



Committee:

JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING

Senator Hooper, Alternating Chair
Representative McClain, Alternating Chair

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

Thursday, January 23, 2020
2:30—4:30 p.m.
Pat Thomas Committee Room, 412 Knott Building

Bill Galvano
President



Union's Impasse Position

The Union and the State are at Impasse on nine items: Article 1 – Recognition; Article 3 – Dues Checkoff; Article 5 – Union Activities; Article 6 – Grievance Procedure; Article 7 – Discipline; Article 8 – Workforce Reduction; Article 11 – Classification Review; Article 18 – Leaves of Absence, Hours, Disability Leave; and Article 25 – Wages.

Article 1 – Recognition

Article 1 is usually a standard article where the Employer recognizes the employee's union as per the Public Employees Relations Commission (PERC) certification. However, Section 2 of Article 1 mentions that a group of State employees categorized as "Other Personal Services (OPS)" and are not part of the bargaining unit recognized by PERC. Section B specifically states that OPS employees will not be used to erode the bargaining units. OPS employees are budgeted into the agencies operating costs, provided with comparable wages and regular State medical benefits. The State has developed the practice of using OPS employees on a continual basis and many times for more than 2 years. It is the practice of using these employees for more than 2 years that has caused the Union to propose that these OPS employees, if employed for more than 2 years in this status, be converted to Career Service employees. They are doing the work, they are qualified, the State has a need for them, and after 2 years employment they deserve the benefits of the FRS and days off with pay as career service employees. Thus, they will cease from undermining and eroding the bargaining unit as approximately 10,000 OPS employees are currently working.

Article 3 – Dues Checkoff

Article 3 is currently a "Vacant" Article. It is standard practice for a dues deduction article to be in a Union Contract and until recently it was as Article 3. The Union is proposing to reinsert this Article in to the Contract as it provides a clear understanding to the members as to how dues are collected by the Union and provides a clear indemnification to the State for any errors committed during the dues collection process.

Article 5 – Union Activities

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Article 5 provides the State, Union officers and employees with a clear understanding as to the parameters of what comprises union activity. The State and the Union are in agreement over the majority of these conditions however a few issues remain unresolved.

- Section 6 B – Management proposed, and the Union accepted the change to this Section which is notification to employees of a Union Representative on premises if a 4-day advance appointment is made. It should be noted that credit unions, insurance companies, medical supplement providers, etc., currently have this benefit.
- Section 8 B – Management proposed, and the Union accepted the change to this Section since it was to delete part of a sentence and move it to Section 8 C.
- Section 8 C – Management proposed, and the Union accepted some of the changes to this Section. Management reinforces the past practice of negotiations being conducted under administrative leave for state employees participating in the process. The Union inserted the word “paid” before administrative leave to ensure no misunderstanding in the future. Management also proposed that the Union Negotiating Committee members contact their individual agencies to participate in the negotiations process. The Union maintains that the Department of Management Services (DMS) remain the main point of contact for the negotiations as we negotiate one contract with the State, not individual contracts with the agencies.
- Section 8 D – Management is proposing this section as currently there is a Memorandum of Understanding (MOU) covering the contract ratification process between the State and the Union. This section brings that MOU to the contract however the State has proposed curtailing the time state employees need for the ratification process. The Unions position is that the time the employees need to cover and fulfill the obligations of the ratification process, is the time that is needed. The current MOU does not limit the time needed as it accommodates the vast distances within the State of Florida, the mechanics of setting up and tearing down the vote, and the need of the state employees conducting the vote in terms of a meal during the period – as the vote is conducted during a meal period so as not to interrupt the flow of State business. Also, again, the Union’s proposal includes that DMS maintain jurisdiction over the process as it currently has since this is a state-wide process that crosses agencies.
- Section 11 – Benefit Fairs. The Union has proposed that this employee organization be provided with access to the Benefit Fairs the State holds on an annual basis. The Union provides education, insurance, discount benefits to the employees. The State provides space and access to outside vendors once a year yet it denies or lets the Union know to of these fairs too late for the Union to have a presence. This proposal would mandate Management to allow the Union the opportunity to participate in these events.
- Section 12 – Orientation. It is imperative that the Union be given the opportunity to address new employees during their orientation period. The change incorporated to the Florida Retirement System (FRS) regarding the default opt in makes this a necessity. New employees must be educated as to their options when selecting a defined benefits plan for retirement or a 401K plan. It is in the State’s and Union’s interest that the FRS remain strong and viable and access to orientation of new employees is how. It should be

noted that several Unions currently have this right in their contracts with the state thus this is neither an unreasonable nor a groundbreaking proposal.

- Section 13 – Local Communications. The State of Florida is vast and the State government must cover it to provide all its citizens services. The Union is composed of State employees through the state government. To properly service the employees, which translates to educate and represent, the Union has proposed administrative leave for its 12 local presidents to meet this need. This time would be restricted to 8 hours per week and exclusively for representational and educational activities that are in the best interest of the State and its employees.

Article 6 – Grievance Procedure

The State and the Union for the last several years have undertaken a serious review of the grievance procedure to attain resolutions to conflicts in a relatively short time.

- The Union can agree to most of Managements except Section 6 (k) as the Union prefers that costs for transcripts remain the same.
- The Union also proposes in order to correct a major flaw in the grievance procedure as currently written – Section 6 (i) 3. The Union’s proposal ensures that arbitrators have the authority to decide a case based on its merits. The current contract restricts arbitrators from determining the correct discipline should management over discipline. This authority should be allowed since it returns to the arbitrator the necessary tool he/she needs to bring fairness to the Grievance Procedure.

Article 7 – Discipline

The Union’s proposal intends to bring back into the contract a normal standard that most contracts recognize – including other contracts the State has with other Unions. Should an employee be disciplined, and that employee maintains a discipline free time period of a year for oral reprimands or 2 years for written reprimands, then the discipline should be sealed and considered invalid. Employees that work hard and learn from their mistakes should not be penalized by not having the opportunity to clear their records. The State does not recognize corrected behavior when determining an employee’s character for promotions or minor mistakes. An employee that has learned from his/her mistakes, has not caused any kind of further problems, should be recognized and the record sealed. This was recognized in previous contracts with AFSCME and as stated, it is currently recognized with other bargaining units in their contracts by the State.

Article 8 – Workforce Reduction

The Union’s proposal is a request for fairness. The contract should reflect that should a state worker be laid-off through no fault of their own, and should an position arise to which the laid-off employee is qualified, re-call the employee. Currently laid-off employees have the right for

“first interview”, the right to be interviewed for a job they have been trained for, qualified for, and been successful at. The standard throughout Florida and the nation is that employees that are laid-off through no fault of their own, should be re-called should a position open up. The Union has proposed that this standard be incorporated into the contract at for 1-year period after the lay-off.

Article 11 – Classification Review

In recent negotiations the State and the Union agreed to add DMS to Section 1 of this Article. Both parties agree to remove DMS from this article except the State is proposing to eliminate the Article completely. The Union disagrees since this Article is vital to State employees as it gives employees a venue to seek help when they feel their workload is too much or they are being assigned work outside their classification. The Union’s proposal will leave the issue with the secretary of each particular agency as well as the final decision. Thus, there is no need to leave State employees with no recourse should they seek help in those areas.

Article 18 - Leaves of Absence, Hours, Disability Leave

The Union brings to your attention through this proposal an issue that should not be an issue now-a-days: Lunch period for employees. The current contract in Article 18 Section 4 covers rest periods, however it does not cover lunch periods. It has come to the attention of the Union that at some facilities employees are not granted a lunch period. Thus, to Article 18 Section 4 we have proposed subsection (C): “No supervisor shall unreasonably prevent employees from using a minimum of a 30-minute meal period during each work shift. When not practicable, management will stand-in and find/provide relief to allow employees time to consume lunch.” The language proposed is clear, employees should have time to eat something during their shift, and if not the full 30 minutes, then management can help in making sure employees can sustain themselves during the shift.

Article 25 – Wages

It is the Union’s position that a 5% across the board and a 2% cost-of living increase (COLA) is not only reasonable but also long overdue for state employees. It should be noted that contrary to common belief, State employees have not received, do not receive, and will not receive a COLA increase unless it is negotiated, or the Legislature incorporates it in the budget.

The Administration through the State Personnel System Annual Workforce Report by the Department of Management Services has stipulated for years the following:

- Florida has the lowest ratio of public employees per residents of all fifty states.
- Florida has the lowest payroll cost for state employees per residents of all 50 states.
- Average salaries for non-exempt, non-management state personnel continues to decline.

- The gap between the average salaries for state employees and public sector employees continues to grow.
- Turnover rate is rising among state employees

State employees have been asked to absorb the work of those employees that have not been replaced. Please remember that besides absorbing the work of employees not being replaced they are also dealing with the increase of workload due to Florida's continued population growth. They have complied and are meeting the public's needs. The new administration has not acknowledged this and did not propose an increase for state workers in their proposed budget. As you could see in the attachments, State employees since 2008 have only received 2 wage increases and 1 net wage decrease when the 3% mandated contribution to the FRS went into effect.

We ask that the Legislature, starting with this Committee, to recognize the important, detailed and good work state employees do. The Union asks that this Committee start the process to provide a wage increase to State employees.

Respectfully Submitted,

Hector R. Ramos, Coordinator
AFSCME Florida Council 79
Region 2

Article 1

RECOGNITION

SECTION 1 – Inclusions

(A) The state hereby recognizes the Florida Public Employees Council 79, American Federation of State, County and Municipal Employees, AFL-CIO, (Union) as the representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Human Services, Professional, Operational Services, and Administrative and Clerical Bargaining Units.

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

(C) Attached as Appendix A is the Broadband Names and Classification Titles in the Administrative/Clerical (01), Operational Services (02), Human Services (03), and Professional (05) Bargaining Units. The parties acknowledge that there may have been occupations/classifications added or deleted since the last unit clarification that may require a modification of Appendix A. The Parties agree ~~that within six months of the ratification of this Contract they will jointly submit a unit clarification petition to the Public Employees Relations Commission in an effort to update the certification.~~

SECTION 2 – Exclusions

(A) This Contract specifically excludes managerial, supervisory, and confidential employees as determined by PERC, temporary employees as defined in Rule 60L-33.003, Florida Administrative Code, and persons paid from Other Personal Services (OPS) funds as defined by Florida Statutes.

(B) The state recognizes the integrity of these certified bargaining units and will not use Other Personal Services (OPS) appointments for the purpose of eroding these bargaining units.

However, should an OPS employee be employed for 2 years or more, performing

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bargaining unit work, said employee will be converted to a Career Service Employee and a member of the recognized bargaining unit.

SECTION 3 – New Positions/Occupation Profiles

(A) When the state establishes a new position/occupation profile that would be included within a bargaining unit, the Union will be given advance notice in writing as to the state’s determination of the bargaining unit into which the new position/occupation profile will be assigned. If the parties disagree on unit placement, either party may submit the matter to PERC for resolution.

(B) When the state has decided that a revision of an occupation profile for positions covered by this Contract is needed, the Department of Management Services shall notify the President of the Union in writing of the proposed changes. The President of the Union shall notify the Department of Management Services, in writing, within 30 calendar days of any comments it has concerning the proposed changes, or of its desire to discuss them. 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). Appeals by the Union under this section shall first be submitted to the Department of Management Services and, if not resolved at that level, the Union may submit the issue to PERC.

SECTION 4 – Impact Bargaining

(C) Whenever the state is exercising a management right recognized by this Contract, the Union retains the right to bargain over the impact of any proposed changes.

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Article 3
DUES CHECKOFF

SECTION 1 – Deductions

- (A) During the term of this Contract, the State, by and through its respective agencies, agrees to deduct union membership dues and uniform assessments, if any, in an amount established by the Union and certified in writing by the President of Council 79 to the State, from the pay of those employees in the bargaining units who individually make such request from the pay of those employees in the bargaining units who individually make such request on a written checkoff authorization form provided by the Union. Such form is to be submitted to the employing agency, which will process the deduction will be made by the agency when other payroll deductions are made submitted for payment through the state payroll system. The deduction will begin with the pay for the first full pay period following receipt-submission of the authorization by the agency.
- (B) The Union shall advise the State Department of Management Services) of any uniform assessment or increase in dues in writing at least 30 days prior to its effective date.
- (C) This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.
- (D) Employee organization dues deduction will be provided for the certified bargaining agent only.

SECTION 2 – Remittance

- (A) Deductions of dues and uniform assessments, if any, shall be ~~remitted exclusively to the President of Council 79, by the respective agencies processed by the Bureau of State Payrolls,~~ on either a biweekly or monthly cycle. along with a The Bureau will make available to the Union the

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remittance for the deductions and a list containing names, social security numbers, employing agency, division, district, institution, and amount deducted, of the employees for whom the remittance is made within 30 days, or as soon as practicable, after the deductions are processed.

- (B) The State will ~~attempt to~~ forward the list and deductions to the Union within 30 days, or as soon as practicable, after the deductions. are made and in all cases as soon as practicable.
- (C) Employees' transfers or promotions between or within these certified bargaining units shall not require the submission of new dues authorization forms.

SECTION 3 – Insufficient Pay For Deduction

In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, and insurance, are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

SECTION 4 – Termination Of Deduction

- (A) Deductions for Union dues and/or uniform assessments shall continue until either:
 - 1) revoked by the employee by providing the employing agency State and the Union with 30 days written notice that the employee is terminating the prior checkoff authorization;
 - 2) revoked pursuant to Section 447.507, Florida Statutes;
 - 3) the termination of employment; or
 - 4) the transfer, promotion or demotion of the employee out of these bargaining units.
- (B) When an employee returns from an approved leave status, dues deductions shall continue if that employee had previously submitted a Dues Checkoff Authorization Form.

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SECTION 5 – Indemnification

The Union shall indemnify, defend and hold the State of Florida, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the State, its officials, agents and employees in complying with this Article. The Union shall promptly refund to the State any fund received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the State or its agencies have agreed to deduct.

SECTION 6 – Exceptions

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

SECTION 7 – Processing the Dues Checkoff Authorization Form

- (A) The Dues Checkoff Authorization Form (~~Appendix B~~) supplied by the Union shall:
 - (1) ~~be in strict conformance with Appendix B;~~
 - (2) be the only used by bargaining unit for processing prior to submission to the State.

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

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

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Article 5
UNION ACTIVITIES AND EMPLOYEE REPRESENTATION

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

SECTION 1 – Definitions

(A) Employee, as used in this Contract, means a state employee included in one of the bargaining units represented by the Union.

