

**Correctional Probation Officer workload increased 54%:** 37% fewer Correctional Probation Officers oversaw a comparably sized community supervision population.<sup>3</sup>

- On December 31, 2006, the Florida Department of Corrections reported actual staffing of 2,312 non-supervisory Correctional Probation Officers and a total of 151,620 “Offenders under Community Supervision” (i.e. Probation), equating to 66 Offenders for every 1 Correctional Probation Officer.
- By December 31, 2012, the probation population had fallen 3% to 146,539, while the number of non-supervisory Correctional Probation Officers stood at 1,454 — 37% below the 2006 level, equating to 101 Offenders for every 1 Correctional Probation Officer.

### Florida Offenders Under State Community Supervision / Correctional Probation Officer\*



Source: Florida Department of Corrections, Monthly Status Report Community Supervision Population; <http://www.dc.state.fl.us/pub/spop>

**Even with increased workloads, FDOC employees contributed to achieving the Departmental goal of reduced recidivism – currently at 27.6%.** However, FDOC cannot continue in this direction, nor can it ensure public safety at current staffing levels. States that have had the greatest success in reducing recidivism, and therefore saving taxpayers money, have done so by expanding and improving their state probation system.

With workload increases of the scale seen in Florida, the state’s probation system is at risk. The issues are exacerbated by FDOC dropping accreditation requirements; significantly decreasing, and in some cases eliminating, the amount of personal contact between officers and offenders; allowing DOC to direct spending of substance abuse money from community corrections without the consent of the Legislature (meaning there is no assurance that the money will be used on community corrections as the Legislature directed).

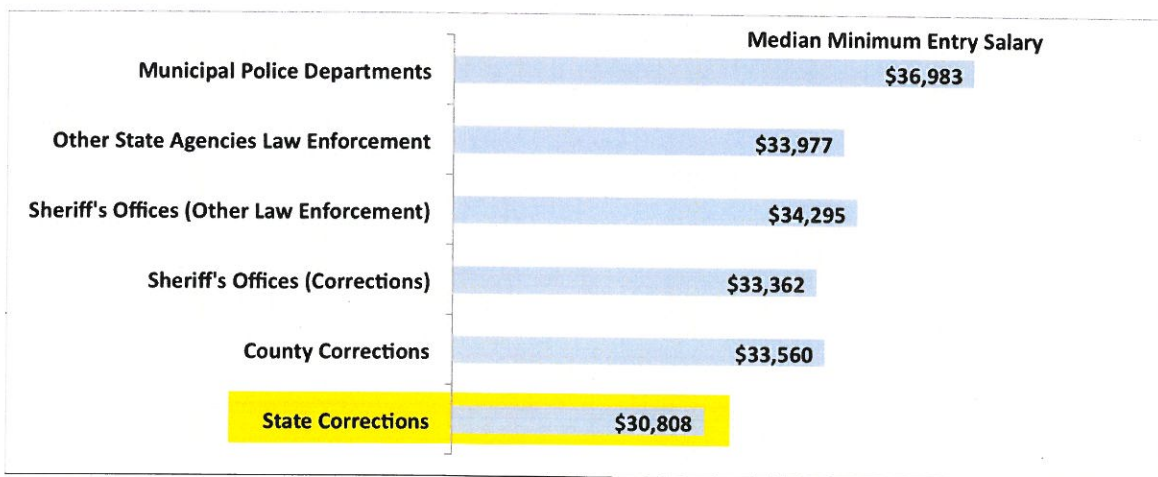
<sup>3</sup> Florida Department of Corrections. The staffing reflects filled positions. As of 12/31/06, there were 2,372 budgeted non-supervisory Correctional Probation Officer positions, of which only 2,312 were filled (i.e. 60 vacancies). Using “budgeted” staff, the caseload falls to 64 from 66 Offenders/CPO. Likewise, on 12/31/12, there were 1,522 budgeted positions but only 1,454 filled, raising the actual caseload to 101 Offenders/CPO (i.e. if all vacancies were filled, the caseload would be 96 Offenders/CPO — still 50% higher than at year-end 2006.



**Correctional Officers and Correctional Probation Officers pay has not kept pace – with either their peers or inflation.**

The 2012 FDOC minimum Correctional Officer minimum entry rate of \$30,808 was significantly below that of the median entry rate of Law Enforcement Officers working in other criminal justice capacities tracked in the annual *Florida Criminal Justice Agency Survey*:

## 2012 Minimum Entry Salary: FDOC vs. Other FL Law Enforcement



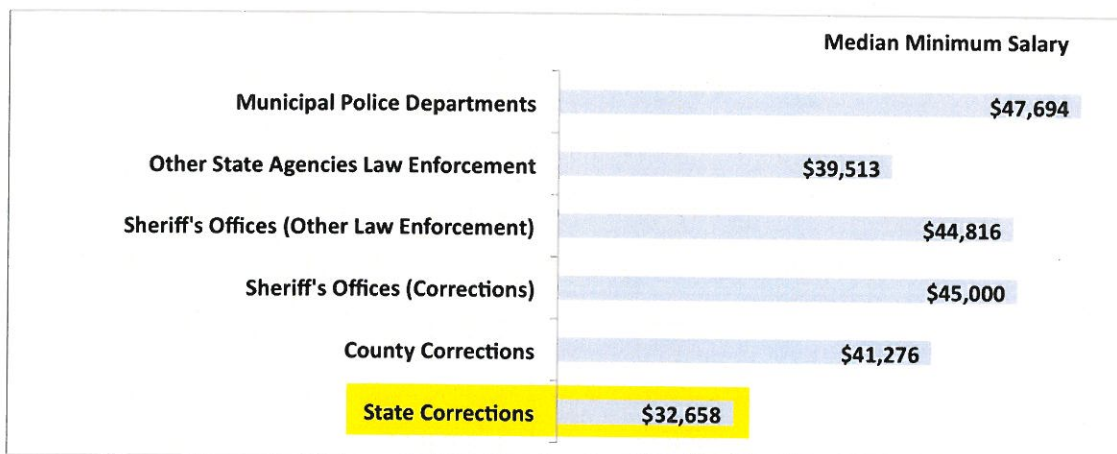
source: 2012 Florida Criminal Justice Agency Profile Survey Results. <http://www.fdle.state.fl.us/Content/getdoc/22d2a71a-a619-489d-bc14-d01570219>

FDOC Correctional Officers 2012 entry pay of \$30,808 ranged from 8% below that of their counterparts working in corrections in Sheriff's Offices to 17% below that of their peers working in Municipal Police Departments.

Furthermore, in 2012, **over half of Florida's 10,000 non-supervisory Correctional Officers were paid at or below the contractual minimum starting rate** of \$32,208 (5,324 Correctional Officers, of which 1,038 were new hires in CY2012; the other 4,165 were hired between 2006 and year-end 2011).

**FDOC's pay gap is not limited to entry-level officers.** Among supervisory positions, the disparity between the salaries of FDOC and their counterparts in other state agencies is even more dramatic:

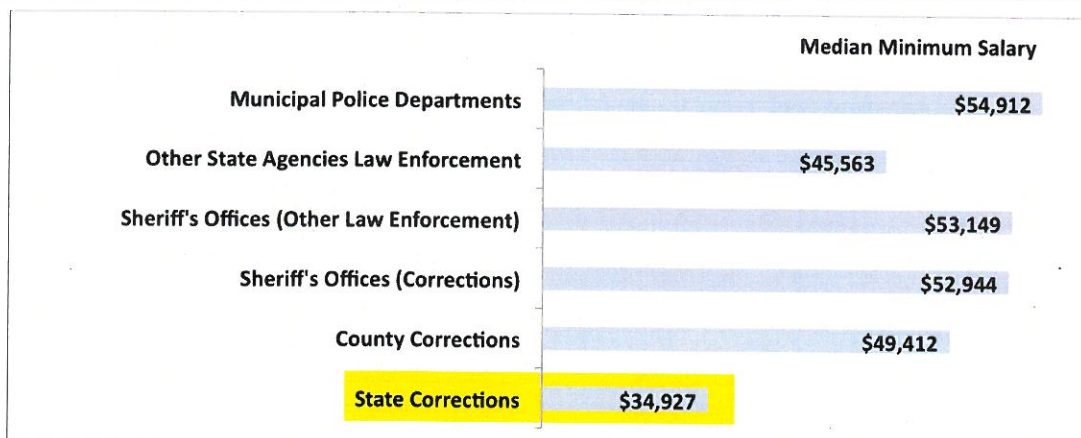
## 2012 Sergeant Minimum Salary: FDOC vs. Other FL Law Enforcement



source: 2012 Florida Criminal Justice Agency Profile Survey Results. <http://www.fdle.state.fl.us/Content/getdoc/22d2a71a-a619-489d-bc14-d01570219>

FDOC's minimum Sergeant salary ranges from 17% below the median of Sergeants working in law enforcement in other State Agencies to 32% below that of their peers working for Municipal Police Departments. While few FDOC Sergeants are paid the FDOC minimum rate, most are not paid anywhere near minimums of their counterparts working in other law enforcement capacities within the state: in 2012, FDOC Sergeants earned a median salary of only \$35,642 — far below the median *minimums* — and likely median actual earnings — of their counterparts.<sup>4</sup>

## 2012 Lieutenant Minimum Salary: FDOC vs. Other FL Law Enforcement



source: 2012 Florida Criminal Justice Agency Profile Survey Results. <http://www.fdle.state.fl.us/Content/getdoc/22d2a71a-a619-489d-bc14-d01570219>

An even greater pay gap is seen in FDOC's minimum Lieutenant salary, which in 2012 ranged from 23% below the median of Lieutenants working in law enforcement in other State Agencies to 36% below that of their peers working for Municipal Police Departments. In 2012, FDOC Lieutenants earned a median salary of \$41,584 — far below the median minimums of their counterparts working in other law

<sup>4</sup> FL State Correction Officer Annual Pay: FL Department of Corrections and International Brotherhood of Teamsters 2012 Payroll Report and 2012 Florida Criminal Justice Agency Profile Survey.

