

COMMITTEE MEETING EXPANDED AGENDA

**JOINT SELECT COMMITTEE ON COLLECTIVE
BARGAINING**

**Senator Ring, Co-Chair
Representative Mayfield, Co-Chair**

MEETING DATE: Monday, December 19, 2011
TIME: 12:00 noon—1:30 p.m.
PLACE: *Pat Thomas Committee Room, 412 Knott Building*

SENATE MEMBERS: Senator Ring, Co-Chair; Senators Bogdanoff, Garcia, Montford, and Wise
HOUSE MEMBERS: Representative Mayfield, Co-Chair; Representatives Ahern, Clemens, Gibbons, and O'Toole

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



Committee:

JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING

Senator Ring, Co-Chair
Representative Mayfield, Co-Chair

Meeting Packet

Monday, December 19, 2011

12:00 noon —1:30 p.m.

Pat Thomas Committee Room, 412 Knott Building



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

December 15, 2011

The Florida Senate
Joint Select Committee on Collective Bargaining
404 South Monroe Street
525 Knott Building
Tallahassee, Florida 32399-1100

Re: Impasse of Fiscal Year 2012-13 Collective Bargaining Negotiations between the State of Florida
and all Parties at Impasse

Dear Members:

Please find the enclosed materials in response to the Joint Select Committee on Collective Bargaining's December 12, 2011, Notice of Public Hearing regarding the issues at impasse between the State of Florida and all parties at impasse pursuant to sections 216.163 and 447.403, Florida Statutes (2011). These materials include an overview of the collective bargaining units and state employee union membership; the state's notice of impasse to the Florida Legislature; the state and union proposals currently at impasse for each collective bargaining unit, the state's costing of union proposals; and the current status of negotiations.

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

Respectfully submitted,

Michael Mattimore
Chief Labor Negotiator

MM/psr

cc: Mike Hogan, Chairman, Public Employees Relations Commission
Michael Sevi, Assistant General Counsel, Executive Office of Governor Rick Scott
Renee Tondee, Policy Coordinator, Office of Policy and Budget
John P. Miles, Secretary, Department of Management Services
Jason Dimitris, General Counsel, Department of Management Services
Stephanie Leeds, Legislative Affairs Director, Department of Management Services

Please direct all correspondence to:
Office of General Counsel | 4050 Esplanade Way, Suite 160 | Tallahassee, Florida 32399-0950
Tel: 850.487.1082 | Fax: 850.922.6312

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OVERVIEW OF COLLECTIVE BARGAINING UNITS
Fiscal Year 2012-13
(Statistics as of December 2011)

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

The Master Contract covers four bargaining units:

Administrative and Clerical Unit - Includes approximately 15,000 Career Service employees whose work involves the keeping or examination of records and accounts or general office work. (Dues-paying members – 1,852)

Operational Services Unit - Includes approximately 3,600 Career Service laborers and artisans, as well as technicians, mechanics, operators, and service workers. (Dues-paying members – 2)

Human Services Unit - Includes approximately 7,800 Career Service employees involved in human or institutional services. (Dues-paying members – 27)

Professional Unit - Includes approximately 25,000 non-health care Career Service professional employees who are engaged in predominately intellectual work which requires discretion and judgment with advanced knowledge in a field of science or learning. (Dues-paying members – 20)

Federation of Physicians and Dentists – SES Physicians Unit

Includes approximately 330 physicians and senior physicians in the Selected Exempt Service. (Dues-paying members – 52)

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

Includes approximately 1,500 non-professional supervisory employees in the Selected Exempt Service. (Dues-paying members – 40)

State Employees Attorneys Guild – SES Attorneys Unit

Includes approximately 600 attorneys and senior attorneys in the Selected Exempt Service who are not supervisory, or designated confidential or managerial, and are required as a condition of employment to be members of the Florida Bar. (Dues-paying members – 10)

Florida Nurses Association – Professional Health Care Unit

Includes approximately 4,200 professional Career Service employees engaged in direct health care activities. (Dues-paying members – 532)

Florida State Fire Service Association – Fire Service Unit

Includes approximately 540 Career Service uniformed firefighters whose primary duty is the prevention and extinguishing of fires, the protection of life and property, the enforcement of municipal, county, and state fire prevention codes, as well as the enforcement of any law pertaining to the prevention and control of fires, who is certified pursuant to section 633.35, Florida Statutes. (Dues-paying members – 275)

Police Benevolent Association – Law Enforcement Unit

Includes approximately 1,200 Career Service sworn law enforcement officers, except those members of the Department of Highway Safety and Motor Vehicles.
(Dues-paying members – 447)