(B) Local President, as used in this Contract, means a state employee who is a Union member elected by members to be president of a Union local. A President may serve as a member of the Negotiation Committee, and may also attend consultations when requested by a Union Regional Director or above, and may serve as a Steward.

(C) Steward, as used in this Contract, means a state employee who has been designated by the President of AFSCME Council 79 to investigate grievances at the Oral Step and to represent grievants at the Oral Step and Step 1 meetings on grievances which have been properly filed under Article 6 of this Contract when the Union has been selected as the employee's representative.

(D) Union Staff Representative, as used in this Contract, means a person employed by the Union who represents employees in various capacities including Step 2 and Step 3 grievances, mediations, arbitrations, and consultations.

SECTION 2 – Designation of Employee Representatives

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

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

(1) Agency/Regional/District Headquarters Locations

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

(2) Institution

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

(3) Remote/Satellite Work Locations

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

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

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

(1) A Steward will not be allowed to investigate the Steward's own grievance during the Steward's scheduled work hours.

(2) Time spent by a Steward in investigating another employee's grievance during regular work hours shall be considered time worked and will be the minimum amount of time necessary to perform the specific investigation involved.

(3) A Steward, authorized by the Union to represent employees in one or more of the collective bargaining units covered by this Contract, shall be allowed to represent an employee in any such designated collective bargaining unit covered by this Contract; however, the Steward must be selected from those Stewards within the same work unit as the grievant's work unit. If no Steward is located in the grievant's work unit, the Steward must be selected from the work unit which is located closest to the grievant's work location, subject to the limitations prescribed in Article 6.

(4) Stewards will not be subject to reprisal for carrying out their responsibilities in representing employees as described in this Section. Stewards have a corresponding responsibility to carry out their responsibilities in a professional manner.

SECTION 3 – Bulletin Boards

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

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

- (1) Recreational and social affairs of the Union;
- (2) Union meetings;
- (3) Union elections;

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- (4) Reports of Union committees;
- (5) Union benefit programs;
- (6) Current Union contract;
- (7) Training and educational opportunities;
- (8) Decisions reached through consultation meetings, as approved by the Chief Negotiator of the Department of Management Services; and/or
- (9) Notices of wage increases for covered employees.

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

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

(E) Posting materials may be sent by the Union to Stewards to their work sites via work email addresses for printing and posting on authorized bulletin boards. Such printing shall be done in black and white format only and shall be done in a reasonable manner to accommodate work unit operations.

SECTION 4 – Employee Lists

(A) Upon request of the President of AFSCME Council 79 on no more than a quarterly basis, the state will provide it with personnel data from the state personnel database (People First) at no cost to the Union. 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

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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 5 – Occupation Profiles/Rules

The state will inform the President of AFSCME Council 79 of revisions to the occupation profiles for positions within these bargaining units and revisions to the Rules of the State Personnel System. The occupation profiles and Rules of the State Personnel System are maintained and accessible to the Union on the Department of Management Services' website.

SECTION 6 – Representative Access

- (A) The state agrees that representatives of the Union shall have access to the premises of the state that are available to the public.
- (B) Upon the Union's written request of an agency at least four days before a proposed visit to its premises during regular business hours, the agency shall confirm to the Union the space to be utilized. If appropriate space is not available at the time requested, the agency shall provide the Union with dates on which such space is available. The agency shall notify its employees at the site by email of the date, time, and location of the confirmed meeting.
- ~~(B)~~(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. Such access shall be during the regular working hours of the employee and shall be to investigate an employee's grievance.

SECTION 7 – Consultation

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

(B) If a Union Staff Representative (no lower than a Union Regional Director) requests to meet and consult with an Agency Head and/or designee(s), the Agency Head and/or designee(s)

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shall make a good faith effort to meet and consult with the Union Staff Representative and not more than six Union representatives from the Agency. A President of the Local or designee may attend the requested meeting as one of the six Union representatives, provided that any required travel is limited to a maximum of 50 miles (one way) from his official work location. Such meetings shall be held at a time and place to be designated by the Agency Head or designee after consulting with the Union Staff Representative.

(C) If a Union Regional Director requests to meet and consult with a Step 1 Management Representative and/or his designee(s), the Step 1 Management Representative and the Regional Director and/or the Regional Director's designated Union Staff Representative, along with no more than three Union representatives, shall make a good faith effort to meet and consult. A Local President may attend the requested meeting as one of the three Union representatives, provided that any required travel is limited to a maximum of 50 miles (one way) from his official work location. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative after consulting with the Regional Director.

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

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Contract and any 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) Decisions reached through consultation meetings shall be reduced to writing and a copy furnished to the Chief Negotiator of the Department of Management Services and the President of AFSCME Council 79 within 30 days following the meeting.

SECTION 8 – Negotiations and Ratifications

(A) The Union agrees that all collective bargaining is to be conducted with the state representatives designated for that purpose by the Governor, as chief executive officer. While negotiating meetings shall normally be held in Tallahassee, the state and the Union may mutually agree to meet elsewhere at a state facility or other

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location which involves no rental cost to the state. There shall be no negotiation by the state or the Union at any other level of state government unless the parties expressly agree to do so in writing.

- (B) The Union may designate employees within each unit to serve as its Negotiation Committee, ~~and such employees will be granted administrative leave with pay to attend negotiating sessions with the state;~~ provided, however, that the total number of employees designated by the Union shall not exceed one employee for each 2,000 covered employees. No more than one employee shall be selected from the same work unit at any one time, nor shall the selection of any employee unduly hamper the operations of the work unit. The names, classifications, and work locations of employees designated for the Negotiation Committee shall be provided to the Department of Management Services by September 1 of each year.
- (C) ~~An~~ No employee on the Negotiation Committee shall be credited with **paid** administrative leave for no 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.~~ If travel to and from negotiations unavoidably occurs on workdays immediately preceding or following a day of negotiations, employees shall be eligible to receive **paid** administrative leave on an hour-for-hour basis for such reasonable travel time. If the Union chooses to hold a preparatory meeting during regular work hours prior to negotiations, committee members will be granted ~~up to four hours of~~ **paid** administrative leave for attendance at such meetings. Administrative leave for employee attendance at negotiations and associated travel, and for preparatory meetings, shall be upon reasonable notice to the **Department of Management Services**, ~~and approval by, the agency.~~ The time in attendance at such negotiating sessions, travel, or preparatory meetings 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.
- (D) Upon a written request by the Union at least 15 days prior to the first proposed date of contract ratification voting, and with the agencies- **Department of Management Services** agreement to the dates, times, and locations for such ratification activities, the agency will communicate this information to its employees by email at least three days prior to the voting dates. Union representatives who administer the ratification voting process will receive **paid** administrative leave **per voting shift**, for the time they are at the voting location plus up to an additional **four** hours

For the State

Michael Mattimore
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Vicki Y. Hall, President
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for the purposes of travel, ~~and~~ setting up/taking down voting location arrangements, **and lunch after the voting.** No more that two Union representatives at each voting location will be provided **paid** administrative leave for this purpose. Administrative leave for Union representatives administration of the ratification voting process shall be upon reasonable notice to **the Department of Management Services, ~~and approval by, the agency.~~** The Union representative time for the ratification voting process shall not be counted as hours worked for the purpose of computing compensatory leave or overtime.

SECTION 9 – Union Activities

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

SECTION 10 – Union Representation, Employee Discipline

An employee may request that a Union representative be present during an investigation meeting in which the employee is to be questioned regarding a matter that the employee reasonably believes may result in discipline of the employee, and during a predetermination conference in which suspension or dismissal of the employee is being proposed. The purpose of the investigation meeting will be explained to the employee at the beginning of the meeting.

SECTION 11 – Benefit Fairs

The Union will be provided with access, which shall include a table, to any and all Health and or Benefit Fairs organized or sponsored by the employers for the employees.

SECTION 12 – Orientation

During planned orientation of new employees, the Union shall be given an opportunity to introduce (or have introduced) one of its Local Representatives who may speak briefly to describe the Union, participation in negotiations, and general interest in representing employees. Where no orientation is scheduled for new employees upon entry to the bargaining unit, an equivalent opportunity shall be afforded the Union to address new employees.

For the State

For AFSCME

Michael Mattimore
State's Chief Labor Negotiator

Vicki Y. Hall, President
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SECTION 13 – Local Communications

The Employer agrees to provide eight (8) hours per workweek to Local Union Presidents as designated by the Union, to be off from their regularly assigned duties. This time shall be used for labor consultations and for the resolution of employee/management disputes, and to solidify a positive relationship between bargaining unit Employees and Management. Any such time used by the designated employee shall not be considered in the calculation of overtime. Leave time under this agreement for union related matters shall not be used for political activities for or on behalf of the union or others.

For the State

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For AFSCME

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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 that 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. Union access to employees and supervisory personnel during the workday is as provided in Article 5, Sections 2 and 10, and Article 6, Section 2.

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

(C) “Grievant’s Representative” shall mean a Steward or Union Staff Representative as defined in Article 5, Section 1, or other individual designated by the grievant to represent the grievant at grievance meetings to discuss grievances properly filed under Article 6 of this Contract, at mediations, and at arbitration hearings.

(D) “Days” shall mean business days. “Business days” refers to the ordinary business hours, i.e., 8:00 a.m. until 5:00 p.m., Monday through Friday, in the time zone in which the recipient is located. Furthermore, “business days” do not include any day observed as a holiday

pursuant to section 110.117, Florida Statutes, holiday observed by the Union pursuant to a list furnished to the state in writing, as of the effective date of this Contract, or day during a suspension of grievance processing as agreed in writing by the parties. “Business days” also does not include days 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).

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

For the State

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(F) "His" is intended to be gender neutral.

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 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 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 whether to be represented by the Union or another representative designated by the grievant. If the grievant is represented by the Union or another representative, any decision agreed to by the state and Union or the state and the grievant's designated representative, shall be binding on the grievant.

(C) Where Union representation is authorized as provided in this Contract and is requested by a grievant, the 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 grievant may also be represented by an attorney or other representative retained by either the Union or the grievant.

(1) A Steward selected to represent a grievant in a grievance which has been properly filed in accordance with this Article, may be allowed a reasonable amount of time during scheduled work hours to investigate the grievance and to represent the grievant at any Oral Step and Step 1 meetings that are held during regular work hours. Such time shall be considered time worked and shall be subject to prior approval by the Steward's immediate supervisor; however, approval of such time will not be withheld if the Steward can be allowed the time 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 to investigate the grievance.

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

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(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 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 a grievant as provided in this Article will be considered a required participant at the Step 1 grievance meeting.

(5) 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.

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

(E) If the grievant is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this 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 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 arbitration shall not establish a precedent binding on either the state or the Union in other cases unless stipulated by the parties in a settlement agreement approved by DMS.

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.

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

(E) 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 are not 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 is final and binding.

(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. 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 grievant's representative, if any.

(1) Oral Step

(a) An employee having a grievance may, within 15 days following the occurrence of the event giving rise to the grievance, initiate the grievance by presenting it orally to his or her immediate supervisor, stating the specific provision(s) of the Contract allegedly violated and the relief requested. In the alternative, an employee may file a Step 1 grievance as described in paragraph (2)(b) below. 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 grievant or the grievant's representative, or if a meeting is deemed necessary by the supervisor. The supervisor shall communicate a decision to the grievant and the grievant's representative, if any, within 10 days following the date the grievance is received at the Oral Step.

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(b) Failure to communicate the Oral Step decision within 10 days shall permit the grievant, the Union, or the grievant's representative where appropriate, to proceed to the next step.

(c) Oral Step Documentation. If the grievance is not resolved at the Oral Step and the grievant chooses to submit the grievance for a Step 1 review under the provisions of paragraph (2)(a) below, the grievant is to document the following information, signed and dated by the grievant and submitted to the supervisor, and include it with the Step 1 grievance filing:

1. the event giving rise to the grievance and the date it occurred;
2. the date the Oral Step grievance was presented to the supervisor;
3. the date of the meeting with the supervisor if a meeting was held; and
4. the date the supervisor communicated his decision to the grievant.

(2) STEP 1

(a) If the grievant elects to utilize the Oral Step and the grievance is not resolved, the grievant or the grievant's representative may submit the grievance in writing to the Step 1 Management Representative on the grievance form contained in Appendix B of the Contract, to be received within 10 days following the receipt of the Oral Step decision or the supervisor's failure to communicate the decision within the timeframe contained in paragraph (1)(a). The grievant shall set forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. When filing the Step 1 grievance form, the grievant shall include the Oral Step documentation as described in paragraph (1)(c) above, as well as all other written documentation to be considered by the Step 1 Management Representative. The grievance form must be completed in its entirety.

(b) If the grievant elects not to utilize the Oral Step provision of this section, the grievant or the grievant's representative shall file a written grievance with the Step 1 Management Representative on the grievance form as contained in Appendix B of this Contract, to be received within 15 days following the occurrence of the event giving rise to the grievance, 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.

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

(d) Failure to communicate the decision in a timely manner shall permit the grievant, the Union, or the grievant's representative, where appropriate, to proceed to the next step.

(3) STEP 2

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's representative may file a written grievance with the Agency Head or designee within 15 days after receipt of the decision at Step 1 provided the Step 1 decision is received on or before the due date. The grievance shall include a copy of the grievance form submitted at Step 1, a copy of the Oral Step Documentation if that step was utilized, and a copy of the Step 1 decision, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance shall be filed on the grievance form 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. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 decision, together with all written responses and documentation in support of the grievance. The grievance form must be completed in its entirety.

(b) The Agency Head or designee shall meet with the grievant and/or the grievant's representative to discuss the grievance. The Agency Head or designee shall communicate a decision in writing to the grievant's representative within 15 days following receipt of the written grievance. The grievant's representative is responsible for providing a copy of the Step 2 decision to the grievant.

(c) Failure to communicate the decision in a timely manner shall permit the grievant, the Union, or the grievant's representative, where appropriate, to proceed to the next step.

(d) If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause is not resolved at Step 2, the grievant or grievant's representative may appeal the grievance to arbitration as provided in Article 6, Section 6(a), below, within 20 days after receipt of the decision at Step 2.

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(4) STEP 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Contract, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the grievant or grievant’s representative may appeal the grievance by submitting it 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, or by email to: Step3Grievances@dms.myflorida.com within 15 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the 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, a copy of the Oral Step Documentation if that step was utilized, ~~together with~~ and all written decisions and documents in support of the grievance.