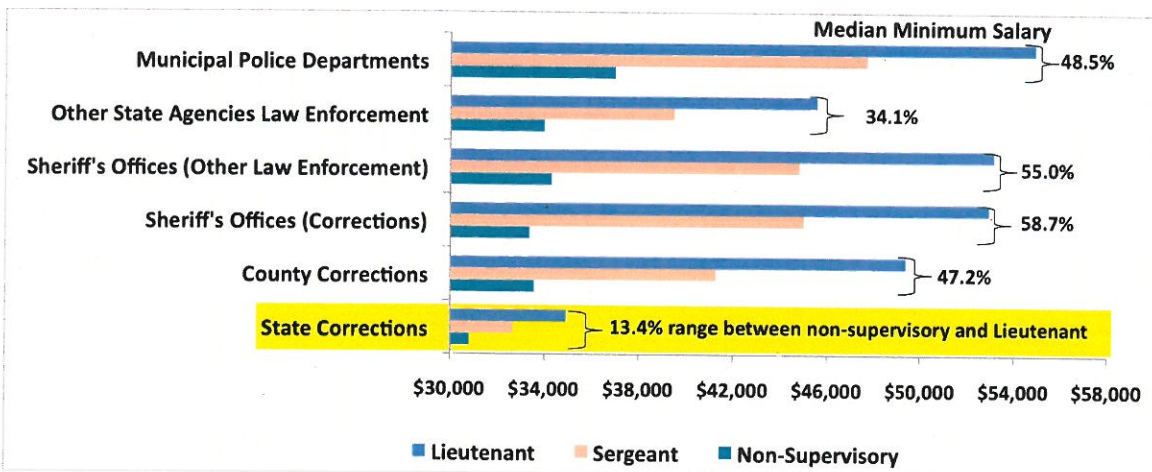
enforcement capacities within the state. In actuality, FDOC Lieutenants earned a median salary of \$41,584 in 2012, an amount that was significantly below the *minimum* salary of their peers.<sup>5</sup>

**FDOC pay has stood still while that of other state-employed Law Enforcement Officers moves forward:**

- Across-the-board increases: In the last session, the Legislature awarded increases to FL State Law Enforcement Officers outside of FDOC (on top of the \$1,400/\$1,000 increase paid to all state employees): The Florida Highway Patrol, Florida Department of Law Enforcement Special Agents, and State Law Enforcement Officers with less than five years experience received a 3% increase on July 1, 2013; those with more than five years on the job received 5%. These increases contributed even more to the inequity that already existed between FDOC's correctional supervisors.
- Promotional Increases: FDOC promotional increases are currently 7.5%, down from 10% in past years, while other state law enforcement agencies have restored promotional increases to 10%. Other state law enforcement agencies pay 15% promotional raises to lieutenants, while FDOC does not.
- Competitive Area Differential (CAD): Despite the fact that FDOC has significantly higher attrition rates, corrections officers receive CADs that are less than half of the amount paid to other state law enforcement officers working in the same counties.
- Correctional Probation Officers are the only FDLE Certified Officers in the state required to have a Bachelor's degree and are grossly undercompensated for the requirements of the position.

**The promotional pay progression within FDOC is extremely limited, as well.** In 2012, there was only a 13.4% pay differential between the minimum rate of a non-supervisory FDOC Correctional Officer and that of an FDOC Correctional Lieutenant. This stands in stark contrast to differentials in median minimum rates between non-supervisory officers and their supervisors working in other law enforcement capacities within the state (e.g. Lieutenants working in corrections in Florida Sheriff's Offices are paid a differential nearing 60% more than their non-supervisory coworkers).

**2012 Minimum Progression: FDOC vs. Other FL Law Enforcement**

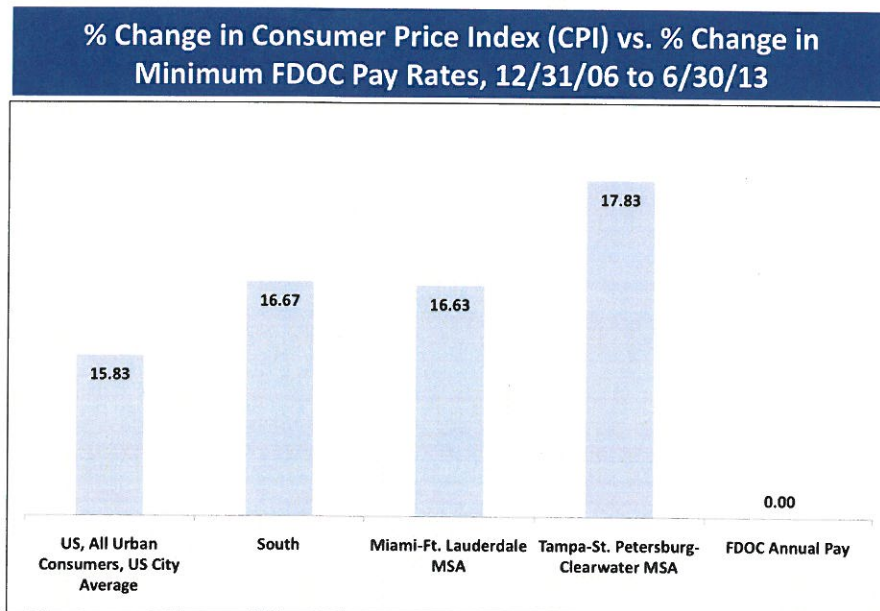


source: 2012 Florida Criminal Justice Agency Profile Survey Results. <http://www.fdle.state.fl.us/Content/getdoc/22d2a71a-a619-489d-bc14-d01570219>

<sup>5</sup> FL State Correction Officer Annual Pay: FL Department of Corrections and International Brotherhood of Teamsters 2012 Payroll Report and 2012 Florida Criminal Justice Agency Profile Survey.

**Purchasing Power Decreased**

Non-supervisory FDOC Correctional Officer earned an average of \$31,867 in 2012, the same as in 2006. On this base, the forthcoming October 1<sup>st</sup> payment of \$1,400 to state employees with annual earnings below \$40,000 equates to a 4.4% one-time increase. Meanwhile, inflation nationwide rose 15.9% between year-end 2006 and mid-2013, and to an even greater degree in major Florida metropolitan areas.<sup>6</sup> While inflation goes up, FDOC real earnings have declined, decreasing Correctional Officer and Correctional Probation Officer purchasing power and ultimately hurting the state’s economy and tax base.<sup>7</sup>



Sources: CPI: US Department of Labor, Bureau of Labor Statistics. Florida State Department of Corrections

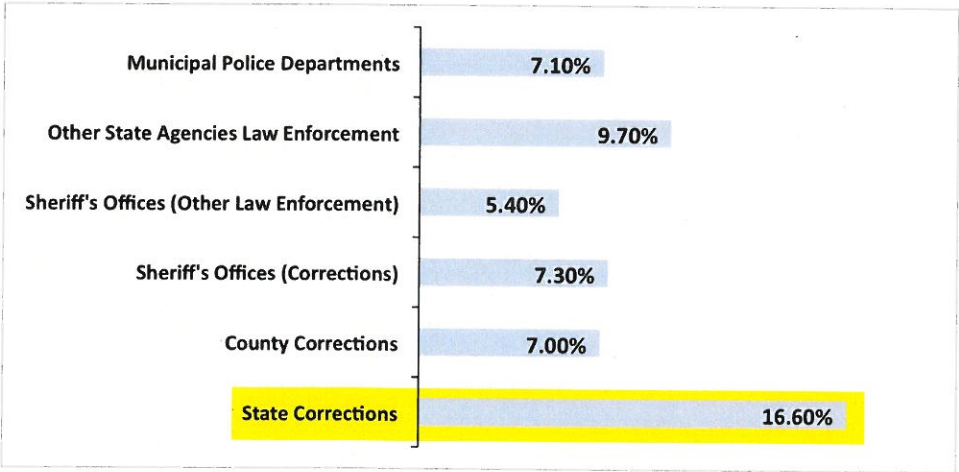
**Pay Gaps Contribute to Higher FDOC Staff Turnover**

These pay factors contribute to the high relative attrition rate of state-employed Correctional Officers vis-à-vis their peers. At 16.6%, FDOC’s 2012 attrition rate was significantly higher than that of officers working in other Florida law enforcement capacities.

<sup>6</sup> <http://www.bls.gov/cpi/tables.htm>. All Urban Consumers: Year-end 2006 through July 2013.

<sup>7</sup> FL State Correction Officer Annual Pay: FL Department of Corrections and International Brotherhood of Teamsters 2012 Payroll Report

## 2012 Attrition Rates: FDOC vs. Other FL Law Enforcement



source: 2012 Florida Criminal Justice Agency Profile Survey Results. <http://www.fdle.state.fl.us/Content/getdoc/22d2a71a-a619-489d-bc14-d01570219>



## Federation of Physicians and Dentists

1310 Cross Creek Cir., Suite C2 / Tallahassee, Florida 32301 / (850) 942-6636 / FAX (850) 942-6722



*Affiliated with NUHHCE, AFSCME, AFL-CIO*

Honorable Senator Alan Hays, Honorable Representative Charles Van Zant and Honorable Members of the Joint Select Committee on Collective Bargaining:

February 12, 2014 – Via Electronic Transmission

Pursuant to your letter and Notice of February 10, 2014, the following our response to your request for information regarding issues currently at Impasse between the State of Florida (represented by the Governor's Office and various departments/agencies) and Federation of Physicians and its divisions (State Employee Attorneys Guild and Professional Managers and Supervisors Association) representing SES Physicians, Attorneys and Supervisors –non professional unit.

As acknowledgement of your limited time, please find, that since that our three Select Exempt Service Units have virtually the same issues forwarded on to Impasse and we therefore have kept it simple and did not make any reference to the individual Collective bargaining Units. Attached hereto are our unresolved proposals involving: Wages (General Wage Increase, Special Pay Issues and Performance Pay); State Group Health Insurance; Reimbursement for required Certifications, Licenses; Retirement Benefits; "Just Cause" related to adverse personnel actions.

We ask that you note, that with the exception of Wages (state proposal of "lump sum performance awards", capped at 35% of those eligible) and Group Health Insurance (SES represented employees would have their health premium costs increased by over 300% for family coverage and over 500% for individual coverage). We estimate the state's proposals in just these two areas would result in over 75% of the SES Bargaining Unit members having to accept a pay cut in their earnings. The State provided no written response to our organizations' other three submissions.

Thank you for attention and we stand ready to answer your questions.

Mark Neimeiser, Interim Executive Director, Federation of Physicians and Dentists and its divisions of SEAG and PMSA

**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 two 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

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.



COLLECTIVE BARGAINING PROPOSALS – SES Physicians, Attorneys, Non-Professional Supervisors

SES Physicians, Attorneys and Non-Professional Supervisors had gone without a general wage increase for almost seven years. The Legislature's General Appropriations Act provided an October, 2013 wage increase, which truncated by 1/3 the FY possible increase. Further, SES employees earning more than \$40,000 a year received less of an increase than other employees in the state service, even though their jobs had higher education, licensure, or experience requirements.

General Wage Increase for FY 2014-15 ...Effective August 15, 2014 each fulltime eligible unit employee shall receive a minimum annual General Wage Increase for Fiscal Year 2014-15 of no less than \$ 2,500 or a 3% wage increase if the employee's base rate of pay as of July 1, 2014 is greater than \$ 83,300."

Special Pay Issues ... Each Agency shall provide a \$ 750 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 December 1, 2014. Bonus award will be paid no later than March 30, 2015.

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.

COLLECTIVE BARGAINING PROPOSALS – SES Physicians, Attorneys, Non-Professional Supervisors

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.

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 2014.

COLLECTIVE BARGAINING PROPOSALS – SES Physicians, Attorneys, Non-Professional Supervisors

SEAG and FPD only

In the past there has been some confusion and lack of notification to employees regarding reimbursement for licenses or certifications required as a condition of employment. Further various state departments have been uneven in their application of reimbursement for certain costs i.e. Florida bar dues.