Police Benevolent Association – Florida Highway Patrol Unit

Includes approximately 1,600 Career Service sworn law enforcement officers of the Department of Highway Safety and Motor Vehicles. (Dues-paying members – 573)

Teamsters Local Union No. 2011 – Security Services Unit

Includes approximately 18,600 Career Service employees whose primary duties involve the direct care, custody, and control of persons involuntarily confined in state institutions; or the supervised custody, surveillance and control of assigned probationers and parolees.
(Newly certified bargaining agent as of December 5, 2011 – dues-paying membership not yet available)

Police Benevolent Association – Special Agent Unit

Includes approximately 250 Career Service professional, sworn law enforcement investigators in the Florida Department of Law Enforcement.
(Dues-paying members – 155)



DEPARTMENT OF MANAGEMENT
SERVICES

RICK SCOTT
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December 9, 2011

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

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

Re: Notification of Collective Bargaining Impasse

Dear Speaker Cannon and President Haridopolos:

There are 13 certified collective bargaining units in the State of Florida's workforce, four (4) of which are covered by a Master Contract between the State of Florida and the American Federation of State, County and Municipal Employees, Public Council 79 (AFSCME). The State of Florida's collective bargaining team is conducting negotiations with representatives of each of these bargaining units.

Because the State of Florida and the bargaining units have not reached agreement on certain articles in the collective bargaining agreements, a declaration of impasse is deemed to have occurred in accordance with section 216.163(6), Florida Statutes. Accordingly, this letter is provided by the bargaining representatives for the State of Florida to notify the Legislature that effective December 7, 2011, the following issues are unresolved and are, therefore, at impasse.

The following pages provide the status of each article by bargaining unit.

Please direct all correspondence to:
Office of General Counsel | 4050 Esplanade Way, Suite 160 | Tallahassee, Florida 32315-0950
Tel: 850.487.1082 | Fax: 850.922.6312

www.dms.MyFlorida.com

Florida Nurses' Association – Professional Health Care Unit (Successor Agreement Negotiations)

The State of Florida and the Florida Nurses' Association have not reached agreement on the following articles that contain issues impacting terms and conditions of employment:

- Article 3 – Vacant
- Article 4 – No Discrimination
- Article 6 – Grievance Procedure
- Article 7 – Disciplinary Action
- Article 8 – Work Force Reduction
- Article 9 – Reassignment, Transfer, Change in Duty Station
- Article 10 – Promotions
- Article 17 – Probationary Status
- Article 23 – Hours of Work/Compensatory Time/Compensation During Emergency Conditions
- Article 24 – On-Call Assignment
- Article 25 – Wages
- Article 26 – Differential Pay
- Article 27 – Insurance Benefits
- Article 31 – Vacant
- Article 33 – Entire Agreement
- Union proposed new article – Privatization of Health Care Services
- Union proposed new article – Department of Corrections Dentists Operating Under Temporary Certificates to Practice
- Union proposed new article – Prevailing Rights

The parties proposed either no changes, or only clarifying and grammatical changes, to the remaining articles of the agreement.¹

¹ Article 5 – Employee Representation and Association Activities, Article 11 – Classification Matter, Article 12 – Personnel Records, Article 13 – Safety, Article 14 – Performance Planning and Evaluation, Article 15 – Scope of Health Care Professional Practice, Article 16 – Employment Outside State Government, Article 18 – Leave, Article 19 – Replacement of Personal Property, Article 20 – Training and Education, Article 21 – Out of Title Work, Article 22 – Disability Leave, Article 28 – Travel Expenses, Article 29 – Drug-Free Workplace, Article 30 – No Strike, Article 32 – Management Rights, and Article 34 – Savings Clause

Florida State Fire Service Association – Fire Service Unit (Successor Agreement Negotiations)

The State of Florida and the Florida State Fire Service Association have not reached agreement on the following articles that contain issues impacting terms and conditions of employment:

- Article 5 – Representation Rights
- Article 6 – Grievance Procedure
- Article 7 – Disciplinary Action
- Article 9 – Voluntary Reassignment, Transfer, Change in Duty Station, and Promotions
- Article 10 – Occupation Profiles/Rules Maintained /Documentation
- Article 11 – Classification Review
- Article 12 – Personnel Records
- Article 13 – Health and Welfare
- Article 14 – State Vehicles and Vessels
- Article 16 – Retirement
- Article 17 – Allowances and Reimbursements
- Article 18 – Leaves of Absence
- Article 20 – Training and Education
- Article 21 – Committees
- Article 23 – Hours of Work and Overtime
- Article 24 – On-Call Assignment, Call-Back and Residency
- Article 25 – Wages
- Article 26 – Vacant (union proposes new Safety article)
- Article 27 – Uniforms
- Article 30 – Prevailing Rights
- Article 32 – Entire Agreement