(b) The representative of the Department of Management Services shall meet with the grievant’s representative to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance shall be filed on the grievance form 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. ~~The grievance shall include a copy of the grievance form submitted at Step 1, a copy of the Oral Step Documentation if that step was utilized, and a copy of the grievance form submitted at Step 2, together with all written decisions and documentation in support of the grievance. The grievance form must be completed in its entirety.~~

(b)(c) The representative of the Department of Management Services shall communicate a decision in writing to the grievant’s representative within 15 days following receipt of the written grievance. The grievant’s representative is responsible for providing a copy of the Step 3 decision to the grievant.

(c)(d) Failure to communicate the decision within the specified time limit shall permit the grievant, the Union, or the grievant’s representative, where appropriate, to proceed to the next step.

(5) GRIEVANCE MEDIATION

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(a) 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. If the parties choose to mediate the grievance, the Arbitration Coordinator will provide the parties with the name, contact information, and availability of the FMCS mediator. The parties -a will then schedule a mediation will be scheduled within 60 days of the filing of the Request for Arbitration unless mediator availability requires a lengthier period. Either party may withdraw from the mediation process with a written notice no later than five days before a scheduled mediation.

(b) If the mediation is unsuccessful in resolving the grievance, the Union will notify the Arbitration Coordinator and the agency representative within 20 days after the mediation concludes whether it will proceed to arbitration of the grievance or withdraw it. If the Union chooses to proceed to arbitration, The Arbitration coordinator will provide the parties and the arbitrator with the name, contact information, and availability of the next arbitrator on the panel rotation. The arbitrator shall then schedule the hearing, with notice to the Arbitration Coordinator, shall be scheduled not later than 60 days from the date that the mediation concludes without a resolution of the grievance. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension/continuance based on unusual and compelling circumstances.

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

(6) ARBITRATION

(a) Arbitration Filing.

1. General ~~provisions~~ Provisions. An appeal to arbitration shall be submitted on the appropriate form as contained in Appendix C of the Contract by sending it to the Arbitration Coordinator at the following address: Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050. The form may also be transmitted via email to: arbitration.coordinator@dms.myflorida.com; or by personal service or facsimile. The appeal shall include a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents in support of the grievance and written responses to it.

2. Disciplinary Grievance. 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)

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was taken without cause is not resolved at Step 2, the Union may appeal the grievance to arbitration within 20 days after receipt of the decision at Step 2, provided the Step 2 decision is received on or before the due date.

3. Contract Language Grievance. If a Contract language dispute as described in (4), above, is not resolved at Step 3, the Union may appeal the grievance to arbitration within 20 days following receipt of the decision at Step 3.

(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~~ notify the state, the Union, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. The Arbitration Coordinator shall provide the arbitrator and the parties a copy of the grievance form submitted at the prior steps of the grievance procedure, together with all written documents provided by the Union in support of the grievance and written responses to it. The arbitrator shall notify the parties of his/her availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement, Scheduling shall take into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If the parties cannot agree on a location, the arbitration hearing shall be held in the City of Tallahassee. , and shall coordinate the arbitration hearing time, date, and location.

(d) The Union will notify the Arbitration Coordinator and the agency representative of its decision to propose mediation, proceed to schedule an arbitration hearing, or withdraw its arbitration request, as soon as feasible but in no event later than 45 days after it files a Request for Arbitration. If the parties agree to mediation, the provisions of Section 3(F)(5), above, shall govern the scheduling of the mediation and, if necessary, arbitration hearing. If the Union will not be representing the grievant at arbitration and the grievant chooses to proceed to arbitration, the grievant will be required to file a Request for Arbitration as contained in Appendix C within 10 days after the Union has notified the Arbitration Coordinator that it will not be representing the grievant. If the grievant is not represented by the Union, the Arbitration Coordinator will notify the grievant that a deposit equal to one day of the arbitrator's fee must be paid to the arbitrator prior to the hearing being scheduled. If, after being notified by the Arbitration Coordinator of the deposit amount to be paid, the grievant fails to pay the required deposit to the Arbitration Coordinator within 20 days, the Arbitration Coordinator will issue a notice closing the file for

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failure to pay the required deposit after notice. The grievant must also comply with the time limits contained in the contract for processing the arbitration. If the Union does not provide timely notification that it will not be representing the grievant, the grievant will not be authorized to proceed to arbitration.

(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 provide the parties with the names of contact succeeding arbitrators on the panel in rotation until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline.

~~(f) The Arbitration Coordinator shall schedule arbitration hearings at times and locations agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If agreement cannot be reached, the arbitration hearing shall be held in the City of Tallahassee.~~

(g) At least 15 days before the scheduled date of the arbitration hearing, the parties shall file with the arbitrator, and provide to each other, a list of witnesses to be called at the hearing, except rebuttal witnesses, and a brief statement of the material facts or matters relevant to the grievance about which each witness will testify. A party may file a written request with the arbitrator, with a concurrent copy to the other party, for an exception to the filing time limits for good cause. If such exception is granted, the other party may request that the hearing be rescheduled if necessary for the party to respond to the late filed witness information.

(h) Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, the party shall notify the Arbitration Coordinator that it requests an expedited arbitration hearing shall be conducted to address only the arbitrability issue. The Arbitration Coordinator shall contact arbitrators on the panel in rotation to identify an arbitrator who can meet the requirements of this expedited process. These requirements include an arbitrator being available to schedule a hearing and render a decision within 15 days of being chosen, limiting the hearing to one day, and issuing a decision within five days of the hearing. The Arbitration Coordinator shall provide the parties with the name, contact information, and availability of the arbitrator. The arbitrator shall then schedule the arbitration with the parties, including date, time, and location, and advise the Arbitration Coordinator of the hearing arrangements. The hearing may be conducted by telephone upon agreement of the parties and the

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~~arbitrator, or in person if they do not agree to a telephonic hearing. If the hearing is to be in person and the parties cannot agree on a location, the hearing shall be held in the City of Tallahassee. 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 fees and expenses of its own representatives, attorneys, and witnesses. 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 section 3(F)(5)(c) of this Article to conduct a hearing on the substantive issue(s). In such cases, the Arbitration Coordinator shall schedule an arbitrability hearing with the state, the Union, and an arbitrator from the panel of arbitrators (see (6)(e) 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 Arbitration Coordinator shall contact arbitrators on the panel in rotation in identifying an arbitrator who can meet the requirements of this expedited process. 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)(e) of this Article to conduct a hearing on the substantive issue(s).~~

(i) 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 than 30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.
2. The arbitrator's decision shall be in writing, 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.
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

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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. An award for back pay shall not exceed the amount of pay the grievant would otherwise have earned at his regular rate of pay, shall be reduced by the amount of wages earned from other sources or monies received as reemployment assistance benefits during the back pay period, 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. However, if the arbitration hearing date is later than the end of the five-month period described in ~~(6)(e)~~ 5, above, or later than the end of the 140-day period described in (5)(a), above, and the delay in scheduling is not attributable to the

unavailability of agency counsel, back pay shall be retroactive only to the end of the five-month or 140-day period.

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)(e)~~, above, whichever is later, and the rescheduled date.

(j) 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 parties, with a copy to the Arbitration Coordinator for processing in accordance with the provisions of this article and the arbitrator's Contract.

(k) 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

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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).

(l) 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 to a grievance within the specified time limit shall permit the grievant, the Union, or the grievant’s representative, as 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.

(D) The number of days indicated in each step described in this Article shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified within the procedures of each of the steps may be extended in writing by agreement of the parties. There shall be no retroactive extensions of time limits.

SECTION 5 – Exceptions

(A) 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 on the grievance form as contained in Appendix B of this Contract within 15 days following the occurrence of the event giving rise to the grievance. The grievance form shall set forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated. And the relief requested. The grievance shall include all documentation in support of the grievance. The grievance form must be completed in its entirety.

(B) If a grievance arises from an agency action listed in Article 7, Section (2) of this Contract, a grievance shall be initiated at Step 2 by submitting a grievance form as contained in Appendix B within 15 days following the occurrence of the event giving rise to the grievance. The grievance form shall set forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. The grievance shall include all documentation in support of the grievance. The grievance form must be completed in its entirety.

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Date

Date

(C) 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 on the grievance form contained in Appendix B of this Contract, 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 15 days of the occurrence of the event giving rise to the grievance. The grievance form shall set forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. The grievance shall include all documentation in support of the grievance. The grievance form must be completed in its entirety.

(D) The Union shall have the right to bring a class action grievance on behalf of employees in its own name concerning disputes relating to the interpretation or application of this Contract. 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. Such grievance shall be initiated at Step 2, or at Step 3 where more than one agency is involved, by submitting a grievance form as contained in Appendix B, within 15 days of the occurrence of the event giving rise to the grievance. The Union shall identify on the grievance form the specific group (i.e., employees' job classification(s), work unit(s), institution(s), etc.) adversely affected by the dispute relating to the interpretation or application of the Contract. When a grievance is eligible for initiation at Step 2 or 3, the grievance shall set forth specifically the complete facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested. The grievance shall include all written ~~responses~~ decisions and documentation documents in support of the grievance. The grievance form must be completed in its entirety.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Y. Hall, President
AFSCME Council 79

Date

**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.

SECTION 2 – Notice

An employee who has permanent status in his current position 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

(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

For the State

For AFSCME

Michael Mattimore
State's Chief Labor Negotiator

Vicki Y. Hall, President
AFSCME Council 79

Date

Date

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. **Oral reprimands shall be considered invalid if the employee is not disciplined for the same offense during the succeeding 12 months. Written reprimands will be considered invalid provided the employee is not disciplined for the same offense during the succeeding 24 months, and the written reprimand was not for an offense which could have resulted in the employee's dismissal.**

(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

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Y. Hall, President
AFSCME Council 79

Date

Article 8
WORKFORCE REDUCTION

SECTION 1 – Workforce Reduction

When employees are to be laid off as defined in Florida Statutes, the state shall consider the comparative merit, demonstrated skills, experience, and length of service of each employee. Length of service is continuous service in the State Personnel System, in paid status or on authorized leave without pay, without a break in service of 31 calendar days or more. Moving from one position in the State Personnel System to another position in the State Personnel System in a different agency within 31 calendar days does not constitute a break in service. In determining which employees to retain, the state shall consider which employees will best enable the agency to advance its mission. In that context, and as the objective criteria for retention and layoff decisions among employees in the same classification/broadband level, the state shall utilize assessment procedures that include comparative merit, demonstrated skills, experience, and length of service. The state shall also evaluate and consider how each employee has demonstrated cooperation, excellence in service, fairness, honesty, integrity, respect, and teamwork. Each agency shall conduct workforce reductions in an orderly, systematic, and uniform manner in accordance with Rule 60L-33.004, Florida Administrative Code.

SECTION 2 – Procedures Prior to Layoff

Before an employee is laid off as a part of a workforce reduction, an agency shall provide the employee with reasonable notice of the intended action. Where possible the agency shall provide at least 30 days' notice, and in all cases the agency shall provide at least ten days' notice or a combination of notice and pay. An employee facing a layoff as a result of a workforce reduction shall have the opportunity for a first interview **the right to a position** with any **the** agency for a vacancy for which the employee has applied and is qualified. ~~At its discretion, an agency may provide for additional first interview opportunities.~~ **Should two or more employees have equal comparative merit, demonstrated skills, experience, the employee with the longest length of service shall be offered the position.**

SECTION 3 – Placement Assistance

The state will ensure that the Department of Economic Opportunity shall provide placement assistance to all affected employees through existing programs. The Department of Economic Opportunity will make good faith efforts to place the employee in an appropriate position in state employment.

For the State

For AFSCME

Michael Mattimore
State's Chief Labor Negotiator

Vicki Y. Hall, President
AFSCME Council 79

Date

Date

SECTION 4 – ~~First Interview Following Layoff~~ Recall Rights

During the twelve months following the date an employee is laid off, the employee may invoke ~~a right to a first interview. At its discretion, an agency may provide for additional first interview opportunities.~~ **the right to be offered any position for which the employee has applied and is qualified.**

~~(A) — The laid off employee shall have an opportunity for a first interview within any agency for a vacancy for which the employee is qualified and has applied.~~

~~(B) — By invoking the first interview, the laid off employee will be granted an interview for the vacant position.~~

(C) ~~(A)~~ An employee who, after a first interview **being recalled**, determines that he is not suited for the position, may withdraw from the **position** ~~competitive selection process~~ and retain his right to **recall** ~~a first interview~~, provided his/her withdrawal is in writing and is received by the agency within seven calendar days after the **start in the new position.** ~~interview, or before the agency selects a candidate for the position, whichever is sooner.~~

(D) ~~(B)~~ An employee that is laid off and is rehired under this section within 12 months of the layoff will accumulate leave credits based on the number of years employed at the time of layoff.

(E) ~~(C)~~ An employee that is laid off and is rehired into a full-time equivalent position within the 12 months following a layoff will be credited with any annual or sick leave that was held in abeyance and not cashed out.

(F) ~~(D)~~ An employee that is laid off and rehired ~~after a first interview~~ will be placed at his former salary or within an appropriate salary range commensurate with the position considering availability of funds, and the skills, background, and experience of the employee.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Y. Hall, President
AFSCME Council 79

Date

Article 11
CLASSIFICATION REVIEW

SECTION 1 – Additional Duties

(A) When an employee alleges that they are being regularly required to perform duties that are not included in the employee's position description and that the duties assigned are not included in the 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 and provide the employee with a written decision within 30 days of the request.

 (B) 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. If the position is reclassified and the employee is to receive a pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review. Shortage of funds shall not be used as the basis for refusing to reclassify a position and provide a pay increase after a review has been completed.