Any employee who by virtue of their job classification is required to be licensed or certified on a regular basis as a condition of employment, shall be reimbursed the cost for these required licenses or certifications



Committee:

# **JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

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

## **Meeting Packet**

Monday, February 17, 2014

10:30 a.m. — 12:00 noon

Pat Thomas Committee Room, 412 Knott Building



ALLEN NORTON & BLUE  
PROFESSIONAL ASSOCIATION

906 North Monroe Street • Tallahassee, Florida 32303  
Telephone 850-561-3503 • Facsimile 850-561-0332

February 7, 2014

The Honorable Will Weatherford, Speaker of the House  
The Florida House of Representatives  
Suite 420, The Capitol  
402 South Monroe Street  
Tallahassee, Florida 32399-1300

The Honorable Don Gaetz, President  
The Florida Senate  
Suite 409, The Capitol  
404 South Monroe Street  
Tallahassee, Florida 32399-1100

**Re: State of Florida Department of the Lottery  
Notification of Collective Bargaining Impasse**

Dear Speaker Weatherford and President Gaetz,

The State of Florida Department of Lottery's collective bargaining team is in the process of collective bargaining negotiations with the bargaining unit represented by the Federation of Public Employees. Although negotiations continue, at this time the parties have not reached a collective bargaining agreement. Therefore, and in accordance with Section 216.163(6), Florida Statutes, this letter is provided by the Department of Lottery's bargaining representatives to notify the Legislature that all unresolved articles as of February 2, 2014 are respectfully submitted for impasse.

The Lottery has executed and provided contract language on each article for the consideration and acceptance of the Federation. As of this date, the Federation has not advised the Lottery if it agrees or disagrees with the language for these articles. Consequently, all of the contract articles are submitted because technically, the Federation has not accepted any of them.

In the event that the Federation executes the language provided prior to the impasse hearing, the remaining unresolved issue at impasse is:

Article 12 – Wages

Please note that the entire content of the above-referenced article is at impasse. Also, bear in mind that the resolution of the article is not limited to those issues discussed by the parties during negotiation sessions to date.

Negotiations continue and it is possible that we may reach an agreement. We will keep you informed of any changes resulting from our continued negotiations. If you have questions or concerns, please contact me at 561-3503, or Louisa Warren, Deputy General Counsel for the Department of Lottery, at (850) 487-7732.

Sincerely,



Michael Mattimore  
Chief Labor Negotiator

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  
Cynthia O'Connell, Secretary, Department of Lottery  
Louisa Warren, Deputy General Counsel, Department of Lottery  
Jack Marziliano, Federation of Public Employees

Agreement between the  
STATE OF FLORIDA DEPARTMENT OF THE LOTTERY  
and the  
FEDERATION OF PUBLIC EMPLOYEES

Lottery Administrative

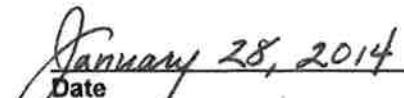
&

Support Bargaining Unit

July 1, ~~2010-2014~~ through June 30, ~~2013-2015~~

For the Lottery

  
\_\_\_\_\_  
Michael Mattimore  
Chief Labor Negotiator

  
\_\_\_\_\_  
Date

For the Federation of Public Employees

\_\_\_\_\_  
Jack Marziliano  
Business Agent

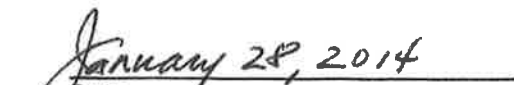
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Date

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For the Lottery

  
Michael Mattimore  
Chief Labor Negotiator

  
Date

For the Federation of Public Employees

\_\_\_\_\_  
Jack Marziliano  
Business Agent

\_\_\_\_\_  
Date



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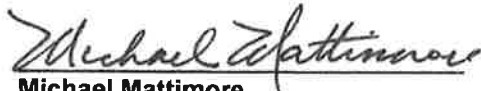
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For the Lottery



Michael Mattimore  
Chief Labor Negotiator

Date

January 28, 2014

For the Federation of Public Employees

\_\_\_\_\_  
Jack Marziliano  
Business Agent

\_\_\_\_\_  
Date

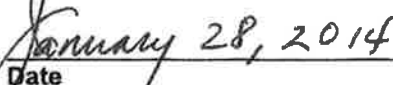
## AGREEMENT

THIS AGREEMENT, entered into by THE STATE OF FLORIDA, DEPARTMENT OF THE LOTTERY, hereinafter called the Lottery, and the FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES, (AFL-CIO), hereinafter referred to as the Federation or Union.

The Lottery and the Federation have negotiated in good faith, with the Federation acting as the exclusive agent for certain Lottery personnel included in the certified unit with respect to wages, hours and terms and conditions of employment, and the parties, following extended and deliberate negotiations, and having had an opportunity to discuss freely any and all issues, have reached certain understandings, which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

**For the Lottery**

  
\_\_\_\_\_  
**Michael Mattimore**  
Chief Labor Negotiator

  
\_\_\_\_\_  
Date

**For the Federation of Public Employees**

\_\_\_\_\_  
**Jack Marziliano**  
Business Agent

\_\_\_\_\_  
Date

**Article 1**

**RECOGNITION**

**Section 1 - Inclusions**

1.1 The State of Florida, Department of the Lottery, recognizes the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO), as the exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the administrative and support bargaining unit.

1.2 The bargaining unit for which this recognition is accorded is as defined in the certification issued by the Public Employees Relations Commission, hereinafter also referred to as "PERC," in Case No. RC-95-036.

1.3 This Agreement includes all full-time and part-time Lottery Exempt Service employees in the classifications and positions listed in Appendix A of this Agreement, except for those full-time and part-time employees in Section 2 of this Article.

1.4 The appropriateness of any new class or division of employees belonging to the bargaining unit shall be determined jointly by the Lottery and the Federation. If agreements are not possible, the matter shall be referred to the Public Employees Relations Commission for resolution.

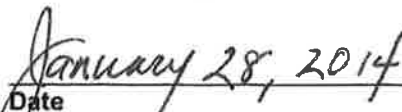
1.5 Whenever used in this Agreement, the word "Employee" or "Employees" shall mean any person or persons employed in the above unit or as adjusted by mutual agreement of the parties. Certification #1128, issued by PERC in Case No. RC-95-036.

**Section 2 - Exclusions**

All managerial employees, confidential employees, professional employees, supervisory employees and security employees employed by the Lottery, as defined by the Florida Public Employees Relations Commission, in Case No. RC-95-036.

**For the Lottery**

  
\_\_\_\_\_  
**Michael Mattimore**  
Chief Labor Negotiator

  
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Date

**For the Federation of Public Employees**

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**Jack Marziliano**  
Business Agent

\_\_\_\_\_  
Date

**Article 2**


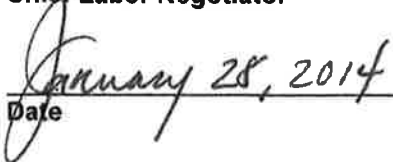
**NON-DISCRIMINATION**

2.1 The Lottery and the Federation agree that the basic intent of this Agreement is to provide a harmonious working relationship between the Lottery and the Federation. The Lottery and the Federation agree that all provisions of this Agreement shall be applied to all employees covered by it, and that the Lottery and the Federation affirm their joint opposition to any discriminatory practices as provided by law.

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

2.3 The Lottery and Federation agree they will not discriminate against any employee on account of race, color, religion, disability, national origin, age, sex, or marital status. The parties further recognize that the Lottery has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by the State of Florida and the federal government. Therefore, claims of employment discrimination against the Lottery, its officers or representatives shall not be reviewable as a violation of this Agreement. Furthermore, upon the filing of any claim of employment discrimination with any state or federal agency or court, the Lottery may terminate its investigation, consideration or resolution of any similar claim of employment discrimination then pending in its internal grievance procedure, as set forth in its rules at Chapter 53-18.

**For the Lottery**

  
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**Michael Mattimore**  
Chief Labor Negotiator  
  
  
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Date

**For the Federation of Public Employees**

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**Jack Marziliano**  
Business Agent

\_\_\_\_\_  
Date

**Article 3**

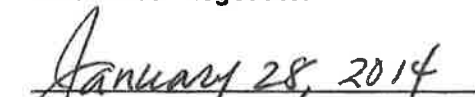
**MANAGEMENT RIGHTS**

3.1 The Federation recognizes that all statutory and inherent managerial rights, prerogatives, and functions are retained and invested exclusively in the Lottery, except as expressly modified or restricted by a specific provision of this Agreement. The Federation recognizes that the Lottery has the following rights, powers, authority, and discretion subject to the terms and conditions of this Agreement:

- a. To determine the organization of the Lottery government.
- b. To determine the purpose of each of its constituent divisions or subdivisions.
- c. To exercise control and direction over the organization and efficiency of the operation of the Lottery.
- d. To set standards of productivity and for the services to be rendered. e. To manage and direct the employees of the Lottery.
- f. To hire employees, determine their qualifications, assign and direct their work: to classify, transfer, evaluate, promote, train, schedule, retain, lay-off, recall and retire employees.
- g. To reprimand, suspend, demote, discharge, or otherwise, discipline employees.
- h. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legislative reasons that are not in conflict with this Agreement.

**For the Lottery**

  
Michael Mattimore  
Chief Labor Negotiator

  
Date

**For the Federation of Public Employees**

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Jack Marziliano  
Business Agent

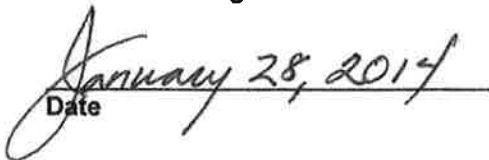
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- i. To determine the location, methods, means, and personnel by which operations are to be conducted.
- j. To determine the number of employees to be employed by the Lottery.
- k. To establish, change, modify, expand, reduce, alter, combine, transfer, assign, or cease any job, division, operation, service or project.
- l. To establish, change, or modify duties, tasks, responsibilities, or requirements within the job description in the interest of efficiency, economy, technological change, or operating requirements.
- m. To establish, implement, and maintain an effective Internal Security Practice.
- n. To set dress code and uniform standards.
- o. To set the starting and stopping time and to schedule the number of hours and shifts to be worked.
- p. To approve or disapprove time off from work or leave without pay.
- q. To use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Lottery's operations or portions thereof.
- r. To control and regulate the use of Lottery machinery, facilities, equipment, and other property.
- s. The Federation acknowledges that the Lottery from time to time may establish, make changes, combine, or modify the duties, tasks, responsibilities, or requirements within the job descriptions, policies, rules and regulations of the Lottery and other official documents setting forth rules, regulations, and operational procedures. The Lottery will furnish the Federation's designated representative a copy of said changes to the Rules and Regulations ten (10) days prior to implementation whenever possible. This does not constitute a waiver of the Federation's right to impact

For the Lottery



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Chief Labor Negotiator



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bargaining. However, impact bargaining will be deemed waived if not requested in writing to the Lottery within ten (10) calendar days after notice of the change is received by the Federation.

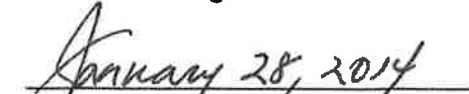
- t. To promulgate and enforce the Lottery's personnel manual and the Lottery's Rules and Regulations.

3.2 The Lottery's failure to exercise any right, prerogative, or function, hereby reserved to it, or the Lottery's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Lottery's right to exercise such right, prerogative, or function, or preclude from exercising the same in some other way not in conflict with the express provisions of this Agreement.