The parties proposed either no changes, or only clarifying and grammatical changes, to the remaining articles of the agreement.²

² Article 2 – Gender Reference, Article 3 – Vacant, Article 4 – No Discrimination, Article 8 – Workforce Reduction, Article 15 – Probationary Status, Article 19 – Outside Employment, Article 22 – Personal Property – Replacement and/or Reimbursement, Article 28 – Vacant, Article 29 – Vacant, Article 31 – Management Rights, and Article 33 – Savings Clause

American Federation of State, County and Municipal Employees – Human Services, Professional, Operational Services, and Administrative and Clerical Units (Successor Agreement Negotiations)

The State of Florida and the American Federation of State, County and Municipal Employees have not reached agreement on the following articles that contain issues impacting terms and conditions of employment:

- Article 4 – No Discrimination
- Article 5 – Union Activities and Employee Representation
- Article 6 – Grievance Procedure
- Article 7 – Discipline
- Article 8 – Workforce Reduction
- Article 9 – Vacant (union proposes new Reassignment, Transfer, Change in Duty Station article)
- Article 10 – Vacant (union proposes new Promotion article)
- Article 11 – Classification Review
- Article 12 – Personnel Records
- Article 13 – Health and Safety
- Article 18 – Leaves of Absence, Hours of Work, Disability Leave
- Article 20 – Training
- Article 21 – Out of Title Work
- Article 24 – On-Call Assignment and Call-Back
- Article 25 – Wages
- Article 27 – Health Insurance
- Article 28 – Travel Expenses
- Article 30 – Vacant

The parties proposed either no changes, or only clarifying and grammatical changes, to the remaining articles of the agreement.³

³ Article 2 – Vacant, Article 3 – Vacant, Article 14 – Performance Review, Article 15 – Length of Service Preference, Article 16 – Vacant, Article 17 – Vacant, Article 19 – Replacement of Personal Property, Article 22 – Vacant, Article 23 – Vacant, Article 26 – Quality Service Through Partnership, Article 29 – No Strike, Article 31 – Management Rights, Article 32 – Entire Agreement, and Article 33 – Savings Clause

Police Benevolent Association – Special Agent Unit (Successor Agreement Negotiations)

The State of Florida and the Police Benevolent Association have not reached agreement on the following articles that contain issues impacting terms and conditions of employment:

- Article 5 – Employee Representation and Association Activities
- Article 6 – Grievance Procedure
- Article 7 – Internal Investigations and Disciplinary Action
- Article 8 – Workforce Reduction
- Article 9 – Reassignment, Transfer, Change in Duty Station, Promotion
- Article 12 – Personnel Records
- Article 14 – Performance Review
- Article 15 – Seniority
- Article 20 – Educational Assistance Plan
- Article 21 – Acting Ranks
- Article 23 – Workday, Workweek and Overtime
- Article 24 – On-Call Assignment, Call-Back and Court Appearances
- Article 25 – Wages
- Article 27 – Insurance Benefits
- Article 28 – Travel Expenses
- Article 31 – Prevailing Rights
- Article 33 – Entire Agreement

The parties proposed either no changes, or only clarifying and grammatical changes, to the remaining articles of the agreement.⁴

⁴ Article 2 – Gender Reference, Article 3 – Vacant, Article 4 – No Discrimination, Article 10 – Grooming, Article 11 – Classification Review, Article 13 – Safety, Article 16 – Employment Outside State Government, Article 17 – Department Vehicles, Article 18 – Leave, Article 19 – Personal Property – Replacement and/or Reimbursement, Article 22 – Job-Connected Disability, Article 26 – Equipment and Service Awards, Article 29 – Drug Testing, Article 30 – No Strike, Article 32 – Management Rights, and Article 34 – Savings Clause

Police Benevolent Association – Law Enforcement Unit (Reopener Negotiations)

The State of Florida and the Police Benevolent Association have not reached agreement on the following articles that contain issues impacting terms and conditions of employment:

- Article 5 – Employee Representation and PBA Activities
- Article 6 – Grievance Procedure
- Article 18 – Hours of Work and Job-Connected Disability
- Article 25 – Wages
- Article 27 – Insurance Benefits

Police Benevolent Association – Florida Highway Patrol Unit (Reopener Negotiations)

The State of Florida and the Police Benevolent Association have not reached agreement on the following articles that contain issues impacting terms and conditions of employment:

- Article 5 – Employee Representation and PBA Activities
- Article 6 – Grievance Procedure
- Article 18 – Hours of Work and Job-Connected Disability
- Article 25 – Wages
- Article 27 – Insurance Benefits