~~(C) If the decision is that the employee is properly classified and the employee is not satisfied with the decision, the employee, with or without representation, may submit a written request, within 30 days of receipt of the agency's decision, for a review of the decision by the Secretary of the Department of Management Services or designee. The employee shall include with their request, a copy of the decision received by the employee under (A) above, along with any other information the employee may have relevant to the matter. The request and related documents should be submitted by personal delivery, **e-mail**, or by U.S. mail, return receipt requested., to the Department of Management Services as provided in Article 34, Section 2 of this Contract. The Department of Management Services will conduct an independent review in accordance with Chapter 110, Florida Statutes, and shall provide the employee and the agency with a written decision within 60 days of receipt of the request. The decision of the Secretary of the Department of Management Services or designee shall be final and binding on all parties.~~

For the State

For AFSCME

Michael Mattimore
State's Chief Labor Negotiator

Vicki Y. Hall, President
AFSCME Council 79

Date

Date

SECTION 2 – Work Load Quotas

(A) When an employee alleges that they are being regularly required to carry an inequitable work load quota, the employee may request in writing that the Agency Head review the work load quota assigned to the employee. The Agency Head or designee shall review the work load quota and provide the employee with a written decision within 30 days of the request. The decision of the Agency Head or designee shall be final and binding on all parties

SECTION 3 – Consultation

The state and the Union agree that work load quota **and additional duties** 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

Date

For AFSCME

Vicki Y. Hall, President
AFSCME Council 79

Date

Article 18

LEAVES OF ABSENCE, HOURS OF WORK, DISABILITY LEAVE

SECTION 1 – Leaves

Employees shall be granted leaves of absence as provided in Rule 60L-34, Florida Administrative Code.

SECTION 2 – Hours of Work and Overtime

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

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

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

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

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism. In any case, where an employee has reason to believe that overtime is being assigned on the basis of favoritism, the employee shall have the right to the Grievance Procedure under Article 6 herein, to Step 2.

SECTION 3 – Work Schedules

(A) Where work schedules are rotated, employees' normal work schedules, showing each employee's shift, workdays and hours, will be posted no less than ten calendar days in advance, and will reflect at least a two-work week schedule; however, the state will make a good faith effort to reflect a one month schedule. With prior written notification of at least three workdays to

For the State

For AFSCME

Michael Mattimore
State's Chief Labor Negotiator

Vicki Y. Hall, President
AFSCME Council 79

Date

Date

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 work schedules are rotated, the state will make a good faith effort to equalize scheduled weekend work among employees in the same functional unit whenever this can be accomplished without interfering with efficient operations.

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

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

SECTION 4 – Rest Periods/Lunch Period

(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.

(C) No supervisor shall unreasonably prevent employees from using a minimum of a 30-minute meal period during each work shift. When not practicable, management will stand-in and find/provide relief to allow employees time to consume lunch.

SECTION 5 – Disability Leave

(A) An employee who sustains a job-related disability and is eligible for disability leave with pay under the provisions of Rule 60L-34, Florida Administrative Code, shall be carried

For the State

For AFSCME

Michael Mattimore
State's Chief Labor Negotiator

Vicki Y. Hall, President
AFSCME Council 79

Date

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in full-pay status for up to 40 work hours immediately following the onset of the injury without being required to use accrued leave.

(B) If an employee is unable to return to work at the end of the 40-work hour period, the employee may supplement the Workers' Compensation benefits with accrued leave in an amount necessary to remain in full-pay status.

(C) After an employee has used a total of 100 hours of accrued sick, annual, or compensatory leave, or leave without pay, the agency may request permission from the Department of Management Services to continue the employee in full-pay status for a subsequent period of not more than 26 weeks from the date requested by the agency. This request is to include the information described in Rule 60L-34.0061(1)(b)2. The Department will approve such requests which, in its judgment, are in the best interest of the state. Upon approval of the request by the Department, the agency will provide the employee with administrative leave (Leave Code 0056, Admin - Authorized Other) in an amount necessary to supplement the employee's Workers' Compensation benefits so that the employee may be in full-pay status.

(D) An agency may request permission from the Department of Management Services to continue an employee in full-pay status on administrative leave, as described in (C), above, who sustains a job-connected disability resulting from an act of violence inflicted by another person while engaged in work duties or from an assault under riot conditions and has exhausted all the employee's accrued leave when such leave usage amounts to fewer than 100 hours.

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) For work performed in the employee's assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition in accordance WITH Rule 60L-34.0071, F.A.C..

For the State

For AFSCME

Michael Mattimore
State's Chief Labor Negotiator

Vicki Y. Hall, President
AFSCME Council 79

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Date

(B) General Provisions for Using Special Compensatory Leave Credits in accordance with Rule 60L-34.0044 F.A.C.

- (1) Employee Leave Requests. An employee shall be required to use available special compensatory leave credits prior to the agency approving the following leave types:
 - (a) Regulatory Compensatory leave credits.
 - (b) Annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.
 - (2) Compelled Use of Special Compensatory Leave Credits, An employee may be required to reduce special compensatory leave credit balances.
- (C) Special Compensatory Leave Earned on or after November 1, 2019.
- (1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after November 1, 2019, which are not used which are not used each year by April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be paid at the employee's current regular hourly rate of pay.
 - (2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after November 1, 2019, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be paid at the employee's current regular hourly rate of pay.
 - (3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2019, to be used within the time limits specified in subsections (C)1 and (C)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 special compensatory

For the State

For AFSCME

Michael Mattimore
State's Chief Labor Negotiator

Vicki Y. Hall, President
AFSCME Council 79

Date

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leave remaining at the end of each time limit shall be paid at the employee's current regular hourly rate of pay.

(D) Pay Provisions for Special Compensatory Leave.

(1) Upon separation from Career Service, an employee shall be paid only for the following unused special compensatory leave credits:

(a) Special compensatory leave credits earned prior to October 9, 2019 (Leave 0055):

(b) Special compensatory leave credits earned on or after November 1, 2019, that have not yet been paid pursuant to Section 6(C)(3) of this Article.

(2) When the employee transfers to another Career Service collective bargaining unit within the agency, the agency shall pay the employee for unused special compensatory leave credits earned on or after November 1, 2019.

(3) Such credits shall be paid at the employee's current regular hourly rate of pay.

(E) An 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 the employee does not have sufficient special compensatory leave, annual leave may be deducted. Employees from whom leave is deducted will continue to report for duty and remain in pay status. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or has leave deducted.

For the State

For AFSCME

Michael Mattimore
State's Chief Labor Negotiator

Vicki Y. Hall, President
AFSCME Council 79

Date

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For the State

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State's Chief Labor Negotiator

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For AFSCME

Vicki Y. Hall, President
AFSCME Council 79

Date

Article 25
WAGES

SECTION 1 – Pay Provisions – General

Pay shall be in accordance with the Fiscal Year 2020-2021 General Appropriations Act and other provisions of state law.

SECTION 2 - Competitive Pay Adjustments

~~In accordance with Senate Bill 7022, a~~ **A** competitive pay adjustment shall be provided to eligible full-time and part-time employees who meet their required performance standards.

(A) Eligible employees ~~with a base rate of pay of \$40,000 or less on September 30, 2017,~~ shall receive an annual increase of \$1,400 **5%** to their base rate of pay effective **July 1, 2017 2020**.

(B) Eligible employees ~~with a base rate of pay greater than \$40,000 on September 30, 2017, shall receive an annual increase to their base rate of pay of \$1,000 effective October 1, 2017; provided, however, in no instance shall such an employee's base rate of pay be increased to an annual amount less than \$41,400.~~ **shall receive a Cost of Living Adjustment (COLA) as of July 1, 2020 as established by the Consumer Price Index of the U.S. Bureau of Labor Statistics**

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

In accordance with the authority provided in the Fiscal Year 2017-2018 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

In accordance with the authority provided in the Fiscal Year 2017-2018 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary

For the State

For AFSCME

Michael Mattimore
State's Chief Labor Negotiator

Vicki Y. Hall, President
AFSCME Council 79

Date

Date

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 AFSCME

Vicki Y. Hall, President
AFSCME Council 79

Date

AFSCME Florida Bargaining Unit Increases

<u>Year</u>	<u>Amount</u>
2019	0
2018	0
2017	\$1,400.00 for those making less than \$40,000.00 per year \$1,000.00 for those making more than \$40,000.00 per year
2016	0
2015	0
2014	Bonus to selected few
2013	\$1,400.00 for those making less than \$40,000.00 per year \$1,000.00 for those making more than \$40,000.00 per year
2012	- 3%: pay cut as contribution to FRS
2011	0
2010	0
2009	0
2008	0

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January 15, 2020

Senator Ed Hooper
Alternating Chair
Joint Select Committee on
Collective Bargaining

Representative Stan McClain
Alternating Chair
Joint Select Committee on
Collective Bargaining

Re: Collective Bargaining Impasse between
Florida Nurses Association and State of Florida

Dear Chair Hooper, Chair McClain and Committee Members,

This office represents the Florida Nurses Association/Office and Professional Employees International Union, Local 713, AFL-CIO ("FNA"). In turn, the FNA is the certified bargaining agent for approximately 2,500 health care professionals employed by the State of Florida ("State").

Of utmost importance to the FNA and its membership is the compensation level of the health care professionals. State-employed Registered Nurses, Advanced Registered Nurse Practitioners, Community Health Nurses, Dentists, Pharmacists, Speech & Hearing Therapists, Dietitians, Behavioral Specialists and Nutritionists are critical employees who are first-responders to on-going health care challenges such as disaster related trauma (e.g.: hurricanes), the various virus outbreaks like ZIKA and the continuing AIDS and Hepatitis epidemics.

Almost all of these employees are inappropriately compensated (compared to similar positions in the private sector and in other public sector entities such as county hospitals), and have not had an across-the-board cost-of-living pay adjustment in at least eight years. Furthermore, it must be recognized that these employees are your constituents who must feed their families while paying for transportation, home mortgages and other daily needs.

Senator Ed Hooper
Alternating Chair
Joint Select Committee on
Collective Bargaining
January 15, 2020

Representative Stan McClain
Alternating Chair
Joint Select Committee on
Collective Bargaining
January 15, 2020

The critical contract issues now at impasse and the FNA's latest proposals [See: Attached FNA Contract Proposals] regarding them are:

1. **Article 25 - Wages**

This bargaining unit has not had a real wage increase for the past eight years. Such a situation is unacceptable by any standards. The FNA proposes a modest 5% across-the-board salary increase in addition to a scaled selective wage increase (1% to 3%) based on the employees's years of service with the State. The FNA's across-the-board cost-of-living increase falls far short of making amends for the past eight years of salary neglect. The scaled raises for years of service addresses the ills of salary compaction and compression caused by the lack of upward wage mobility for senior employees. The Governor's response is "no" to an across-the-board increase. In return, he offers the possibility of performance and competitive pay adjustments, but only if the Agencies see fit to do so and if they put enough money aside to fund such increases. Thus, he offers no guarantee of any salary improvement in the coming year!

2. **Article 23 - Hours of Work/Compensation Time**

The FNA proposes to reinsert previous contract language addressing work during emergency conditions and disasters. Those provisions previously provided the terms and conditions for the compensation of first-responder efforts during emergencies (e.g.: the manning of shelters before, during and after hurricanes). The State unilaterally removed said language during a previous negotiation impasse procedure. The old provisions worked well by setting forth clear instructions as to whom and when additional compensation would be provided. Without these provisions there has been confusion and unequal application of overtime payments following recent hurricanes. (This situation has forced the FNA to file class grievances; an action wasting time and money which would have been unnecessary under the old contract language.) The FNA maintains its proposal to reinsert the "old" language from prior contracts as Sections 6 & 7 of Article 23.

3. **Article 26 - Differential Pay**

For years, the FNA has urged the State to increase the amount paid for night shift differential in the state hospitals and residential care facilities. The current \$1.00 per hour is well below the differentials paid in other institutional settings. This situation has caused the State to hire temporary staffing replacements at an even higher cost when situations arise when state employees cannot make themselves available for duty. The current FNA proposal is to raise the differential payment to \$2.00 per hour - an amount still below the comparables but a reasonable improvement.

Senator Ed Hooper
Alternating Chair
Joint Select Committee on
Collective Bargaining
January 15, 2020

Representative Stan McClain
Alternating Chair
Joint Select Committee on
Collective Bargaining
January 15, 2020

As the legislature begins its 2020 session, the FNA urges all members of the Senate and the House to carefully consider the needs of their state-employed health care professionals. These professionals are in short supply and the demand for their talent is high, but your employees have shown extreme loyalty to the work demands of their employer: the State of Florida.

Whether or not the Governor's budget responds to those needs; the legislature should certainly do so. The FNA thanks the Committee members for their service in such an important capacity which hopefully, in the end, will help create productive results for all concerned: your employees and the citizens of Florida.

Sincerely,



DONALD D. SLESNICK II
Attorney for the FNA

Attachment

cc: Deborah Hogan, R.N., State Unit President: capitallass@hotmail.com
John Berry, Director of Labor Relations, FNA: jberry@floridanurse.org
Michael Mattimore, Esquire, Attorney for DMS: mmattimore@anblaw.com
James Parry, Assistant General Counsel, DMS: jim.parry@dms.myflorida.com
Joe McVaney, Committee Staff Director: SenateGovOversightandAccountability@flsenate.gov

The State of Florida

and

Florida Nurses Association, Office and Professional Employees International Union, Local 713, AFL-CIO

Union Contract Proposals: October 9, 2019

Article 15: Scope of Health Care Professional Practice

An employee may appeal up to and through ~~Step 2~~ **Arbitration** of the grievance procedure of this Agreement the assignment of duties which the employee alleges jeopardizes the employee's professional license.

Article 23: Hours of Work/Compensatory Time

New Section 6- 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 work week 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 work week 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 work week 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 work week 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 work week/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 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 work week 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 work week 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 work week, or pay period, shall be eligible for special compensatory leave equal to the number of extra hours worked.
 - (4) At the end of the work week 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 work week/pay period will be added to the hours of actual work to bring the hours worked up to the normal hours for the work week/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 work week/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.

New Section 7- 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 health care 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 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 25: Wages

Section 1- All Health Care Professionals will receive an across the board increase of **five percent (5%)** effective the first pay period in July 2020.

New Section 6- Anniversary Date

In addition to the across-the-board cost-of-living pay adjustment provided for by Section 1, above, employees will be entitled to the following anniversary date wage increases:

All Health Care Professionals will receive a **three percent (3%)** increase effective the first pay period after their Anniversary date for those who have fifteen (15) years or more of service.

All Health Care Professionals will receive a **two percent (2%)** increase effective the first pay period after their Anniversary date for those who have ten (10) years or more of service.

All Health Care Professionals will receive a **one percent (1%)** increase effective the first pay period after their Anniversary date for those who have five (5) years or more of service.

Article 26: Differential Pay

- (A) A shift differential in the amount of ~~\$1.00~~ **\$2.00** 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 5:00pm and 6:00am.
- (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~~ **\$2.00** per hour may be paid when the criteria in (A) above are met ~~and where the local competitive conditions justify a higher shift differential.~~

Please note: The Florida Nurses Association reserves the right to put forward additional proposals as the State of Florida Budget develops.