3.3 The above rights of the Lottery are not all-inclusive but indicate the type of matters or rights, which belong to and are inherent to the Lottery in its capacity of management and direction of the Lottery. Any rights, powers, and authority the Lottery had prior to entering into this Agreement are retained by the Lottery except as expressly and specifically abridged, deleted, granted, or modified by this Agreement. Those inherent and common-law management functions and prerogatives which the Lottery has not expressly modified or restricted by specific provisions of this Agreement are not in any way, directly or indirectly, subject to any grievance procedure.

For the Lottery

  
Michael Mattimore  
Chief Labor Negotiator

  
Date

For the Federation of Public Employees

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Jack Marziliano  
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Date

**Article 4**

**GRIEVANCE PROCEDURE, NON-DISCIPLINARY CASES**

It is the policy of the Lottery and the Federation to encourage informal discussions between supervisors and employees regarding employee complaints. Such discussion should be held with a view to reach an understanding which will resolve the matter without need for recourse to the formal grievance procedure prescribed in the Article.

**4.1 Definitions as used in the Article:**

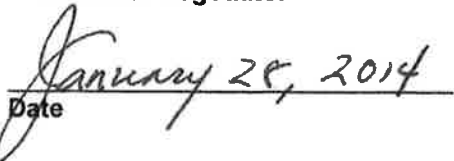
(a) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, and matters affecting an employee's wages, benefits, terms and conditions of employment set forth in the Lottery Rules, except as exclusions are noted in this Agreement.

A grievance or complaint involving disciplinary action for performance deficiencies or conduct offenses shall not constitute a grievance subject to the grievance arbitration provision of this Agreement. Excluded from the grievance arbitration are those types of disciplinary actions set forth in Lottery Rule 53-18.001 and performance deficiencies described in Lottery Rule 53-17 inclusive. Instead, such a non-arbitrable grievance involving a reduction in pay, suspension of five days or more, demotion or discharge shall be filed directly with the Lottery Secretary within fourteen (14) calendar days following issuance of written notice of the imposed disciplinary action. Grievances involving oral reprimand, written reprimand, suspension of less than five (5) days, and performance deficiencies are not subject to the grievance arbitration provision of this agreement or the procedures set forth in section 53-18.002 of the Lottery rules. Any grievance filed with the Secretary shall include a detailed statement of facts sufficient to support the issues on which the grievance is based, together with the specific provision or provisions of the agreement allegedly violated, and the relief requested. The Secretary or designee may have a meeting with the employee and/or

For the Lottery



Michael Mattimore  
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For the Federation of Public Employees

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the designated Federation representative to discuss the grievance. The Secretary or designee shall issue a written decision to the employee and the Federation, if applicable, within seven (7) days after receipt of the written grievance or the date of any meeting conducted by the Secretary or designee. The decision of the Secretary constitutes discretionary executive action, which is final, binding and not subject to further appeal in any form.

(b) "Employee" shall mean an individual 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 to be responsible for processing the grievance.

(c) "Days" shall mean calendar days.

(d) "Grievance Representative" shall mean an employee covered by this Agreement who has been designated by the Federation to investigate grievances and to represent employees at the various steps regarding grievances which have been properly filed under this Article.

(e) "Required Participant" means any employee whose presence has been determined necessary by the Lottery.

#### 4.2 Election of Remedies

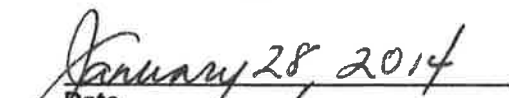
(a) An employee shall have the option of utilizing the grievance procedure set forth in Section 53-18.002 of the Lottery Rules or this grievance procedure for non-disciplinary actions, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

(b) Claims involving employment discrimination, as set forth in Section 2.1 of this Agreement or employee performance appraisals shall be processed exclusively through Chapter 53-17 of the Lottery Rules rather than under the provisions of this Agreement.

(c) All grievances will be presented at the initial step with the following

**For the Lottery**

  
Michael Mattimore  
Chief Labor Negotiator

  
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**For the Federation of Public Employees**

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exceptions:

1. When a grievance is general in nature and it affects more than one employee regarding the same issue, such grievance shall be presented at Step 2, but within the time limits prescribed in Step 1.
2. If a grievance arises from the action of an official higher than the director or district manager, the grievance shall be initiated at Step 2 or 3, as appropriate, by submitting a grievance form as set forth in Step 1 within fourteen (14) days following the occurrence of the event giving rise to the grievance.

#### 4.3 Grievance Representation

(a) An employee who selects to use this grievance procedure shall state at Step 1 whether the Federation has decided to represent him. If the employee is represented by the Federation, both the employee and the Federation representative shall be notified of any meetings conducted pursuant to the grievance procedure of this provision. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and Federation representative, and any decision mutually agreed to by the Lottery and the Federation shall be binding on the employee.

(b) If the employee chooses to use the grievance procedure set forth in 53-18.002 of the Lottery Rules or the Federation decides not to represent the employee in the grievance procedures established in this Agreement, any adjustment of the grievance shall be consistent with the terms of this Agreement. Further, the union shall be given a reasonable opportunity to be present at any meeting conducted pursuant to the grievance procedure of this provision. An employee who uses this grievance procedure to process a grievance will be bound by the procedures established in this Agreement.

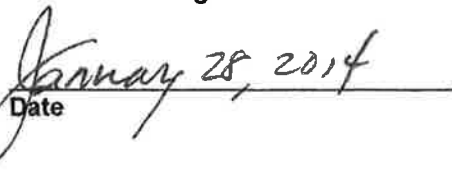
(c) Attendance at, or reasonable travel time to attend, a grievance meeting during working hours shall be without loss of pay. Attendance at or travel time to grievance meetings outside of regular working hours shall not be time worked.

For the Lottery



Michael Mattimore  
Chief Labor Negotiator

Date



For the Federation of Public Employees

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(d) Nothing in this Agreement shall require the Federation to process grievances for unit employees who are not dues paying members of the Federation in conformance with Florida Statutes.

**4.4 Procedures**

(a) The filing or pendency of any grievance under this article shall in no way operate to impede, delay, or interfere with the Lottery's right to take the action complained of; subject, however, to the final disposition of the grievance.

(b) The resolution of a grievance prior to a decision under the arbitration provision of this Agreement shall not establish a precedent binding in other grievances which is binding on either the Federation or the Lottery.

(c) Any grievance not answered by the Lottery within the prescribed time period shall automatically advance to the next higher step. Should the employee or grievance representative fail to observe the time limits, the grievance shall be considered abandoned.

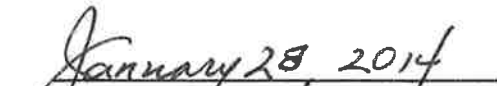
(d) Grievances shall be presented and adjusted in the following manner:

Step 1: An employee having a grievance shall first discuss the alleged grievance and requested remedy with the immediate supervisor, either alone or accompanied by a grievance representative, within fourteen (14) calendar days following the occurrence of the event giving rise to the grievance or the first date when the employee or Federation knew or should have reasonably known of the occurrence of the event giving rise to the alleged grievance. The employee may elect to submit a grievance form at the time the grievance is first discussed with the immediate supervisor. If the grievance is not satisfactorily resolved, the employee or the Federation, if selected to represent the employee, may, within five (5) days after the date of that discussion, submit a written grievance at Step 2.

Step 2: In filing a grievance at Step 2, the employee or Federation shall submit to the employee's Chief, Deputy or Director of Sales and a copy to a senior executive designated by the Lottery, a written grievance on the grievance form, to be supplied

**For the Lottery**

  
**Michael Mattimore**  
**Chief Labor Negotiator**

  
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**For the Federation of Public Employees**

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**Jack Marziliano**  
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**Date**

by the Federation, which specifically sets forth sufficient facts to describe the issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

The Chief, Deputy or Director of Sales or designee shall meet to attempt to resolve the grievance and, thereafter, the management representative will issue a written decision on the grievance within fourteen (14) days of this meeting to both the employee and the Federation grievance representative.

Step 3: If the grievance is not satisfactorily resolved at Step 2, the employee or the Federation may submit the grievance in writing to the Lottery Secretary within fourteen (14) days after the Step 2 decision is received by the employee or Federation grievance representative. The grievant shall include a copy of the grievance submitted at the earlier steps together with all written responses. The Secretary or designee may have a meeting with the employee or the designated Federation representative to discuss the grievance. The Secretary or designee shall issue a written decision to the employee and the Federation within fourteen (14) days after receipt of the written grievance or the date of any meeting conducted at this step.

For the Lottery



Michael Mattimore  
Chief Labor Negotiator

  
Date

For the Federation of Public Employees

\_\_\_\_\_  
Jack Marziliano  
Business Agent

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Date

**Article 5**

**ARBITRATION-NON-DISCIPLINARY CASES**

If the grievance is not resolved at Step 3, under Article 4, above, an unrepresented employee or the Federation may submit a written demand for arbitration to the Secretary, or designee, within fourteen (14) days after the receipt of the decision at Step 3.

5.1 (a) The arbitrator may be any impartial person mutually agreed upon by the parties and who is a resident of the State of Florida. If an impartial arbitrator cannot be agreed upon within fourteen (14) days after the demand for arbitration, either party may request the appointment of an arbitrator from a panel of permanent arbitrators maintained by the State (also may substitute PERC, FMCS, or AAA). If the parties obtain a list of arbitrators from any of the above sources, then they alternatively strike and select a single arbitrator to preside as the impartial arbitrator.

(b) Normally, arbitration hearings will be held at the location where the grievance occurred. If, however, the grievance impacts or involves more than one (1) employee, the arbitration hearing shall normally be conducted in Tallahassee. Otherwise, the selection of the site shall take into account availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors.

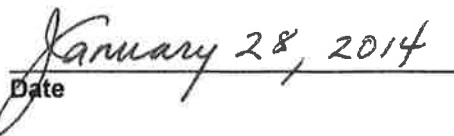
(c) If at the initial step, the Federation exercised its right not to represent the employee because the employee was not a dues paying member of the Federation, the employee may appeal the grievance to arbitration.

(d) The parties may, by mutual written agreement, submit related grievances for hearing and resolution before the same arbitrator.

**For the Lottery**



**Michael Mattimore  
Chief Labor Negotiator**

  
Date

**For the Federation of Public Employees**

\_\_\_\_\_  
**Jack Marziliano  
Business Agent**

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Date

(e) The Lottery and Federation shall attempt to mutually agree in writing as to the statement of the grievance to be resolved by the arbitrator and the relief requested prior to the hearing. In the event the parties fail to agree on the statement of the grievance, the arbitrator will determine the issues to be decided, giving consideration to the written responses presented in Step 2 and 3 of the grievance procedure.

(f) The arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the American Arbitration Association.

(g) The decision of the arbitrator, unless mutually waived, shall be issued within thirty (30) days of the close of the hearing.

(h) The arbitrator shall not be empowered to alter, amend, add to, subtract from, or otherwise alter or supplement any provision of this Agreement, except that the arbitrator may refer to the Lottery's written rules, policies and procedure and Chapter 24, Florida Statutes. The arbitrator shall have no authority to consider or rule upon any issue which is not submitted to the arbitrator in the parties' statement of the grievance or contained in the grievance documents submitted at Steps 2 and 3.

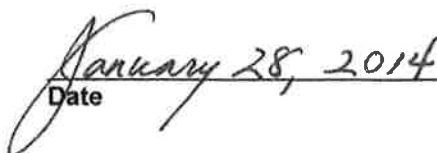
(i) The arbitrator may not make any decision that is based upon past practice as defined in the Agreement.

The past practice provision which is contained in the savings provision, provides that "This Agreement, upon execution by the Federation and the Lottery, supersedes and cancels all prior practices and understandings predating this Agreement, except that all pay and benefit provisions, work rules, and regulations set forth in Chapter 53 of the Lottery Rules and the applicable portions of Chapter 24, Florida Statutes, and all other written policies, and procedures of the Lottery, which were in effect prior to the effective date of this Agreement, which were not specifically modified by this Agreement shall be binding on the parties and bargaining unit members during the term of this Agreement.

(j) The arbitrator may not make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the Lottery under the Constitution of

**For the Lottery**

  
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Chief Labor Negotiator

  
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**For the Federation of Public Employees**

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**Jack Marziliano**  
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\_\_\_\_\_  
Date

the State of Florida or under any applicable laws or rules and regulations, except as such powers, duties, and responsibilities have been lawfully abridged, delegated, or modified by an express provision of this Agreement.

(k) The arbitrator may not conduct any ex parte hearing or render an ex parte decision.

(l) Where there is an issue regarding arbitrability, the parties agree that the issue will be resolved separate and apart from the merits of the grievance. Issues of arbitrability shall be resolved by the arbitrator prior to the consideration of the substantive merits of the grievance. Should the matter be found to be arbitrable, either party may request the selection of another arbitrator to consider the substantive merits of the grievance.

(m) The reasonable fees and expenses of the arbitrator shall be borne solely by the party that does not prevail in the arbitration proceeding. The cost of a transcript of the arbitration proceeding shall be borne by the party requesting it, unless both parties agree that a transcript is necessary, then the cost of the transcript shall be equally divided between the Lottery and the Federation or the employee. Each party shall be responsible for compensating and paying the expense of its own representatives, witnesses, and attorneys.

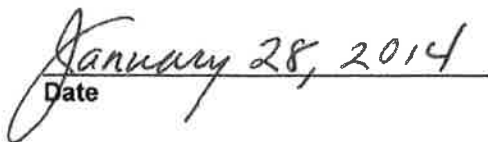
(n) This Agreement shall be administered within the amounts appropriated by the state Legislature. The arbitrator shall have no power or authority to order the Lottery to bear any expense, debt, cost, or liability which would result, directly or indirectly, in the Lottery exceeding the amounts initially appropriated by the state legislature. However if the impact of the arbitration award exceeds the funds initially appropriated to the Lottery by the Legislature, the Lottery will seek, if necessary, a budget amendment or provision in the next fiscal year budget to cover the amount of the award.

(o) The parties are not obligated to process a grievance concerning any matter where the dispositive facts occurred after the expiration of the agreement.

For the Lottery



Michael Mattimore  
Chief Labor Negotiator

  
Date

For the Federation of Public Employees

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Jack Marziliano  
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(p) The arbitrator's decision shall be final and binding on the parties subject to the provisions of Chapter 682, Florida Statutes, only with regard to those non-disciplinary matters covered by the Agreement. The arbitrator shall have no authority to restrict the discretion of the Secretary, as otherwise granted by law or the Lottery personnel rules, unless such authority is modified by this Agreement.

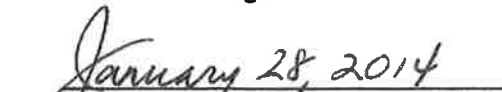
(q) The arbitrator's award may include the payment of back pay or benefits, however, the award shall not exceed the actual loss to the grievant.

(r) The Federation will not be responsible for the cost of an arbitration if it exercised its right to refuse to represent the employee because the employee was not a dues-paying member of the Federation or the employee chose not to be represented by the Federation. In this event the employee shall be responsible for the payment of arbitration costs to the same extent as those which would have been attributable to the Federation under this Agreement.

(s) Employee performance appraisals shall be processed exclusively through Chapter 53-17 of the Lottery's Rules rather than under the provisions of this Agreement.

For the Lottery

  
Michael Mattimore  
Chief Labor Negotiator

  
Date

For the Federation of Public Employees

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Jack Marziliano  
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**Article 6**

**EMPLOYEE RECORDS**

6.1 An employee shall be furnished with a copy of any disciplinary action as defined in Chapter 53-18 of the Lottery Rules or any letter or document which adversely reflects on the employee's ability to perform his/her job or which may constitute a violation of Lottery rules, and which is placed in the employee's official personnel file. The employee shall be permitted to submit a written response to that disciplinary action and a copy of the employee's response shall be placed in the employee's official personnel file. Time devoted by the employee in preparation of a written response is not considered work time under the Agreement.

6.2 An employee shall have the opportunity to inspect the employee's own official personnel file, at reasonable times and locations. The employee may duplicate any item contained in their official personnel file at the cost as set forth in Chapter 119.07, Florida Statutes.

6.3 Oral or written counseling will not be considered to determine discipline if the employee has not been disciplined for the same or substantially equivalent offense during the preceding 12 months (oral counseling) or 24 months (written counseling) unless the oral or written counseling was for a major offense which could have resulted in the employee's demotion or discharge.

**For the Lottery**



**Michael Mattimore  
Chief Labor Negotiator**

**Date**

*January 28, 2014*

**For the Federation of Public Employees**

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**Jack Marziliano  
Business Agent**

**Date**

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Article 7

ON-SITE REPRESENTATIVES

7.1 It is acknowledged that neither party in negotiations shall have any control over the selection of the negotiators or bargaining representatives of the other party. The Federation will furnish the Lottery with a written list of their bargaining committee prior to the first bargaining session. It shall be the responsibility of the Federation to notify the Lottery in writing of its on-site employee representatives or stewards who the Federation designates to handle employee disputes or matters arising under this Agreement or the Lottery's personnel rules.

7.2 Upon the request of a bargaining unit employee, an on-site employee representative shall be permitted to attend the following without loss of pay:

(a) Any meeting conducted by the Lottery for the purpose of interviewing a bargaining unit employee regarding matters or events, which could result in disciplinary action against the employee.

(b) Any meeting conducted by the Lottery pursuant to a grievance arising under the terms of this Agreement or the Lottery's grievance procedure set forth in 53-18 of its rules.

(c) An on-site employee representative will be given ½ hour to investigate an individual or group grievance with a unit member grievant.

(d) Grievances involving the same or substantially similar grievance which impact more than one shall be considered a single individual grievance.

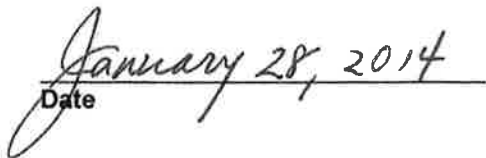
7.3 Except as specified in Section 7.2, no grievance or dispute, whether arising under this Agreement or the lottery's rules, shall be discussed, investigated, or otherwise handled during the working time of either the bargaining unit employee or Federation on-site representative.

7.4 For the purpose of collective bargaining negotiations, the Federation shall be

For the Lottery



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Chief Labor Negotiator

  
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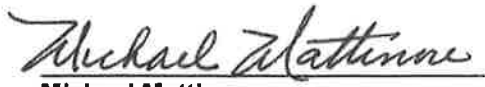
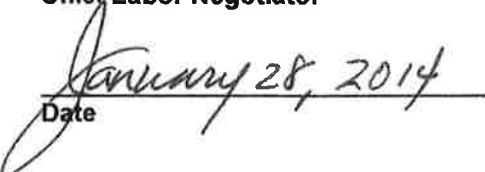
For the Federation of Public Employees

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Jack Marziliano  
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allowed to have two (2) members of its bargaining team made up of employees who shall participate in such negotiation sessions, as work time, with no loss of pay.

For the Lottery

  
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Michael Mattimore  
Chief Labor Negotiator  
  
  
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For the Federation of Public Employees

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Jack Marziliano  
Business Agent

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Date

**Article 8**

**BULLETIN BOARDS**

8.1 The Lottery agrees to allow the Federation to install a bulletin board, at its own expense, at an agreed upon location, in each district office, and the Tallahassee headquarters, where unit employees work. The Federation shall submit for the Lottery's approval the dimension and style of the bulletin boards it intends to purchase.

8.2 Use of the bulletin boards shall be restricted to:

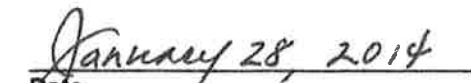
- a. Notices of Federation elections and results of elections.
- b. Notices of Federation meetings and minutes of same.
- c. Notices of Federation recreational and social affairs.
- d. Notices to Federation unit members concerning wages, hours and other terms and conditions of employment.
- e. Information of general import for the good and welfare of the employees.

8.3 All notices posted shall be on Federation letterhead or signed by a designated officer or representative of the Federation, and a duplicate copy of each notice shall be delivered or faxed to the highest ranking Lottery manager at the facility where the notice is posted.

8.4 No material, notices, or announcements shall be posted on the Federation's bulletin boards which contain anything that is scurrilous or intended to defame the Lottery or any of its appointees or employees. If the Lottery feels that any documents posted on the bulletin board are not in compliance with this section, its designated representative shall notify the designated on-site Federation representative to discuss the objections and resolve the dispute.

**For the Lottery**

  
Michael Mattimore  
Chief Labor Negotiator

  
Date

**For the Federation of Public Employees**

\_\_\_\_\_  
Jack Marziliano  
Business Agent

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Date

**Article 9**

**UNION DUES DEDUCTIONS**

9.1 Union dues deductions shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. The Federation shall pay the Lottery the annual sum of \$175.00 at the commencement of each fiscal year for the dues deductions services to be performed. The exact amount of monies to be deducted for each employee shall be provided by the Federation to the Lottery. Any changes in the amounts to be deducted shall be given to the Lottery thirty (30) days in advance. These monies, along with a list of each employee's name and monthly base wage, shall be transmitted to the Federation within thirty (30) days after the monthly dues deductions. The Lottery will not be responsible for deducting initiation fees, assessments, fines or other fees.

9.2 Using People First technology, bargaining unit employees may individually commence or discontinue union dues deductions. Based on the payroll cut-off date, changes shall be effective on the next applicable monthly pay date. Dues deductions shall not cease until the above criteria is met.

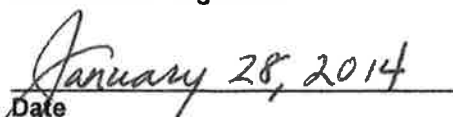
9.3 The Federation shall indemnify and hold harmless the Lottery against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by the Lottery to comply or attempt to comply with the provisions of this Article.

9.4 The Lottery shall provide the Federation with a list of the current unit members within a reasonable period of time following ratification. The list shall include the home telephone number, home address, classification, current wage rate and pay grade, as applicable. The Lottery shall provide periodic updates to include all newly hired unit members when requested by the Federation.