MEYER, BROOKS, BLOHM, AND HEARN P.A.
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January 16, 2020

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+Certified Circuit Mediator

ALEX VILLALOBOS
OF COUNSEL

LYNN T. THOMAS, FRP
PARALEGAL

Senator Ed Hooper

Representative Stan McClain

Co-Chairmen, Joint Select Committee on Collective Bargaining

Re: Impasse Proposals Submitted by Federation of Physicians and
Dentists Bargaining Units

Dear Senator Hooper and Representative McClain:

The Federation of Physicians and Dentists (FPD) represents three state-wide bargaining units: attorneys and other professionals through the State Employees Attorneys Guild; physicians through the FPD; and State Non-Professional Supervisors through the Professional Managers and Supervisors Association. The only proposals submitted by these bargaining agents at impasse are, with one exception, identical wage proposals, copies of which are attached. These proposals differ from the existing language in the current collective bargaining agreement in that, in addition to updated the applicable fiscal year, they strike the word “exemplary” in Section 2-Performance Pay substituting the word “commendable,” and add the following to Section 3 regarding pay plans for the Physicians and SES Supervisors units:

In accordance with the General Appropriations Act of Fiscal Year 2020-2021 a competitive pay adjustment shall be provided to eligible full-time and part-time employees who meet their required performance standards in the amount of 5% increase to their base rate of pay.

Senator Ed Hooper
Representative Stan McClain
Co-Chairmen, Joint Select Committee on Collective Bargaining
January 16, 2020
Page Two

For the SES Attorneys unit, Section 3-Competitive Pay Adjustments, is modified as follows:

In accordance with the authority provided in the Fiscal Year 2020-2021 General Appropriations Act effective July 1, 2020, each Senior Attorney who did not receive a pay increase for 2019 (Class Code 7738) employed by the State of Florida who has worked for at least two years, shall receive a competitive pay adjustment of \$6,000 to each employee's June 30, 2020, base rate of pay.

The employees in these bargaining units, with the exception of Senior Attorneys employed by the Florida Elections Commission, although rendering faithful and quality service year in and year out, have not received a significant, non-discretionary increase to their base salary that did not include an accompanying increase in retirement contributions, health insurance premiums, or both, in over ten years. The requested 5% increase to those employees in the Physicians and SES Supervisors units rendering satisfactory service (the overwhelming majority) is necessary to help these employees remain in their jobs and still provide a decent standard of living for their families. This modest increase would also offset to a limited extent the increased cost of living over these many years. The same is true for Senior Attorneys in the SES Attorneys unit who did not receive a \$6000 pay increase last year.

The State has not proposed any increase whatsoever, which is simply not equitable during one of the best economies this century. They deserve placement near the top of this years' budget priorities, not at the bottom. Florida's ranking at or near the bottom of the country in pay for its public servants is not something to be proud of; it is something to be ashamed of, particularly when the state workforce continues to shrink. You simply cannot fairly keep asking these employees to do more work for effectively less and less pay and expect to retain them as State employees.

Because there are no real negotiations over economic issues with the State (the Governor makes no economic proposals prior to committing himself or herself in the annual budget submission) we are not in a position to provide a more detailed analysis of the State's negotiating position. We submit, however, that there are clearly sufficient funds available to commit to the requested increases and respectfully request that the Legislature do so.

Senator Ed Hooper
Representative Stan McClain
Co-Chairmen, Joint Select Committee on Collective Bargaining
January 16, 2020
Page Three

As to the remaining proposals submitted by the State as at impasse, the FPD requests that these proposals be rejected in favor of the status quo.

Thank you for the opportunity to inform you of our position.

Sincerely,



Thomas W. Brooks

TWB/dma

Attachments

**ARTICLE 18
WAGES**

SECTION 1-Pay Provisions-General

Pay shall be in accordance with the Fiscal year ~~2019-2020~~ **2020-2021** General Appropriations Act and other provisions of State law.

SECTION 2- Performance Pay

In accordance with the authority provided in the Fiscal Year ~~2019-2020~~ **2020-2021** General Appropriations Act, contingent on the availability of funds and the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's ~~exemplary~~ **commendable** performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 3-Competitive Pay Plan-Department of Children and Families

- (A) The Department of Children and Families is authorized to provide salary increases to eligible employees in critical mental health treatment facility positions as Northeast Florida State Hospital, Florida State Hospital, and North Florida Evaluation and treatment Center in accordance with the provisions of the Fiscal year ~~2019-2020~~ **2020-2021** General Appropriations Act.
- (B) Eligible employees are those Senior Physicians (Class Code 5281) employed by the Department of Children and Families.
- (C) In accordance with General Appropriations Act of Fiscal Year 2020-2021 a competitive pay adjustment shall be provided to eligible full-time and part-time employees who meet their required performance standards in the amount of 5% increase to their base rate of pay.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FPD

Henry Santana
Executive Director

Date

**ARTICLE 18
WAGES**

SECTION 1-General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal year ~~2019-2020~~ **2020-2021** General Appropriations Act.

SECTION 2- Performance Pay

In accordance with the authority provided in the Fiscal Year ~~2019-2020~~ **2020-2021** General Appropriations Act, contingent upon the availability of funds and the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's ~~exemplary~~ **commendable** performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 3-Competitive Pay Adjustments-Florida Elections Commission

In accordance with the authority provided in the Fiscal Year ~~2019-2020~~, **2020-2021** General Appropriations Act effective July 1, 2019 ~~20~~, each Senior Attorney **who did not receive a pay increase for 2019** (Class Code 7738) employed by the **State of** Florida ~~Elections Commission~~, who has worked for ~~the Commission for~~ at least two years, shall receive a competitive pay adjustment of \$6,000 to each employee's June 30, 2019~~20~~, base rate of pay.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FPD / SEAG

Henry Santana
Executive Director

Date

**ARTICLE 25
WAGES**

SECTION 1-General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal year ~~2019-2020~~ 2020-2021 General Appropriations Act.

SECTION 2- Performance Pay

In accordance with the authority provided in the Fiscal Year ~~2019-2020~~ 2020-2021 General Appropriations Act, contingent on the availability of funds and the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's ~~exemplary~~ commendable performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 3-Competitive Pay Adjustments

- (A) In accordance with General Appropriations Act of Fiscal Year 2020-2021 a competitive pay adjustment shall be provided to eligible full-time and part-time employees who meet their required performance standards in the amount of 5% increase to their base rate of pay.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FPD

Henry Santana
Executive Director

Date



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

January 16, 2019

Senator Ed Hooper, Co-Chair
Representative Stan McClain, Co-Chair
Joint Select Committee on Collective Bargaining
Governmental Oversight and Accountability Committee
404 South Monroe Street
Tallahassee, FL 32399-1100

Re: **PBA Collective Bargaining Proposals for Law Enforcement Units: Security Services, Florida Highway Patrol, Law Enforcement and Special Agents**

Dear Senator Hooper and Representative McClain,

Attached you will find the collective bargaining proposals being submitted by the Florida Police Benevolent Association, Inc., to Governor DeSantis and the Department of Management Services covering four law enforcement bargaining units represented by the Florida PBA: (1) the Security Services unit, (2) the Florida Highway Patrol Unit, (3) the Law Enforcement unit, and (4) the Special Agent (FDLE) unit. The proposals are directed to the specific article and section of the contract sought to be modified by the Association.

Governor DeSantis and the PBA are currently at impasse on several issues in each bargaining unit. The most important of the impasse issues for our units' concern Wages and Hours of Work. The PBA hopes to be able to resolve the majority of the other impasse issues in the weeks to come.

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 is available from two contact persons:

- (1) PBA Executive Director, Matt Puckett, matt@flpba.org, and (2) PBA General Counsel, Stephanie Webster, stephanie@flpba.org.

MAJOR ISSUES

Wages (Security Services Unit)- Article 25-

The Florida PBA has offered the following wage proposal during current collective bargaining negotiations:

- All officers (Correctional Officers, Correctional Probation Officers and Institution Security Specialists) in the bargaining unit will receive a \$1,500 across the board wage increase on July 1, 2020.

- All officers with 5 years of state employment will receive an additional \$3500 (totaling \$5,000) increase to their base salary beginning on October 1, 2020.

The costs to provide the \$3,500 salary increase will be recurring as future employees reach the 5-year benchmark.

Wages (Florida Highway Patrol)-Article 25-

The Florida PBA has offered the following wage proposal during current collective bargaining negotiations:

On July 1,2020, the following increase in pay will be applied:

- - 0 to 3 years of service. 0%
- - 4 to 7 years of service. 3%
- - 8 to 11 years of service. 5%
- - 12 to 15 years of service. 7%
- - 16 years of service and up 9%

On September 1, 2020, the starting pay for troopers will be increased by \$5,000.00, from \$41,917.56 to \$46,917.56. This \$5,000.00 increase will be giving to all members covered by the CBA to relieve compression.

Wages (Law Enforcement)- Article 25-

The Florida PBA has offered the following wage proposal during current collective bargaining negotiations:

On July 1,2020, the following increase in pay will be applied:

- - 0 to 3 years of service. 0%
- - 4 to 7 years of service. 3%
- - 8 to 11 years of service. 5%
- - 12 to 15 years of service. 7%
- - 16 years of service and up 9%

On September 1, 2020, the starting pay for law enforcement officers in all agencies under this agreement shall increase by 12%.



Wages (Special Agent)-Article 25-

The Florida PBA has offered the following wage proposal during current collective bargaining negotiations:

1) Critical market pay additives shall be granted to sworn law enforcement officers assigned to: Lee, Hillsborough and Orange County at \$5,000. These critical market pay additives and equivalent salary adjustment may be granted only during the time in which the employee is assigned to duties within, those counties. In no instance may the employee receive an adjustment to the employee's base rate of pay and a critical market pay additive based on the employee being assigned in the specified counties.

2) Critical market pay additives shall be granted to sworn law enforcement officers assigned to: Palm Beach, Miami-Dade and Broward Counties at \$1,300. These critical market pay additives shall be granted during the time the employee is assigned duties within, those counties. The critical market pay additive shall be in addition to the competitive area difference and other pay additives already in effect or those counties. In no instance may the employee receive an adjustment to the employee's base rate of pay and a critical market pay additive based on the employee being assigned in the specified counties.

Hours of Work (Security Services)-Article 23-

The State has put forth a proposal which attempts to give the Department of Corrections unfettered and unilateral decision-making abilities regarding hours of work that is contrary to decades of well-settled law. The Florida PBA's proposal clarifies and clearly defines the hours of a workday by officer classification and reinforces established law that all changes in work hour shifts must be negotiated. Despite multiple requests, the State has not provided the PBA any plans or documents related to their desire to change multiple correctional facilities to the 8.5-hour shift. Furthermore, the State has repeatedly told the PBA during negotiations that they want to pilot the 8.5 hour work shift change at certain facilities, but they have not and could not provide any information as to which facilities they want to change and how the 8.5 hour work shift would work. Before such major disruptions to Correctional Officers lives are made, it should be incumbent upon the State to show exactly how an 8.5 hour work shift would actually benefit the State and the Officers with legitimate data and well-constructed plans.

Hours of Work, Leave and Job-Connected Disability (FHP)-Article 18-

The Florida PBA has offered the following proposal during current collective bargaining negotiations:

No employee shall be forced to adjust their time when the employee works hours in excess of their regular schedule.



OTHER ISSUES

All four of the PBA's units are currently in full contract negotiations. Therefore, there are many outstanding issues still to be resolved during the upcoming contract negotiations. Attached to this letter are all of the remaining PBA proposals that are considered at impasse.

For the Security Services unit, in addition to wages and hours of work, the following articles remain at impasse:

Article 5- PBA Activities and Employee Representation, Article 7-Discipline and Discharge, Article 9,-Lateral Action, Reassignment, Transfer, Change in Duty Station, Article 10- Promotions, Article 24-On-Call Assignment and Call-Back, and Article 26-Uniform and Insignia.

For the Florida Highway Patrol unit, in addition to wages and hours of work, the following articles remain at impasse:

Article 10-Disciplinary Action, Article 24-On-Call Assignment, Call-Back, Court Appearance

For the State Law Enforcement Officer unit, in addition to wages, the following articles remain at impasse:

Article 5-Representative Access, Article 7-Internal Investigations, Article 10-Disciplinary Action, Article 18- Hours of Work, Leave and Job-Connected Disability, Article 19-Personal Property- Replacement and/or Reimbursement, Article 23-Equipment, Article 24- On-Call Assignment, Call Back, Court Appearance.

For the Special Agent Unit (FDLE), in addition to wages, the following articles remain at impasse:

Article 9-Lateral Action, Transfer, Change in Duty Station, Article 13- Safety, Article 26-Equipment and Service Awards.

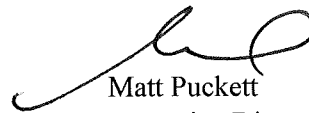
Thank you for your review of the Florida PBA's bargaining proposals. We respectfully ask that you please give serious consideration to granting your law enforcement personnel a wage adjustment that reflects their dedication and service to the citizens of Florida. Such adjustment will serve the interests of the state, its citizens and its law enforcement personnel.

Respectfully,



Stephanie Dobson Webster

General Counsel



Matt Puckett

Executive Director

Encl(s)

Cc:

Michael Mattimore, DMS Chief Negotiator
James Baiardi, SCO Chapter President
Tammy Marcus, CPO Chapter President
William Smith, FHP Chapter President
Scott Hoffman, SLEO Chapter President
Carl Shedlock, FDLEEA Chapter President



Security Services Unit
Florida PBA Proposals

Article 5
PBA 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 PBA.

(B) The term “Staff Representative”, as used in this Agreement, shall mean an employee designated by the President of the PBA to investigate grievances and to represent a grievant at Step 1 meetings on grievances which have been properly filed under Article 6 of this Agreement, when the PBA 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 PBA shall furnish to the state and keep up-to-date a list of PBA authorized Staff Representatives. The state will not recognize a Staff Representative whose name does not appear on the list.

(B) The PBA shall select a reasonable number of employees to be PBA Unit Representatives. The PBA 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 PBA Unit Representative. The state shall not recognize an employee as an authorized PBA Unit Representative until such information has been received from the PBA.