**For the Lottery**

  
\_\_\_\_\_  
**Michael Mattimore**  
**Chief Labor Negotiator**

**Date**

  
\_\_\_\_\_  
**January 28, 2014**

**For the Federation of Public Employees**

\_\_\_\_\_  
**Jack Marziliano**  
**Business Agent**

**Date**

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Article 10

WORK RULES AND PROCEDURES

10.1 The Federation recognizes the Lottery's right to establish rules and regulations for the efficient and effective operations of the Lottery and penalties for the violation of such rules. The current rules, regulations, and penalties are set forth in Chapter 53 of the Florida Administrative Code and the written policies and procedures of the Lottery. A copy of the established rules, regulations, and penalties will be made available to bargaining unit employees via the Lottery's Intranet. Any change in the present rules shall not become effective until such change has been provided to the Federation. The Lottery will post or otherwise notify bargaining unit employees of a rule change prior to taking disciplinary action against them for violating the rule, as changed, if their conduct conformed to the previously established rule.

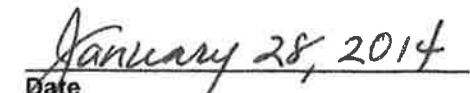
10.2 As stated above, the Lottery will maintain, for access by bargaining unit employees, a copy of all applicable rules and rule changes via the Lottery's Intranet. Each unit member is responsible for understanding and abiding by all applicable rules and regulations, as updated, once they have been posted on the Lottery Intranet or otherwise notified of the rule.

10.3 (a) The Federation and Lottery recognize that from time to time it may be in their interest to discuss pending work place issues. If a consultation meeting is mutually agreed upon, it shall be held during normal working hours of the Lottery. Any employee participating shall be excused without loss of pay for that purpose. Attendance at the consultation meeting outside of regular working hours shall be deemed time worked.

(b) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement including those procedures set forth in Article 10 which affect unit employees and no such meeting shall be used as an alternative to the grievance procedures or for negotiation purposes. No later than seven (7)

For the Lottery

  
Michael Mattimore  
Chief Labor Negotiator

  
Date

For the Federation of Public Employees

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Jack Marziliano  
Business Agent

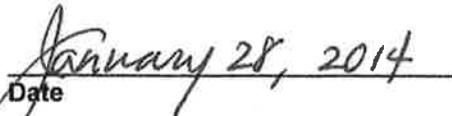
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calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

For the Lottery

  
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Michael Mattimore  
Chief Labor Negotiator

Date

  
\_\_\_\_\_  
January 28, 2014

For the Federation of Public Employees

\_\_\_\_\_  
Jack Marziliano  
Business Agent

Date

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**Article 11**

**WORKWEEK**

11.1 Forty (40) hours shall constitute a normal workweek for employees covered by this Agreement. Nothing herein shall guarantee an employee payment for forty (40) hours' work unless the employee actually works forty (40) hours.

The Lottery shall attempt to give seven (7) calendar days' advance written notice to the employee and the Federation prior to a change in a bargaining unit employee's scheduled work week. This provision is not intended to cover temporary assignments, out of classification assignments within the workweek, or the assignment of overtime work.

11.2 (a) Except as specified in Article 11.3, employees may be allowed to work a flexible schedule varying their arrival and departure times and will also be allowed to work a variable work week, both subject to the prior approval of their immediate supervisor, as set forth in 53-16.003(4)(a). The workday begins upon the employee's arrival at the district or assigned office or the first retailer in the employee's assigned territory. Conversely, the workday ends upon departure of the employee from the district or assigned office or the last retailer in the employee's assigned territory.

(b) It is understood between the parties that the classifications of Contract Compliance Coordinator and Sales Representative are exempt from the provisions of the Fair Labor Standards Act. Except for these exempt employees, the Lottery will provide all other bargaining unit employees with a work-free meal break of at least thirty (30) minutes each workday. Whenever practicable, bargaining unit employees' daily work schedules will provide for two (2) fifteen (15) minute on-duty rest periods, one (1) during each on-half (1/2) of the daily work period. These rest periods shall be scheduled, whenever possible, at the middle of such a one-half (1/2) work period. The scheduling of such rest periods may be varied when the demands of

**For the Lottery**



**Michael Mattimore**  
Chief Labor Negotiator

January 28, 2014  
Date

**For the Federation of Public Employees**

\_\_\_\_\_  
**Jack Marziliano**  
Business Agent

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Date



work so require.

(c) ~~Based on the written request of a Sales Representative during Fiscal Year 2005-2006,~~ The Lottery may approve an alternate daily work schedule of:

1. 7:00 a.m. – 4:00 p.m. (1-hour meal period)
2. 7:30 a.m. – 4:30 p.m. (1-hour meal period)
3. 7:30 a.m. – 4:00p.m. (1/2-hour meal period)
4. 8:00 a.m. – 4:30p.m. (1/2-hour meal period)
5. 8:30 a.m. – 5:30p.m. (1-hour meal period); or
6. 8:30 a.m. – 5:00p.m. (1/2-hour meal period)

The parties recognize that the Lottery's best interests shall be the determining factor in the decision to permit an employee to work one of the alternate daily work schedules described above. The parties further recognize that in order to provide route coverage, it will not be practicable for all Sales Representatives in a district to be approved for an alternate daily work schedule. It is understood that the Lottery may temporarily suspend an alternate daily work schedule and return the employee to the normal work schedule based on the needs of the Lottery including, but not limited to, office days, travel, or special events. In the event that a Sales Representative's request for an alternate daily work schedule is denied by the district manager, the employee may within seven (7) days request in writing that the Director of Sales review such denial. The Director of Sales shall issue a written decision which shall be final, binding, and not subject to further review or the grievance procedure.

~~Upon the written request of the Federation, the issue of "alternate daily work schedules for Sales Representatives" shall be included in negotiations for Fiscal Year 2006-2007.~~

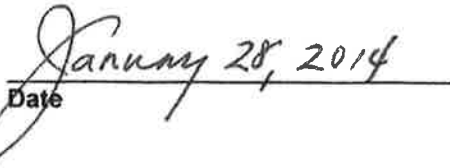
11.3 (a) Lottery will pay a Sales Representative compensatory time of 1/2 hour each way for commuting to and from the assigned territory if the nearest border

For the Lottery



Michael Mattimore  
Chief Labor Negotiator

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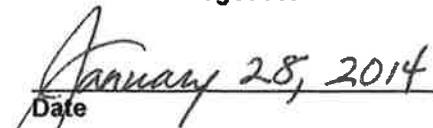
of that territory is more than 50 miles distant from the Lottery district office or the employee's residence, whichever is closer.

(b) This provision only applies to Sales Representatives involuntarily assigned to that territory. The Sales Representative is ineligible if he/she bid or otherwise selected to accept the territory.

(c) This provision only applies to assignments which postdate the effective date of this Agreement.

For the Lottery

  
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Michael Mattimore  
Chief Labor Negotiator

  
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For the Federation of Public Employees

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Business Agent

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Date

Article 12

WAGES AND PAY PLAN

SECTION 1 – General Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year ~~2013~~2014-14-15 General Appropriations Act.

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year ~~2013~~2014-14-15 General Appropriations Act.

~~SECTION 2 – General Wage Increase for Fiscal Year 2013-14~~Variable Compensation Award

The Governor's Budget Recommendations provide for discretionary, one-time lump sum interim variable compensation awards to eligible employees achieving high job performance as evidenced by the employee's performance evaluation for the January 1 through June 30, 2014 evaluation period. Awards for Outstanding and Commendable performance will \$5,000 and \$2,500, respectively, plus applicable taxes. Eligibility requirements are set forth in Section 8 – Salaries and Benefits – Fiscal Year 2014-2015 of the Governor's Recommendations. The awards shall be paid to eligible employees no later than September 30, 2014, and are subject to funding as provided in the 2014-2015 General Appropriations Act.

~~(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 \$1,400.~~

~~(B) 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.~~

For the Lottery

Michael Mattimore  
Michael Mattimore  
Chief Labor Negotiator

Date

January 28, 2014

For the Federation of Public Employees

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Business Agent

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~~(C) 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.~~

~~The Department of the Lottery 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 – Performance Pay**

The Department of the Lottery 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 5.4 – 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.

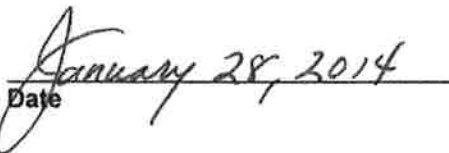
**SECTION 5 – Pay Subject to General Appropriations Act**

In the event the 2014 Legislature provides different funding or eligibility for the

For the Lottery

  
Michael Mattimore  
Chief Labor Negotiator

Date

  
January 28, 2014

For the Federation of Public Employees

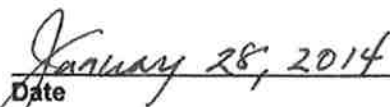
  
Jack Marziliano  
Business Agent

Date

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 Lottery

  
\_\_\_\_\_  
Michael Mattimore  
Chief Labor Negotiator

  
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Date

For the Federation of Public Employees

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Jack Marziliano  
Business Agent

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Date

Article 13

OVERTIME AND CALL BACK PAY

13.1 All bargaining unit employees in classes designated by the Lottery as "included" for overtime purposes and who work in excess of forty (40) hours in any workweek shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) hours during a work week. For purposes of computation, hours worked shall be rounded to the nearest quarter hour above the time actually worked. Payment for overtime shall be made immediately following the receipt of the time sheet for the pay period during which the overtime was worked.

13.2 Bargaining unit employees who are exempt from overtime pay pursuant to applicable laws shall accrue regular compensatory time, on an hour-for-hour basis, for all hours in excess of forty (40) in a work week or cycle which are performed at the request of the Lottery. An employee shall be entitled to accrue a maximum of one hundred sixty (160) compensatory hours per fiscal year. When an employee during the course of the fiscal year reaches the 120 hour compensatory time threshold, the employee shall meet with his/her supervisor to discuss and attempt to devise a plan within the following two pay periods for the employee's use of a reasonable amount of accrued compensatory leave credits and/or a reduction in the continued accumulation of compensatory leave credits. If, despite such efforts and due to operational needs, an employee during the course of a fiscal year accrues in excess of 160 hours of compensatory time, such employee shall use the excess compensatory leave credits within the following two payroll periods unless such request to do so are denied by the Lottery. In that event, any compensatory time not used shall be carried forward into the next fiscal year.

13.3 Bargaining unit employees who are required by the Lottery to be in "On Call" status and available to return to work during an off-duty period, as defined in Chapter 53-12.002, shall be compensated at the rate of \$2.00 per hour, and such

For the Lottery

For the Federation of Public Employees



Michael Mattimore  
Chief Labor Negotiator

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Jack Marziliano  
Business Agent

  
Date

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Date

on- call hours shall be rounded to the nearest quarter hour.

13.4 A bargaining unit employee who is called back ("Call Back Pay") to work by a supervisory beyond the employee's scheduled hours of work for that day shall be credited with the actual time worked, including travel time or a minimum of four (4) hours compensatory time, whichever is greater. Call back time does not include hours contiguous to an employee's regular scheduled hours of work. Such "Call Back Pay" shall be in addition to and exclusive of any "On-Call" pay that such employee may also be entitled to receive. An employee shall not receive both "call back" pay and "on call" pay for the same hours. Overtime hours, whether continuous or otherwise, are paid on the basis of actual hours worked.