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 PBA-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 PBA currently maintains bulletin boards or bulletin board space,

For the State

For PBA

Michael Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

that practice shall continue.

(B) The use of PBA bulletin board space is limited to the following notices:

- (1) Recreational and social affairs of the PBA
- (2) PBA meetings
- (3) PBA elections
- (4) Reports of PBA committees
- (5) PBA benefit programs
- (6) Current PBA 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 PBA representative.

(E) A violation of these provisions by a PBA Staff Representative or an authorized Unit 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 PBA on no more than on a quarterly basis, the state will provide it with personnel data from the state personnel database (People First). These data will include

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

employees' names, home addresses, work locations, classification titles, and other data elements as identified by the PBA 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 section 119.071(4), F.S., from inadvertent or improper disclosure. Such data include home addresses, telephone numbers, and dates of birth. The PBA agrees, therefore, that these exempt data are provided for the sole and exclusive use of the PBA 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 PBA 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 PBA in writing of the proposed changes. This procedure shall not constitute a waiver of the PBA's right to bargain over such matters in accordance with Chapter 447, Part II, F.S., and applicable law. The PBA 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 PBA 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 PBA shall have access to the premises of the state which are available to the public.

(B) If any area of the state's premises is restricted to the public, permission must be

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and shall be to investigate an employee's grievance.

SECTION 7 – New Employee Orientation and Training Academies

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

SECTION 8 – Consultation

(A) In order to provide a means for continuing communication between the parties and upon request of the President of the PBA, the Secretary of the Department of Management Services and/or his designated representative(s) and not more than three representatives of the PBA 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 PBA Staff Representative, the Agency Head and/or designee(s) and the Staff Representative, with not more than three PBA 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 PBA Staff Representative.

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

(D) All consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the regular work hours of any participant, such hours shall be deemed time

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

worked. Attendance at a consultation meeting outside of a participant's regular work hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and agency activities affecting employees. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. The parties shall exchange agenda indicating the matters they wish to discuss no later than seven calendar days prior to the scheduled meeting date.

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

SECTION 9 – Negotiations

(A) The PBA 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 PBA 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 PBA at any other level of state government.

(B) The PBA may designate certain employees within this unit to serve as its Negotiation Committee, and such employees will be granted administrative leave to attend negotiating sessions with the state. If travel to and from negotiations unavoidably occurs on workdays immediately preceding or following a day of negotiations, 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. An employee serving on the Negotiation Committee shall also be granted administrative leave to attend a negotiation preparatory meeting to be held the calendar day immediately preceding each scheduled negotiation session, provided that the negotiation preparatory meeting is held on what would otherwise be the employee's normal workday. No employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is in negotiations. The total number of hours, including the hours spent in negotiation preparatory meetings, paid all employees on the PBA's Negotiation Committee shall not exceed 1000 hours. The time in attendance at such preparatory meetings and negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

meetings or negotiating sessions.

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

SECTION 10 – PBA Activities

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 7
DISCIPLINE AND DISCHARGE

SECTION 1 – Discipline of Permanent Status Employees

(A) An employee who has attained permanent status in his current position may be disciplined only for cause as provided in section 110.227, F.S. Reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals may be effected by the state at any time against any employee. Demotion will not be used as a form of disciplinary action for employees in the classes of Correctional Officer, Correctional Probation Officer, Correctional Probation Officer-Institution, or Institutional Security Specialist I.

(1) Such actions against employees with permanent status in their current position for disciplinary reasons may be grieved at Step 2 and processed through the Arbitration Step, in accordance with the grievance procedure in Article 6 of this Agreement, if the employee alleges that the action was not for just cause. However, any reduction in base pay required by the Rules of the State Personnel System shall not be grievable.

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

(B) As an alternative to the grievance procedure, an employee with permanent status in his current position may file an appeal of a reduction in base pay, demotion, involuntary transfer of over 50 miles by highway, suspension, or dismissal with PERC within 21 calendar days after the date of receipt of notice of such action from the agency, by personal delivery or by certified mail, return receipt requested, under the provisions of section 110.227(5) and (6), F.S.

(C) Where a disciplinary action may be appealed to PERC and is also grievable under this Agreement, the employee shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding on the employee. In the case of any duplicate filing, the action first filed will be the one processed.

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

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

(1) If the agency issues a disciplinary suspension to an employee and the employee files an appeal to 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. The agency has sole discretion in making such determination. 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 – Discipline of Probationary Employees

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

SECTION 3 – Counseling

An agency may issue Memoranda of Record, Memoranda of Counseling, or Supervisory Counseling Memoranda which are documentation of minor work deficiencies or conduct concerns that are maintained by a supervisor in a working file. Such documents are not discipline, are not grievable, and shall not become part of the employee's official personnel file; ~~however, S~~such documentation may only be used within 12 months of the date of the counseling by the state at an administrative hearing ~~involving an employee's discipline~~ to demonstrate the employee was on notice of the performance deficiencies or conduct concerns.

SECTION 4 – Interrogation during Internal Investigations

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

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

(A) Definitions

For the purpose of this section the following definitions of terms as used in section 112.532, F.S., shall apply:

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

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

(B) Procedures:

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

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

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

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

(3) The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time.

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

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

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

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

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

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

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 PBA shall be investigated by the agency. The agency shall provide the employee and the PBA 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, F.A.C. 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 immediately. No employee shall remain on "no inmate contact" for more than a 90 day period, 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~~

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

~~operations of the work unit if the employee is returned to the original work location.~~

SECTION 5 – Employee Copy

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

SECTION 6 – Notice

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

SECTION 7 – Representation

Where PBA representation is requested by an employee during an investigation by the agency Inspector General’s Office, or during a predetermination conference, ~~the~~ PBA representative ~~steward shall will be afforded~~ allowed a reasonable amount of ~~notice~~ 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 PBA Representative in a predetermination conference, the PBA Representative and the employee shall be notified of the disposition of the predetermination conference.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 9

LATERAL ACTION, REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION

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

SECTION 1 – Definitions as used in this Article:

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

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

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

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

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

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

For the State

For PBA

Michael Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

(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.

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

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

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

SECTION 2 – Employee Request for Reassignment, Lateral Action, Transfer, Change in Duty Station

(A) An employee who has attained permanent status in his current position may apply for a lateral action, reassignment, transfer, or change in duty station on the appropriate agency request form. Such requests shall indicate county(ies), institution(s), and/or other work location(s) or shift(s) to which the employee would like to be assigned. An employee may only request lateral action, reassignment, transfer, or change in duty station from one major institution to another major institution in his agency.

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

(B) An employee may submit an agency request form at any time; however, all such requests shall expire on June 30 of each calendar year. Requests can be filed in June to become effective on July 1.

(C) All request forms shall be submitted to the Agency Head or designee who shall be responsible for furnishing a copy of each such request to the manager(s) or supervisor(s) who have the authority to make employee hiring decisions in the work unit to which the employee has requested assignment, lateral action, transfer, or change in duty station.

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

(E) The hiring authority shall normally fill a vacancy with the employee who has the greatest length of service in the broadband level and who has an agency request form or application on file for the vacancy. The parties agree, however, that other factors, such as employees' work history and agency needs, will be taken into consideration in making the decision as to whether the employee with the greatest length of service in the broadband level will be placed in the vacant position.

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

(G) When an employee has accepted a reassignment, lateral action, transfer, or change in duty station pursuant to a request filed under this Article, all other pending requests 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. If an employee declines an offer of reassignment, lateral action, transfer, or change in duty station pursuant to a request filed under this Article, the employee's request shall be canceled, and the employee will not be eligible to file another request for a period of 12 months from the date the employee declined the offer.

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

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

Station

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

(B) In those instances where the Department of Corrections determines that an excessive caseload at a probation office, or an individual Officer caseload requires the lateral action of an officer, the Department will consider requests from volunteers, employee seniority, and the needs of the agency in making such assignment. A Correctional Probation Officer (class code 8036) or Correctional Probation Senior Officer (class code 8039) shall be deemed to have an excessive case load if he or she is assigned to monitor 100 offenders or more.

SECTION 4 – Notice

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

SECTION 5 – Relocation Allowance

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

SECTION 6 – Grievability

The provisions of this Article shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the provisions of Section 2(D) and (E), Section 3, Section 4, and Section 5 may be grieved in

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

accordance with Article 6, up to and including Step 3 of the grievance procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

**Article 10
PROMOTIONS**

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

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

(C) The state and the PBA agree to create a fair and unbiased promotional testing procedure to be effective no later than January 21, 2021.

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) To be considered for promotional vacancies, an employee who has attained permanent status in his current position may apply for a promotion by completing the online application process within the People First system. An employee may complete the application process in the People First system at any time during the advertisement period. To be considered

For the State

For PBA

Michael Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

for promotion, the employee must submit a new application for each promotional opportunity advertised.

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

SECTION 3 – Method of Filling Vacancies

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

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

(C) The standard selection process for filling Institutional Security Specialist promotional vacancies covered by this Agreement shall continue in effect during the term of this Agreement. The standard selection process for filling Correctional Officer and Correctional Probation Officer promotional vacancies shall be as provided for in Department of Corrections Procedure Number 208.005. (April 12, 2019)

SECTION 4 – Status

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

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

For the State

For PBA

Michael Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

PBA/Security Services Unit

UNION Proposal - Article # 10[insert article #]—

Fiscal Year 2020-21

DATE: November 14, 2019[insert date]

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SECTION 5 – Relocation Allowance

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

SECTION 6 – Grievability

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

(B) If the Step 3 authority in the Department of Management Services determines that the standard selection process was not followed in filling a promotional vacancy, he shall have the authority, among other remedies, to order that the promotion be rescinded and direct that the promotion be conducted in accordance with the standard selection process.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

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 PBA 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) If a member of the bargaining unit is injured while on duty by an inmate or offender, the PBA shall be contacted within 24 hours of the incident. If a member of the bargaining unit is transported to a medical facility due to an injury sustained while on duty, the PBA shall be contacted within 24 hours.

SECTION 3 – Grievability

Complaints which arise under the application or interpretation of this Article shall be grievable, but only up to arbitration 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

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

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 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.~~

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

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

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

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 14
PERFORMANCE EVALUATIONS

(A) Employees shall be evaluated by their immediate supervisors, who shall be held accountable for such reviews. Performance reviews shall be conducted in accordance with Rule 60L-35, F.A.C., Performance Evaluation System.

(B) The parties agree that performance evaluations are not grievable under Article 6 of this Agreement; however, a performance evaluation may be ~~contested~~grieved if it serves as the basis for discipline suspension or dismissal.

(C) Any employee who has attained permanent status in his current position shall be provided a reasonable opportunity to correct performance deficiencies.

(D) The PBA shall be notified of any proposed changes to Agency performance evaluations prior to implementation.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 23
HOURS OF WORK/OVERTIME

SECTION 1 – Hours of Work and Overtime

- (A) The normal hours of work for each full-time employee shall be as follows:
- 1) 8 hour workdays for Correctional Probation Officers (all classes) employed by the Department of Corrections, Correctional Officers (all classes) assigned the Administrative Shift, Correctional Officers (all classes) assigned to Secondary Shifts (swift shift), and Correctional Officers (all classes) assigned to Work Release Centers;
 - 2) 10 hour workdays for Correctional Officers (all classes) assigned to public or Department of Transportation work squads;
 - 3) 12 hour workdays (primary shift) for Correctional Officer (all classes) assigned to correctional institutions, hospitals, and annexes operated by the Florida Department of Corrections, The Agency for Persons with Disabilities, and The Department of Children and Family Services. ~~40 hours unless the employee is on an agency established extended work period. Except for emergency circumstances, the normal workday 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.~~
- (B) Changes in work schedules, such as the numbers of hours worked, numbers of hours in a pay period, the length of shifts, and the starting and ending of shift times are all mandatory subjects of bargaining. Any proposed changes to this section must negotiated with the union.

~~The parties agree that the issue of the hours in a normal workday 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

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

provisions of Rule 60L-34, F.A.C.

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

(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 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 PBA 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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

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) 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) Extended workdays for the Department of Corrections will be administered pursuant to Procedure 208.007 and staffing requirements for high vacancy institutions will be administered pursuant to Procedure 208.069. During the term of this Agreement the Agency shall provide each month a list of institutions operating under Procedure 208.069 and upon request a

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

consultation on the application of this procedure. Any proposed amendment to these procedures during the 2019-2020 contract year will be subject to collective bargaining prior to implementation.

(G) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to ~~and including~~ arbitration. The decision of the arbitrator 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, F.A.C.

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:

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

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

(2) For work performed in the employee's assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition in accordance with Rule 60L-34.0071, F.A.C.

(B) General Provisions for Using Special Compensatory Leave Credits in Accordance with Rule 60L-34.0044, F.A.C.

(1) Employee Leave Requests. An employee shall be required to use available special compensatory leave credits prior to the agency approving the following leave types:

(a) Regular compensatory leave credits.

(b) Annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

(2) Compelled Use of Special Compensatory Leave Credits. An employee may be required to reduce special compensatory leave credit balances.

(C) Special Compensatory Leave Credits Earned Prior to November 1, 2014, during the November 1, 2014, through October 31, 2015, "Pay As You Go" Pilot.

Pursuant to the provisions of the January 15, 2014, through June 30, 2015, collective bargaining agreement's Fiscal Year 2014-15 Reopener Agreement [Appendix E, Article 23, Section 6(B)], special compensatory leave credits earned on or after November 1, 2014 through April 30, 2015, and on or after May 1, 2015, through October 31, 2015, that remain unused at the end of each extension period (October 27, 2015, and April 28, 2016, respectively) shall be paid.

(D) Special Compensatory Leave Earned on or After November 1, 2015.

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after November 1, 2015, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be paid at the employee's current regular hourly rate of pay.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after November 1, 2015, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be paid at the employee's current regular hourly rate of pay.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2015, to be used within the time limits specified in subsections (D)(1) and (D)(2). However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the special compensatory leave remaining at the end of each time limit shall be paid at the employee's current regular hourly rate of pay.

(E) Pay Provision for Special Compensatory Leave.

(1) Upon separation from the Career Service, an employee shall be paid only for the following unused special compensatory leave credits:

(a) Special compensatory leave credits earned prior to July 1, 2012 (Leave Type 0055);

(b) Special compensatory leave credits earned from July 1, 2012, through October 31, 2014, that were restored to the Pre 7/2012 leave balance (Leave Type 0055); and

(c) Special compensatory leave credits earned after November 1, 2015, that have not yet been paid pursuant to Section 6(D)(3) of this Article.