13.5 The Lottery may grant compensatory time in lieu of the payment of overtime. Nothing shall prohibit the Lottery from paying the employee for all or part of the accrued compensatory time. The accrual and use of compensatory time shall be governed by the Lottery in accordance with the provisions of the Fair Labor Standards Act, as set forth in its rules.

For the Lottery



Michael Mattimore  
Chief Labor Negotiator

  
Date

For the Federation of Public Employees

\_\_\_\_\_  
Jack Marziliano  
Business Agent

\_\_\_\_\_  
Date

**Article 14**

**SENIORITY**

14.1 Seniority shall be defined as the total length of continuous service with the Lottery, beginning with the original date of hire. Continuous service is defined as employment without a break in service. A break in service due to a layoff is continuous service if the employee is re-employed by the State within twelve (12) calendar months from the date of separation. A break in service for resignation or reasons other than a layoff is continuous service if the employee returns to work within thirty-one (31) days from the last date worked prior to separation.

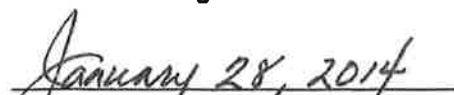
14.2 At least one (1.) month, if possible, prior to any proposed reduction in workforce, furlough, layoff, abolishment of the Lottery, a division or job classification, the Lottery shall notify the Federation and the parties shall meet in order to explore alternatives.

14.3 The parties agree to reopen, at the request of either party, the subject of whether seniority will be considered as a factor in a reduction in force, layoff and recall.

14.4 Seniority within the organizational unit shall be considered, but is not controlling, to govern the use of regular compensatory time, annual and holiday leave, the choice of work shifts, routes, and the opportunity to work overtime. The parties agree that, when the Lottery determines to change an employee's work shift or route assignment, the employee's seniority shall be considered, but is not controlling, to retain the current work shift or route assignment. In the event employees have the same seniority date, then those employees' names shall be drawn by chance to determine the employee having the next applicable selection. Employees shall lose their seniority as a result of termination, retirement, or the unauthorized failure to return from military, family, medical, or any other type of leave defined in the Agreement or Lottery rules, whether such leave is compensated or not. "Unauthorized" means the failure to secure Lottery approval.

**For the Lottery**

  
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**Michael Mattimore**  
**Chief Labor Negotiator**

  
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**Date**

**For the Federation of Public Employees**

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**Jack Marziliano**  
**Business Agent**

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**Date**



**Article 15**

**PROMOTIONS, JOB POSTING, FILLING VACANCIES AND NEW POSITIONS**

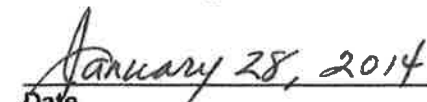
15.1 In the event of a vacancy, creation of a new position, or promotional opportunity within the bargaining unit, the Lottery shall post or otherwise notify employees. Where possible, the notification shall be advertised for seven (7) consecutive calendar days and include a summary of the job description, rate of pay and deadline for submitting an application.

15.2 Lottery employees shall be considered for promotions within the bargaining unit before non-Lottery employees. Seniority will be considered as a factor in filling a position.

15.3 Promotion is defined as an increase from an employee's current pay grade to a higher level pay grade.

**For the Lottery**

  
\_\_\_\_\_  
**Michael Mattimore**  
**Chief Labor Negotiator**

  
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**Date**

**For the Federation of Public Employees**

\_\_\_\_\_  
**Jack Marziliano**  
**Business Agent**

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**Date**

**Article 16**

**WORKING OUT OF CLASSIFICATION**

16.1 When an employee is temporarily assigned to a higher pay classification or to perform out-of-title-work, or in an acting capacity for a period of more than ten (10) consecutive work days, the employee shall receive the minimum rate of pay of the higher classification, or a rate of pay of not less than five (5) percent above the employee's current base rate of pay, whichever is higher.

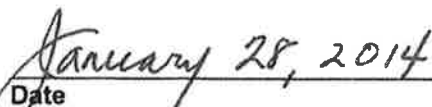
16.2 An employee may be temporarily assigned to a lower paid classification by the Lottery for other than disciplinary or performance-based reasons. These employees shall be compensated their regular rate of pay.

This Article does not apply to an assignment to work in two different pay classifications.

**For the Lottery**



**Michael Mattimore**  
Chief Labor Negotiator

  
Date

**For the Federation of Public Employees**

\_\_\_\_\_  
**Jack Marziliano**  
Business Agent

\_\_\_\_\_  
Date

**Article 17**

**INSURANCE AND BENEFITS**


17.1 The parties agree that the Lottery will administer the State Employees Group Health Self Insurance Plan in accordance with the applicable fiscal year's General Appropriations Act.

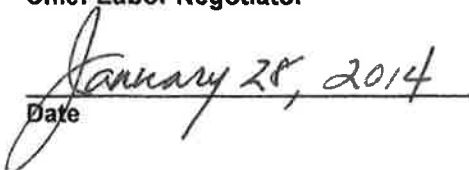
17.2 These benefits include, but are not limited to:

- (a) Health Insurance
- (b) Life Insurance
- (c) Dental Insurance
- (d) Educational Support

17.3 The Department of Management Services shall develop a budget-neutral proposal to provide employer contributions to employee Health Reimbursement Accounts equal to \$600.00 per year per employee enrolled in a state-sponsored health plan. The funding necessary to support these contributions would be based on increased employee cost-sharing provisions in a state-sponsored health plan, thus resulting in a reduction in the amount of required employer health plan contributions to maintain budget-neutrality. The proposal, including necessary budget and subscriber premium adjustments, shall be provided to the Executive Office of the Governor by July 1, 2014, to allow for necessary and timely approvals by the Legislative Budget Commission for statewide implementation on January 1, 2015.

**For the Lottery**

  
\_\_\_\_\_  
**Michael Mattimore**  
Chief Labor Negotiator

  
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Date

**For the Federation of Public Employees**

\_\_\_\_\_  
**Jack Marziliano**  
Business Agent

\_\_\_\_\_  
Date

**Article 18**  
**LEAVES**

18.1 The parties agree that should the Lottery elect to establish, make changes, combine or modify attendance and leave rules or policies, the Lottery will furnish the Federation a copy of said changes in accordance with the provisions of Article 3.1.s., Management Rights.

18.2 Leave Benefits include, but are not limited to:

- (a) Sick Leave
- (b) Leave of Absence Without Pay
- (c) Annual Leave
- (d) Disability Leave
- (e) Military Leave
- (f) Administrative Leave

18.3 Any bargaining unit employee who is a reserve member of the U.S. Armed Forces or the Florida National Guard shall be eligible for paid leaves of absence for compulsory, temporary duty, and unpaid military leave pursuant to Florida Statutes and federal law. Where permitted by the Reserve or National Guard component, any request for military leave shall be submitted no later than 72 hours after the bargaining unit employee is notified of the active duty or training and such request will be accompanied by appropriate documentation for the military unit commander.

**For the Lottery**

  
\_\_\_\_\_  
**Michael Mattimore**  
**Chief Labor Negotiator**

  
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**Date**

**For the Federation of Public Employees**

\_\_\_\_\_  
**Jack Marziliano**  
**Business Agent**

\_\_\_\_\_  
**Date**

**Article 19**

**HOLIDAYS**

19.1 If the holiday is observed on a bargaining unit employee's regular day off, and the employee is not required to work, the employee will be granted eight (8) hours of holiday compensatory time.

19.2 (a) If the designated holiday falls on a weekend and is observed on another day as set forth in Section 110.117(1) (j), Florida Statutes, an employee who works on the observed holiday shall be compensated at the rate of 1 ½ times the employee's hourly base rate of pay for all hours worked on the holiday and shall receive up to 8 hours holiday compensatory leave credits.

(b) If an employee is required to work only on the designated holiday, but not on the observed holiday, the employee will be compensated at the rate of 1 ½ times the employee's hourly base rate of pay for all hours worked on the designated holiday and shall receive up to 8 hours regular compensatory leave credits.

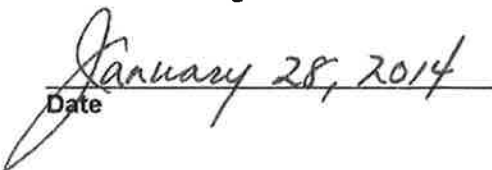
(c) If an employee is required to work both the observed and designated holidays, the employee will be compensated at the rate of 2 ½ times the employee's hourly base rate of pay for all hours worked on the designated holiday, and shall be compensated at the rate of 1 ½ times the employee's hourly base rate of pay for all hours worked on the observed holiday and shall receive up to 8 hours holiday compensatory leave credits for hours worked on the observed holiday.

(d) For calculation purposes, the Memorial Day holiday is both designated and observed as the last Monday in May. If an employee is required to work on Memorial Day, the employee will be compensated at the rate of 1 ½ times the employee's hourly base rate of pay for all hours worked on the holiday and shall receive up to 8 hours holiday compensatory leave credits for hours worked on the holiday.

(e) Employees who receive compensation under these provisions for working on a holiday are not eligible for call back pay for working on the holiday.

For the Lottery

  
\_\_\_\_\_  
Michael Mattimore  
Chief Labor Negotiator

  
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For the Federation of Public Employees

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Jack Marziliano  
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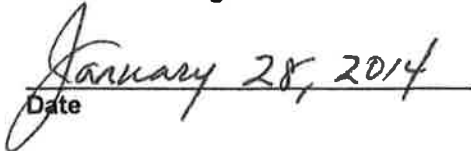
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(f) Holiday compensatory leave hours earned by working on a holiday must be used by the end of the fiscal year. Any unused holiday compensatory leave hours shall be forfeited upon the close of business on June 30 of each fiscal year.

For the Lottery



Michael Mattimore  
Chief Labor Negotiator

  
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For the Federation of Public Employees

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Date

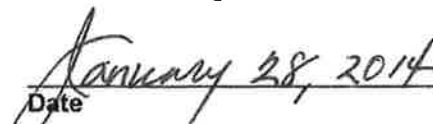
**Article 20**  
**SUBCONTRACTING**

20.1 Except in an exigent situation, the Lottery will attempt to provide the Federation thirty (30) calendar days advance notice of any Lottery decision to subcontract bargaining unit work. Such notice shall not impede or prevent the Lottery from effecting the Lottery's decision to subcontract bargaining unit work.

20.2 Any displaced unit member will be provided preferential consideration for another vacant and funded position within the Lottery. Such unit member shall be required to satisfy the qualifications for said position. Transitional established in-house training will be made available for a reasonable amount of time to assist any displaced unit member in satisfying the minimum job skills, knowledge, and abilities to perform the essential functions of the vacant position.

For the Lottery

  
\_\_\_\_\_  
Michael Mattimore  
Chief Labor Negotiator

  
\_\_\_\_\_  
Date

For the Federation of Public Employees

\_\_\_\_\_  
Jack Marziliano  
Business Agent

\_\_\_\_\_  
Date

**Article 21**

**STRIKES, SLOWDOWNS, AND LOCKOUTS**

21.1 The Federation agrees that there shall be no strikes, work stoppages, picket lines, slowdowns, boycotts or concerted failures or refusals to perform assigned or scheduled work, as defined by Chapter 447, Part II, Florida Statutes. The Federation further agrees that its selected officers, agents, stewards or other representatives will not authorize, institute, aid, condone, or engage in slowdowns, work stoppages, or strikes, nor will they engage in other activities which are prohibited by Section 447, Part II, Florida Statutes.