(2) Such credits shall be paid at the employee's current regular rate of pay.

SECTION 7 – Compulsory Disability Leave

An agency may require an employee to use earned leave credits to cover the period between

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

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, F.A.C. 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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 24
ON-CALL ASSIGNMENT AND CALL-BACK

SECTION 1 – On-Call

“On-call” assignment shall be as defined in Rule 60L-32, F.A.C.

SECTION 2 – On-Call Additive

(A) When approved as provided herein, an employee who is required to be on-call shall be paid an on-call additive in an amount of one dollar (\$1.00) per hour for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

(B) An employee who is required to be on-call on a Saturday, Sunday, or holiday as listed in section 110.117(1), F.S., shall be paid an on-call additive in an amount per hour equal to one-fourth of the statewide hourly minimum for the employee’s paygrade for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

(C) For employees assigned GPS (Global Positioning System) monitoring duties, time spent waiting from an initial call of a GPS violation until the GPS violation has been cleared is considered time worked. If a call can be cleared without having to attempt a field contact, the employee shall be credited with a minimum of 15 minutes worked or actual time worked, whichever is greater. If a call cannot be cleared and the employee must attempt a field contact with the offender, the employee shall be credited with a minimum of 2 hours worked or actual time worked, whichever is greater.

SECTION 3 – Call-Back

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

For the State

For PBA

Michael Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 25

WAGES

SECTION 1 – General Pay Provisions

All officer in the bargaining unit will receive a \$1500 across the board wage increase on July 1, 2020. All officer with 5 years of state employment will receive an additional \$3500 increase to their base salary beginning on October 1, 2020.

The costs to provide the \$3,500 salary increase will be recurring as future employees reach the 5-year benchmark.

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

In accordance with the authority provided in the Fiscal Year 2019-2020 General Appropriations Act, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2019-2020 General Appropriations Act, contingent upon the availability of funds and at the Agency Head’s discretion, 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.

SECTION 5 – Competitive Pay Adjustments

For the State

For PBA

Michael Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

- (A) In accordance with the authority provided in the Fiscal Year 2020-2021 General Appropriations Act, effective July 1, 2020:
- a. Training Instructors shall receive a \$2,000 yearly pay adjustment to his or her base salary. An officer qualifies as an instructor if he or she is FDLE certified and has taught at least 1 class in the last 12 months.
 - b. All members of the bargaining unit members that complete 40 hours of in-service training or 40 hours of a FDLE approved training class shall receive \$300.00 in the last pay cycle of each fiscal year.
 - c. Bargaining unit members who are the rank of Lieutenant and Captain shall receive an additional \$300.00 per month for attendance at OIC meetings.

SECTION 6 – 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:

- AA
(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

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

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 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.

~~(6) The State shall inform in writing each bargaining unit members within 14 days of certification the standards of evaluations that they will be evaluated on to complete the probationary period and the date that the probationary period ends.~~

(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 an employee is demoted, the employee's base rate of pay will not be reduced by more than the amount of all promotional increases received by the employee since filling a position in the class into which the employee is demoted.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 25

WAGES

SECTION 1 – General Pay Provisions

All officer in the bargaining unit will receive a \$1500 across the board wage increase on July 1, 2020. All officers with 5 years of state employment will receive an additional \$3500 increase to their base salary beginning on October 1, 2020.

The costs to provide the \$3,500 salary increase will be recurring as future employees reach the 5-year benchmark.

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

In accordance with the authority provided in the Fiscal Year 2019-2020 General Appropriations Act, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2019-2020 General Appropriations Act, contingent upon the availability of funds and at the Agency Head’s discretion, 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.

SECTION 5 – Competitive Pay Adjustments

For the State

For PBA

Michael Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

- (A) In accordance with the authority provided in the Fiscal Year 2020-2021 General Appropriations ~~pp~~ropriations Act, effective July 1, 2020:
- a. Training Instructors shall receive a \$2,000 yearly pay adjustment to his or her base salary. An officer qualifies as an instructor if he or she is FDLE certified and has taught at least 1 class in the last 12 months.
 - b. All members of the bargaining unit ~~members~~ that complete 40 hours of in-service training or 40 hours of a FDLE approved training class shall receive \$300.00 in the last pay cycle of each fiscal year.
 - c. Bargaining unit members who are the rank of Lieutenant and Captain shall receive an additional \$300.00 per month for attendance at Officer In Charge (OIC) ~~OIC~~ meetings.
 - e.d. Correctional Probation Officers in all classification codes who have attained a Masters Degree or higher from an accredited college, or university shall receive an additional \$100.00 per month. Correctional Officers in all classification codes who have attained a Masters Degree or higher from and accredited college, or university shall receive an additional \$50.00 per month.

SECTION 6 – 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:

- AH
(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

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

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 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.

~~(6) The State shall inform in writing each bargaining unit members within 14 days of certification the standards of evaluations that they will be evaluated on to complete the probationary period and the date that the probationary period ends.~~

(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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

PBA/Security Services Unit

UNION Proposal - Article # 25~~[insert article #]~~

Fiscal Year 2020-21

DATE: November 22, 2019~~[insert date]~~

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When an employee is demoted, the employee's base rate of pay will not be reduced by more than the amount of all promotional increases received by the employee since filling a position in the class into which the employee is demoted.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 26
UNIFORM AND INSIGNIA

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

Correctional officers and institutional security specialists, where applicable, shall receive a standard issue of uniforms and uniform accessories. The state shall provide uniforms for its female correctional officers and institutional security specialists in the appropriate sizes, designed and cut for females. The state shall provide at least 3 agency approved polo shirts to all correctional officer classes.

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

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

SECTION 3 – Badges

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

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

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

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

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

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

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

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

(E) Correctional officers and correctional probation officers who retire from the department under honorable conditions from the Florida Retirement System upon reaching the appropriate retirement age of 55 or 25 years of continuous service, including retirement under medical disability, shall be authorized to retain their issued badge.

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

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

SECTION 4 – Class "A" Uniforms

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Florida Highway Patrol Unit
Florida PBA Proposals

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 compensatory

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

George J. Corwine
Chief Negotiator

Date

Date

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 2.

(H) Anyone who knowingly violates this agreement will be disciplined up to, and including, termination.

(I) Any violation of this Agreement by DHSMV will be investigated by the Office of the Attorney General.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

George J. Corwine
Chief Negotiator

Date

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

The Parties specifically agree that the attendance and leave provisions as contained in Rule 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 employee will have the choice to choose payment or FSLA time during the work period and no employee shall be forced to adjust their time. ~~the state has the ability to adjust the employee's schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee's adjusted shift for a 40-hour work period, or 24 hours' notice for a 80-hour work period or 36 hours' notice for a 160-hour work period. The state will make a good faith effort to offset such extra hours in eight-hour increments.~~

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

SECTION 2 – Non-Required Work Time

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

SECTION 3 – Work Schedule

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

George J. Corwine
Chief Negotiator

Date

Date

(A) Where an employee has an established schedule, a change in workdays or shifts will be posted no less than 14 21 calendar days in advance and will reflect at least a two (2) work-week 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 – Rest Periods

(A) A supervisor shall not unreasonably deny an employee a 15-minute rest period during any four contiguous hours of work. It is recognized that staffing and work priorities may prevent such a rest period during a given workday. Additionally, many positions have a post of duty assignment that requires coverage for a full shift and does not permit the employee to leave his post. In those cases, the employee may be able to “rest” while the employee physically remains in the geographic location of his duty post. The employee is to remain responsive to calls during a rest period.

(B) Rest periods are not authorized for covering an employee’s late arrival on duty or early departure from duty and are not to be used contiguously with a meal break.

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

SECTION 5 – Overtime

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

(B) Work beyond the employee’s regular work 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

For the State

For PBA

Michael Mattimore
State’s Chief Labor Negotiator

George J. Corwine
Chief Negotiator

Date

Date

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 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, which the state agrees to comply with.

SECTION 6 – FLSA Compensatory Leave

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

(B) An employee who is filling an included position may waive payment for overtime and elect to have the overtime hours credited to “FLSA compensatory leave.” Such election will apply until changed again, and only to workdays starting on the day of the change and in which hours worked in the work period exceed the contracted hours. Overtime hours that the employee elects to have credited as “FLSA compensatory leave” will accrue at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of “FLSA compensatory leave” credits, which may be taken in any 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 Rule 60L34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused “FLSA compensatory leave” in accordance with the above.

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

(1) Florida Highway Patrol recruits undergoing training to attain Law Enforcement Certification, or agency-specific orientation, will be exempt from the 80-hour

For the State

For PBA

Michael Mattimore
State’s Chief Labor Negotiator

George J. Corwine
Chief Negotiator

Date

Date

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 Rule 60L34, Florida Administrative Code, and Article 18, Section 5(B) of the Agreement.

SECTION 7 – Special Compensatory Leave

(I) Transitional Provisions: The provisions of Section 7 (II) below will continue to be effective through October 31, 2019. The revised provisions in (III) shall be effective November 1, 2019.

(II) Special Compensatory Leave through October 31, 2019.

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

(B) Use of Special Compensatory Leave:

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

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

(3) An employee who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the employee's earned special compensatory

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

George J. Corwine
Chief Negotiator

Date

Date

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, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

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

(III) Special Compensatory Leave Effective November 1, 2019.

(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, F.S., or for work performed during a work period that includes a holiday, as provided by the Rules of the State Personnel System.

(2) For work performed in the employee's assigned office, facility, or region which is closed pursuant to an Executive Order of the Governor or any other disaster or emergency condition in accordance with Rule 60L-34.0071, F.A.C.

(B) General Provisions for Using Special Compensatory Leave Credits in accordance with Rule 60L-34.0044, F.A.C.

~~(1) Employee Leave Requests. An employee shall be required to use available special compensatory leave credits earned on or after November 1, 2019, prior to the agency approving the following leave types:~~

~~(a) Regular compensatory leave credits.~~

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

George J. Corwine
Chief Negotiator

Date

Date

~~(b) Annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.~~

(2) Compelled Use of Special Compensatory Leave Credits. An employee may only be required to reduce special compensatory leave credit balances earned on or after November 1, 2019, if the member's balance exceeds 240 hours.

(C) Special Compensatory Leave Earned on or after November 1, 2019.

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after November 1, 2019, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be paid at the employee's current regular hourly rate of pay.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after November 1, 2019, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be paid at the employee's current regular hourly rate of pay.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2019, to be used within the time limits specified in subsections (C)1. and (C)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 special compensatory leave remaining at the end of each time limit shall be paid at the employee's current regular hourly rate of pay.

(D) When an employee separates, transfers to another agency, or transfers to another pay plan, the agency shall pay the employee for unused special compensatory leave credits in accordance with Rule 60L-34.0044, F.A.C.

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

George J. Corwine
Chief Negotiator

Date

Date

SECTION 8 – Sick Leave Pool and Sick Leave Transfer

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

SECTION 9 – Disability Leave with Pay

(A) An employee who sustains a job-related disability and is eligible for disability leave with pay under the provisions of Rule 60L-34, Florida Administrative Code, shall be carried in full-pay status for up to 40 work hours immediately following the onset of the injury without being required to use accrued leave.

(B) If an employee is unable to return to work at the end of the 40-hour week period, the employee may supplement the Workers’ Compensation benefits with accrued leave in an amount necessary to remain in full-pay status.

(1) An employee who is maliciously, intentionally or accidentally injured and thereby sustains a job-connected disability compensable under Chapter 440, F.S., shall be carried in full-pay status on administrative leave during the duration of the disability rather than being required to use accrued leave.

(C) After an employee has used a total of 100 hours of accrued sick, annual, or compensatory leave, or leave without pay, the agency may request permission from the Department of Management Services to continue the employee in full-pay status for a subsequent period of not more than 26 weeks from the date requested by the agency. This request is to include the information described in Rule 60L-34.0061(1)(b)2, Florida Administrative Code. The Department shall approve such requests that, in its judgment, are in the best interest of the state. Upon approval of the request by the Department, the agency will provide the employee with administrative leave (Leave Code 0056, Admin - Authorized Other) in an amount necessary to supplement the employee’s Workers’ Compensation benefits so that the employee may be in fullpay status.

For the State

For PBA

Michael Mattimore
State’s Chief Labor Negotiator

George J. Corwine
Chief Negotiator

Date

Date

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

SECTION 10 – Alternate Duty

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

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

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For PBA

George J. Corwine
Chief Negotiator

Date

Article 24
ON-CALL ASSIGNMENT – CALL-BACK – COURT APPEARANCE

SECTION 1 – Definition

“On-call assignment” shall be as defined in Chapter 60L-32, Florida Administrative Code.

SECTION 2 – On-Call Additive

(A) When approved as provided herein, an employee who is required to be on-call shall be paid an on-call additive in an amount of one dollar (\$1.00) per hour for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

(B) An employee who is required to be on-call on a Saturday, Sunday, and/or a holiday as listed in section 110.117(1), Florida Statutes, shall be paid an on-call additive in an amount per hour equal to one-fourth of the statewide hourly minimum for the employee’s paygrade for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

SECTION 3 – Call-Back

An employee called out to work at a time not contiguous with the employee’s scheduled hours of work shall be credited for actual time worked, or a minimum of four hours, whichever is greater. The rate of compensation shall be in accordance with the Rules of the State Personnel System.

SECTION 4 – Court Appearances

If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of ~~two and one-half~~ four (4) hours ~~four (4) hours~~, whichever is greater.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For PBA

George J. Corwine
Chief Negotiator

Date

Special Agent (FDLE) Unit

Florida PBA Proposals

Article 9
LATERAL ACTION, TRANSFER, CHANGE IN DUTY STATION

It is the intent of the state and the Association that the minimum initial service obligation for employees shall be 24 months which will commence on the employee's assignment date to their perspective region. Employees who have fulfilled their minimum initial service obligations shall have the opportunity to request lateral action, transfer, or change in duty station, 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 that 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 Fiscal Year 2018 – 2019 State of Florida & Police Benevolent Association/Special Agent Unit Reopener Agreement 22 responsibilities, and qualification requirements of the work, to warrant the same treatment as to title, pay band, and other personnel transactions.

(D) “Lateral action” shall mean the moving of an employee to another position in the same agency that is in the same occupation, same broadband level with the same maximum salary, and has substantially the same duties and responsibilities. Upon a lateral action appointment, the employee shall retain the status they held in their previous position. If probationary, time spent in the previous position shall count toward completion of the required probationary period for the new position.