21.2 The Federation supports the Lottery in maintaining normal operations and agrees that its officers, agents, representatives, or stewards shall, to the fullest extent possible, abide by the provisions of this Article and the law by remaining at work during any interruption by others and to make every effort to compel bargaining unit members to cease their engagement in the activities defined above and return to work.

21.3 The Lottery agrees that there shall be no lockouts of bargaining unit employees, except in response to a strike, as defined in this provision.

**For the Lottery**



**Michael Mattimore**  
Chief Labor Negotiator

Date

*January 28, 2014*

**For the Federation of Public Employees**

\_\_\_\_\_  
**Jack Marziliano**  
Business Agent

Date

\_\_\_\_\_



**Article 22**

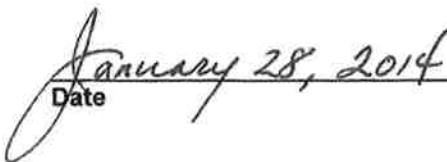
**DRUG-FREE WORKPLACE**

22.1 The Department of the Lottery has a legal responsibility and management obligation to ensure a safe work environment, as well as a paramount interest in protecting the public, by ensuring that its employees have the physical stamina and the emotional stability to perform their assigned duties. A basic requirement and/or condition of employment must be an employee who is free from drug/alcohol dependence, illegal drug use, or drug/alcohol abuse.

22.2 As such, employees of the bargaining unit will be subject to Section 112.0455 and Chapter 440, Florida Statutes, with regard to drug testing procedures.

**For the Lottery**

  
\_\_\_\_\_  
**Michael Mattimore**  
**Chief Labor Negotiator**

  
\_\_\_\_\_  
**Date**

**For the Federation of Public Employees**

\_\_\_\_\_  
**Jack Marziliano**  
**Business Agent**

\_\_\_\_\_  
**Date**

**Article 23**  
**POLITICAL ACTIVITY**

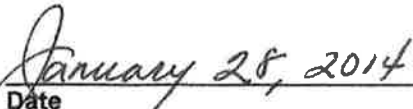
23.1 The parties will continue to follow the policies set forth in Chapter 53-19 of the Lottery's rules regarding authorized political activity.

For the Lottery



Michael Mattimore  
Chief Labor Negotiator

Date



For the Federation of Public Employees

\_\_\_\_\_  
Jack Marziliano  
Business Agent

\_\_\_\_\_  
Date

**Article 24**

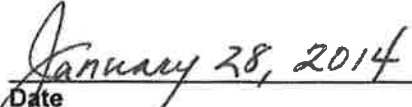
**REPRODUCTION OF THE AGREEMENT**

The Florida Lottery will maintain an electronic version of the parties' Agreement on its Intranet system. The Federation agrees to provide the copies of the parties' Agreement to the designated On-Site Representatives.

**For the Lottery**



**Michael Mattimore  
Chief Labor Negotiator**

  
Date

**For the Federation of Public Employees**

\_\_\_\_\_  
**Jack Marziliano  
Business Agent**

\_\_\_\_\_  
**Date**


**Article 25**

**DUAL OR SECONDARY EMPLOYMENT**

25.1 The acceptance of dual employment by bargaining unit employees is governed by Section 53-19.005 of the Lottery's rules. A conflict of interest exists where the bargaining unit employee accepts employment with a retailer, vendor, affiliate of the Lottery, or entity which does business with the Lottery, or which violates the Personnel Code of Ethics set forth in Section 53-22.001, Florida Administrative Code and Chapter 112, Part III, Florida Statutes, and the rules promulgated thereunder.

25.2 In order to be eligible for secondary employment, an employee must make a request to his/her immediate supervisor for the secondary employment. Such approval upon the furnishing of necessary information shall not be unreasonably delayed.

**For the Lottery**



Michael Mattimore  
Chief Labor Negotiator

Date

January 28, 2014

**For the Federation of Public Employees**

\_\_\_\_\_  
Jack Marziliano  
Business Agent

Date

**Article 26**

**UNIFORMS**

In regard to uniforms for Sales Representatives and Lottery Marketing Specialists, the parties agree as follows:

26.1 Subject to funding as determined by the Lottery, each employee shall be provided with five (5) knit polo style short-sleeved shirts and a windbreaker style jacket for identification purposes. The Lottery shall solely determine the color, style, marking, and all other components of the apparel. The Lottery will make a good faith effort to provide gender-appropriate shirts.

26.2 Employees shall be responsible for laundering the apparel which shall be maintained in such a manner as to ensure a uniform appearance and otherwise comply with the Lottery's Personal Appearance policy. This apparel shall be not be worn as off- duty clothing and shall not be used in any manner which reflects unfavorably on the Florida Lottery.

Unless otherwise approved by the Lottery in advance, this apparel shall be the normal "on-duty" attire for employees. At the discretion of the Lottery, the apparel shall be replaced as deemed necessary based on normal wear and tear. The Lottery agrees to sell additional apparel to employees with no mark-up beyond the cost of the apparel plus sales tax and reasonable shipping and handling fees.

**For the Lottery**

  
\_\_\_\_\_  
**Michael Mattimore**  
**Chief Labor Negotiator**

  
\_\_\_\_\_  
**Date**

**For the Federation of Public Employees**

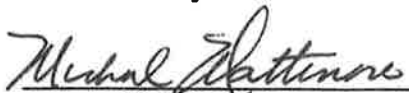
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**Jack Marziliano**  
**Business Agent**

\_\_\_\_\_  
**Date**

**Article 27**  
**SUCCESSOR CLAUSE**

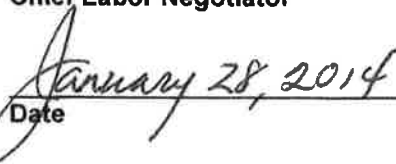
27.1 The provisions of this Agreement shall be binding on any and all successor employers as determined by the Public Employees Relations Commission and any reviewing court of appeals.

**For the Lottery**



Michael Mattimore  
Chief Labor Negotiator

Date



**For the Federation of Public Employees**

\_\_\_\_\_  
Jack Marziliano  
Business Agent

Date

\_\_\_\_\_

**Article 28**

**SAVINGS CLAUSE**

28.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

28.2 This Agreement, upon execution by the Federation and the Lottery, supersedes and cancels all prior practices and understandings predating this Agreement, except that all pay and benefit provisions, work rules, and regulations set forth in Chapter 53 of the Lottery rules and the applicable portions of Chapter 24, Florida Statutes, and all other written policies and procedures of the Lottery, which were in effect prior to the effective date of this Agreement, which were not specifically modified by this Agreement, shall be binding on the parties and bargaining unit members during the term of this Agreement. This provision is not intended to define the subject matter of a grievance.

For the Lottery



Michael Mattimore  
Chief Labor Negotiator

Date

January 28, 2014

For the Federation of Public Employees

\_\_\_\_\_  
Jack Marziliano  
Business Agent

\_\_\_\_\_  
Date

**Article 29**

**TOTALITY OF AGREEMENT**

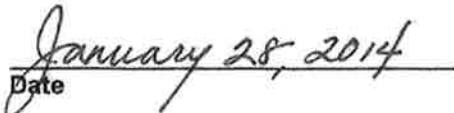
29.1 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right to and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Lottery and the Federation, for the duration of this Agreement, each voluntarily and unqualifiedly agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or executed the Agreement.

29.2 The Lottery and Federation recognize and agree that the provisions contained herein and as governed by Article 28 (Savings Clause), contain the entire Agreement of the parties on all matters which have been, or which could have been, negotiated by and between the parties prior to the execution of this Agreement.

For the Lottery



Michael Mattimore  
Chief Labor Negotiator

  
Date

For the Federation of Public Employees

\_\_\_\_\_  
Jack Marziliano  
Business Agent

\_\_\_\_\_  
Date



Article 30

TERM OF CONTRACT

30.1 This agreement shall be effective as of the first day of July, ~~2010~~2014, and shall remain in full force and effect through the thirtieth of June, ~~2013~~2015.

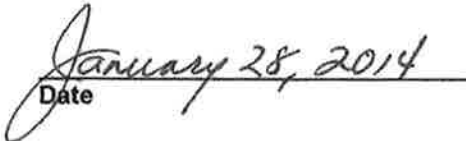
~~30.2 Renegotiations for fiscal year 2011-2012 covered by the agreement shall begin no later than November 30, 2010, and shall include Article 12, Wages and Pay Plan, and up to two (2) additional articles to be chosen by each party during each fiscal year covered by this agreement.~~

30.32 In the event that either party desires to renegotiate this agreement, it must provide written notice to the other party at least sixty (60) days prior to the expiration date.

The failure to provide such notice relieves the other party of renegotiating a replacement agreement and permits the employer to make changes or modifications in the wages, hours, terms and conditions of employment set forth in the expired agreement.

For the Lottery

  
\_\_\_\_\_  
Michael Mattimore  
Chief Labor Negotiator

  
\_\_\_\_\_  
Date

For the Federation of Public Employees

\_\_\_\_\_  
Jack Marziliano  
Business Agent

\_\_\_\_\_  
Date

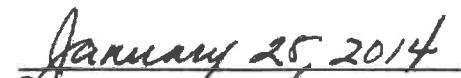
**Appendix A**

ADMINISTRATIVE AND SUPPORT BARGAINING UNIT

<u>Class Title</u>	<u>Class Code</u>
Administrative Assistant I.....	3901
Administrative Assistant II.....	3902
Contract Compliance Coordinator.....	2412
Customer Service Representative.....	3817
Financial Clerk.....	4319
Information Center Analyst 1.....	5502
Information Center Analyst 11.....	9523
Lottery Computer Systems Operator III.....	2508
Lottery Marketing Specialist III.....	3707
Lottery Showvan Specialist.....	9717
Mail Operations Clerk.....	7420
Mail Operations Specialist.....	7422
Network Communications Analyst I.....	9401
Network Communications Specialist I.....	9503
Network Communications Specialist II.....	9504
Network Communications Specialist III.....	9505
Production Control Analyst.....	9532

**For the Lottery**

  
**Michael Mattimore**  
Chief Labor Negotiator

  
Date

**For the Federation of Public Employees**

\_\_\_\_\_  
**Jack Marziliano**  
Business Agent

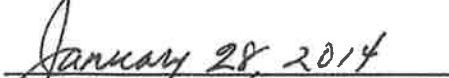
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Date

Purchasing Assistant II .....	3405
Retailer Contract Specialist.....	7901
Sales Representative.....	6709
Senior Lottery Computer Systems Operator...	9506
Support Services Specialist.....	7424
Support Services Team Leader.....	7426

Excluded from this list are all managerial employees, confidential employees, professional employees, supervisory employees and security employees employed by the Lottery, as defined by the Florida Public Employees Relations Commission, in Case No. RC-95-036.

For the Lottery

  
\_\_\_\_\_  
Michael Mattimore  
Chief Labor Negotiator

  
\_\_\_\_\_  
Date

For the Federation of Public Employees

\_\_\_\_\_  
Jack Marziliano  
Business Agent

\_\_\_\_\_  
Date