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

For the State

For PBA

Michael Mattimore
State’s Chief Labor Negotiator

Steven Slade
Chief Negotiator

Date

Date

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

(A) An employee who has completed the 24 months ~~minimum service obligation~~ in his or her initial job assignment may apply for a lateral action, transfer, or change in duty station on the appropriate agency request form. Such requests shall indicate the county(ies) and/or duty station to which the employee would like to be assigned.

(B) An employee may submit an agency request form at any time; however, all such requests shall expire on June 30 of each calendar year. Requests for the next fiscal year may be filed on June 1 of the preceding fiscal year.

(C) All request 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 assignment. 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 position is filled by demotion, the management representative having hiring authority for the position shall give first consideration to those employees who have submitted a request form; provided, however, that employees whose request is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) The hiring authority shall normally fill a position with the employee who has the greatest length of service in the broadband level and who has a request 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 position. Fiscal Year 2018 – 2019 State of Florida & Police Benevolent Association/Special Agent Unit Reopener Agreement 23

(F) If the employee with the greatest length of service in the broadband level is not selected for the 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.

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Steven Slade
Chief Negotiator

Date

Date

(G) When an employee has been 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 under this Article for a period of 12 months following the employee's appointment. If an employee declines an offer pursuant to a request filed under this Article, the employee will not be eligible for consideration for assignment 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 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 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 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 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) Lateral actions, transfers, and changes in duty station shall not be utilized as disciplinary sanctions.

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Steven Slade
Chief Negotiator

Date

Date

SECTION 4 – Notice

(A) An employee shall be given a minimum of 14 calendar days’ notice prior to FDLE Fiscal Year 2018 – 2019 State of Florida & Police Benevolent Association/Special Agent Unit Reopener Agreement 24 effecting any lateral action, and 30 calendar days’ notice prior to FDLE effecting a transfer.

(B) Nothing contained in this Agreement shall be construed to prevent the state from effecting the involuntary 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 – Appointment to Special Agent

The state and the Association agree that 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 – Status

(A) An employee appointed to a position, including a position to which the employee has been promoted, must successfully complete at least a one-year probationary period before attaining permanent status in the position.

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

SECTION 7 – Relocation Allowance

For the State

For PBA

Michael Mattimore
State’s Chief Labor Negotiator

Steven Slade
Chief Negotiator

Date

Date

An employee who is transferred or receives a lateral action, and required by agency policy to relocate his residence shall be granted time off with pay for two workdays 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 purpose of computing compensatory time or overtime. In addition, the employee shall be granted travel reimbursement for travel from the old residence to the new 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 Fiscal Year 2018 – 2019 State of Florida & Police Benevolent Association/Special Agent Unit Reopener Agreement 25 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 PBA

Steven Slade
Chief Negotiator

Date

Article 13
SAFETY

SECTION 1 – Vehicle Safety

Vehicles used by employees, whether or not issued to the employee, shall be maintained in safe operating condition by the state.

SECTION 2 – Firearms Safety

In order to promote safety in the use of firearms by employees, the state will guarantee that each employee is offered the opportunity to fire his issued and/or departmental-approved personal weapon in an agency-approved course of fire at least once every six months, at no cost to the employee. Such training shall be for the purpose of familiarization in the use of firearms.

SECTION 3 – Safety Committee

(A) Where the agency has a Safety Committee, the Association will name one employee to serve on such committee. ~~Where such a committee has not been established, the state will consider establishment of one in each employee location a safety committee with an assigned representative from each region. The state will conduct regular safety committee meetings at a location designated by the state.~~ Time spent in attendance and travel to such committee meetings shall be time worked. However, the employee's attendance shall not unduly hamper the operations of the employee's work unit.

(B) All matters relating to all new equipment, vehicles, improvements to existing vehicles to enhance safety, training and other matters relating to safety which affect any and all members within the collective bargaining unit shall go before the safety committee.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Steven Slade
Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – General Pay Provisions

Pay, including increases to base rate of pay and salary additives, shall be in accordance with the Fiscal Year 2018-2019 General Appropriations Act and other provisions of state law.

SECTION 2 – Competitive Pay Adjustments

(A) In accordance with the 2018-2019 General Appropriations Act, Section 8, effective July 1, 2018, all eligible law enforcement officers shall receive a competitive pay adjustment of seven percent (7%) to the employee's June 30, 2018, base rate of pay.

(B) In accordance with the 2018-2019 General Appropriations Act, Section 8, effective July 1, 2018, all eligible law enforcement officers shall receive a special pay adjustment of three percent (3%) to the employee's June 30, 2018, base rate of pay. To be eligible for this special salary adjustment, the law enforcement officer must have completed at least 10 years of state service as a law enforcement officer by July 1, 2018.

(C) Critical market pay additives shall be granted to sworn law enforcement officers assigned to: Lee, Hillsborough and Orange County at \$5,000. These critical market pay additives and equivalent salary adjustment may be granted only during the time in which the employee is assigned to duties within, those counties. In no instance may the employee receive an adjustment to the employee's base rate of pay and a critical market pay additive based on the employee being assigned in the specified counties.

(D) Critical market pay additives shall be granted to sworn law enforcement officers assigned to: Miami-Dade and Broward County at \$1,300. These critical market pay additives shall be granted during the time the employee is assigned duties within, those counties. The critical market pay additive shall be in addition to the competitive area difference and other pay additives already in effect or those counties. In no instance may the employee receive an adjustment to the employee's base rate of pay and a critical market pay additive based on the employee being assigned in the specified counties.

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Steven Slade
Chief Negotiator

Date

Date

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

In accordance with the authority provided in the Fiscal Year 2018-2019 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. The department shall notify the employees on the availability of funds no later than the last day of October annually.

SECTION 5 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2018-2019 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion, 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 PBA

Steven Slade
Chief Negotiator

Date

Article 26
EQUIPMENT AND SERVICE AWARDS

SECTION 1 – Accessories and Equipment

Accessories and equipment will include the following minimum requirements:

- (A) A service weapon gun belt, holster and accessories as appropriate for the employees.
- (B) Spare ammunition, and an appropriate case.
- (C) Where hand-held radios are provided, they will be suitable for law enforcement use.
- (D) The agency shall provide bulletproof vests to employees and ballistic helmets to trained “entry team members” and will develop a policy Fiscal Year 2018 – 2019 State of Florida & Police Benevolent Association/Special Agent Unit Reopener Agreement 37 for replacement upon expiration of the guaranteed life of the vest and helmets as expressed by the manufacturer at the time of purchase.
- (E) The agency will select and provide to each employee at least one intermediate force weapon, as determined appropriate by the agency, and provide training in the use of such weapon.
- (F) Unless otherwise required by agency needs, vehicles shall be equipped by the manufacturer as provided by current state contract specifications for unmarked law enforcement vehicles.

SECTION 2 – Clothing Allowance

Employees shall receive a clothing allowance in the amount of \$500.00 annually.

SECTION 3 – Award

When an employee retires in good standing under any provision of the Florida Retirement System, including medical disability retirement, with service as a sworn law enforcement officer

For the State

For PBA

Michael Mattimore
State’s Chief Labor Negotiator

Steven Slade
Chief Negotiator

Date

Date

within the state of Florida for an aggregate of 10 years or more, with a minimum of 5 years of service at the retiring State Agency, or separated from service after completing any applicable probationary period due to a service-connected disability, as determined by the agency, the employee shall be presented his badge, his service revolver or pistol, if one had been issued as part of the employee's equipment, and an identification card clearly marked "RETIRED" as provided in section 112.193, Florida Statutes.

SECTION 4 – Award Program

The state agrees to promote a program of recognition awards for employees which shall include:

- (A) Upon promotion, a framed certificate certifying the promotion.
- (B) Awards for bravery and outstanding service.
- (C) Service awards through the use of certificates, patches or pins recognizing years of service with the State; specifically recognizing 15, 20 and 25 years of service.
- (D) Upon normal retirement, an identification card and badge.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Steven Slade
Chief Negotiator

Date

State Law Enforcement Officer Unit
Florida PBA Proposals

ARTICLE 5
SECTION 3-REPRESENTATIVE ACCESS

Add language at end of paragraph to include:

Employee's representative shall be allowed to be physically present at any meeting which a member requests the representative's presence.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

ARTICLE 5
SECTION 11-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 45 minutes, unless a longer period is agreed 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.

The agency Academy shall only allow the recognized elected union access to the academy.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

ARTICLE 7
INTERNAL INVESTIGATIONS

(B) When an allegation is made against an employee, the employee will be notified by the state and the state will make every reasonable effort to ensure that the allegation and any related statements are reduced to writing, under oath, and signed. The written allegation shall be known as a complaint. The state shall review and consider seeking criminal prosecution against a complainant who is found to have made a false allegation against an employee. The state shall not discourage employees from seeking their own legal remedies against any individual(s) who is found to have made a false complaint against that employee.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

ARTICLE 7
INTERNAL INVESTIGATIONS

(C) When an employee is to be questioned or interviewed concerning a complaint or allegation, the employee will be informed prior to the interview of the nature of the investigation and whether the employee is the subject of the investigation or a witness in an investigation. Employees shall be informed of the right to have a union representative in attendance at the interview and where requested, an employee shall be given 48 hours to contact, consult with, and secure the attendance of a representative at the interview. If the employee is the subject of the investigation, the employee and their representative will also be informed of each complaint or allegation against the employee and the employee and representative shall be permitted to review all written statements and recordings made by the complainant and witnesses a minimum of two hours prior to the commencement of the interview in accordance with section 112, Florida Statutes. In the event the written statement or recordings are such that additional review time is warranted, the employee may request, and shall be granted additional time...

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

ARTICLE 7
INTERNAL INVESTIGATIONS

(F) Add language at end of paragraph to include:

The agency shall provide the employee with written documentation disclosing the reason for placing the employee on administrative leave.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

ARTICLE 7
INTERNAL INVESTIGATIONS

(I) Internal investigations will ordinarily be completed within 45 days from the date the complaint is filed, unless circumstances necessitate a longer period. An investigation shall not exceed 120 days without approval of the Agency Head or designee and a PBA representative...

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

ARTICLE 7
INTERNAL INVESTIGATIONS

(L) In the case of criminal, non-administrative internal investigation into the criminal misconduct of a sworn employee, the provisions of (B) through (J) shall not apply.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

ARTICLE 7
INTERNAL INVESTIGATIONS

(M) The agency shall record all interviews, discussions, and disciplinary hearings from the initiation of a complaint through the full conclusion of the investigative and/or grievance process.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

ARTICLE 7
INTERNAL INVESTIGATIONS

(N) All employee interviews or interrogations shall be conducted by an active full-time law enforcement officer as defined by Florida Statute 943.10(1). No employee interview or interrogation shall be conducted by a contracted employee or retired member of the agency.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

ARTICLE 7
INTERNAL INVESTIGATIONS

(P) The agency shall not exclude an employee from promotional or transfer opportunities based on disciplinary action under appeal. In the event an employee has a promotional opportunity delayed due to an ongoing investigation that is later exonerated, unfounded, not sustained, reversed in arbitration, or any other means of reversal, the employee shall be retroactively promoted regardless of the expiration of the applicable promotional list. The retroactively promoted employee shall be made whole to include seniority, rank, and backpay at the promoted rank.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

ARTICLE 10
DISCIPLINARY ACTION

(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, 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. Letters of counseling, counseling notices, and any other form of documentation of minor work deficiencies or conduct that is not discipline shall be clearly marked as being "not considered official discipline" or "not to be used as a reflection of official discipline" or some other clear written description reflecting that the documentation "shall not be viewed as an indication of formal discipline." Letters of counseling or counseling notices and any other form of documentation of minor work deficiencies or conduct that is not discipline shall be deemed void after 2-years from the date of issuance or creation and shall be removed from the employee's personnel file at the expiration of the 2-year period.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

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

SECTION 3 – WORK SCHEDULE

(A) Where an employee has an established schedule, a change in workdays or shifts will be posted no less than 21 calendar days in advance...

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

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

SECTION 7 – Special Compensatory Leave

(III) (E) Employees shall earn and accrue special compensatory leave credits based upon their individual shift, schedule, or actual hours assigned to be on duty.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

ARTICLE 19
PERSONAL PROPERTY – REPLACEMENT AND/OR REIMBURSEMENT

(A) Personal property subject to replacement or reimbursement pursuant to this article, other than the employee's watch (includes computer or "smart" watch), prescription glasses or cellular/mobile phone, must be approved in advance by the agency as required to adequately perform the duties of the position.

(B) Thereafter, an employee who, while on duty and acting within the scope of employment, suffers the damage, destruction or loss of their watch (as described above), prescription glasses, cellular/mobile phone, or other personal property approved pursuant to Paragraph (A), will be reimbursed, have such property repaired, or have such property replaced with an item which is of the same or similar quality, as described in this Article; provided, however, that:

(D) After meeting the conditions described above, the Agency Head or designee shall authorize reimbursement not to exceed the following amounts:

Watch (includes computer or "smart" watch) - \$500

Cellular/mobile phone - \$500

Prescription glasses - \$200 (including any required examination)

Other Items – the Agency Head or designee shall have final authority to determine the reimbursement value of any items other than watches (includes computer or "smart" watch), prescription glasses or cellular/mobile phones.

Total allowable per incident - \$3,000.

For the State

For PBA

Michael Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

ARTICLE 23
EQUIPMENT

SECTION 2 – High Visibility Lights

Add language at end of paragraph to include:

Each agency shall make reasonable effort to ensure purchased equipment will not place employees' health or safety at risk, and that purchased equipment will be adequately maintained.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

ARTICLE 24
ON-CALL ASSIGNMENT-CALL BACK-COURT APPEARANCE

SECTION 4 – Court Appearances

If an employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of 4-hours, whichever is greater.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

ARTICLE 25
WAGES

SECTION 2- Competitive Pay Adjustments

(A) Stricken

(B) Stricken

(A) On June 30, 2020 law enforcement officers' years of service will be determined by how many years they have completed as a state law enforcement officer. Beginning July 1, 2020, the following pay increases shall apply:

0 to 3 years of service:	0%
4 to 7 years of service:	3%
8 to 11 years of service:	5%
12 to 15 years of service:	7%
16 years of service and up:	9%

On September 1, 2020, the starting pay for law enforcement officers in all agencies under this agreement shall increase by 12%.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date