Teamsters Local Union No. 2011 – Security Services Unit (Successor Agreement Negotiations)

The State of Florida and the Teamsters Local Union No. 2011 have not reached agreement on the following articles that contain issues impacting terms and conditions of employment:

- Article 5 – Union Activities and Employee Representation
- Article 6 – Grievance Procedure
- Article 7 – Discipline and Discharge
- Article 8 – Workforce Reduction
- Article 9 – Reassignment, Transfer, Change in Duty Station
- Article 10 – Promotions
- Article 12 – Personnel Records
- Article 13 – Safety
- Article 15 – Seniority
- Article 18 – Leaves of Absence
- Article 20 – Training
- Article 23 – Hours of Work/Overtime
- Article 24 – On-Call Assignment and Call-Back
- Article 25 – Wages
- Article 27 – Insurance Benefits
- Article 28 – Travel Expenses
- Article 32 – Entire Agreement

The parties proposed either no changes, or only clarifying and grammatical changes, to the remaining articles of the agreement.⁵

⁵ Article 2 – Gender Reference, Article 3 – Vacant, Article 4 – No Discrimination, Article 11 – Classification Review, Article 14 – Performance Evaluations, Article 16 – Drug Testing, Article 17 – Death In-Line-of-Duty Benefits, Article 19 – Replacement of Personal Property, Article 21 – Compensation for Temporary Special Duty in Higher Level Position, Article 22 – Job-Connected Disability, Article 26 – Uniform and Insignia, Article 29 – No Strike, Article 30 – Vacant, Article 31 – Management Rights, Article 33 – Savings Clause

Federation of Physicians and Dentists – Selected Exempt Service Physicians Unit (Successor Agreement Negotiations)

The State of Florida and the Federation of Physicians and Dentists have not reached agreement on the following articles that contain issues impacting terms and conditions of employment:

- Article 3 – Vacant
- Article 5 – Employee Rights, Management, and Union Communications
- Article 6 – Grievance Procedure
- Article 8 – Termination Due To a Reduction in Force and Recall
- Article 16 – Leaves of Absence, Hours of Work
- Article 17 – Training and Education
- Article 18 – Wages
- Article 19 – Insurance Benefits
- Article 22 – Vacant
- Article 24 – Entire Agreement

The parties proposed either no changes, or only clarifying and grammatical changes, to the remaining articles of the agreement.⁶

⁶ Article 2 – Gender Reference, Article 4 – No Discrimination, Article 7 – Employee Standards of Conduct and Performance, Article 9 – Reassignment, Article 10 – Classification and Pay Plan, Article 11 – Classification Review and Professional Practice Scope, Article 12 – Personnel Records, Article 13 – Safety, Article 14 – Replacement of Personal Property, Article 15 – Drug Testing, Article 20 – Per Diem and Travel Expenses, Article 21 – Pay Plan and Classification of Work, Article 23 – Management Rights, and Article 25 – Savings Clause

**Federation of Physicians and Dentists – Selected Exempt Service Supervisory Non-Professional Unit
(Successor Agreement Negotiations)**

The State of Florida and the Federation of Physicians and Dentists have not reached agreement on the following articles that contain issues impacting terms and conditions of employment:

- Article 3 – Vacant
- Article 5 – Union Activities and Employee Representation
- Article 6 – Grievance Procedure
- Article 15 – Scope of Professional Responsibilities
- Article 18 – Hours of Work/Overtime & Leaves of Absence
- Article 23 – Insurance Benefits
- Article 24 – Call Back
- Article 25 – Wages
- Article 27 – Vacant
- Article 29 – Entire Agreement

The parties proposed either no changes, or only clarifying and grammatical changes, to the remaining articles of the agreement.⁷

⁷ Article 2 – Gender Reference, Article 4 – No Discrimination, Article 7 – Employee Standards of Conduct, Article 8 – Employee Rights, Article 9 – Vacant, Article 10 – Career Opportunities, Article 11 – Classification and Pay Plan, Article 12 – Personnel File, Article 13 – Safety, Article 14 – Review and Performance Evaluations, Article 16 – Employment Outside State Government, Article 17 – Drug Testing, Article 19 – Holidays, Article 20 – Training, Article 21 – Travel Expenses, Article 22 – Replacement of Personal Property, Article 26 – Printing of the Agreement, Article 28 – Management Rights, and Article 30 – Savings Clause

State Employees Attorneys Guild – Selected Exempt Service Attorneys Unit (Successor Agreement Negotiations)

The State of Florida and the State Employees Attorneys Guild have not reached agreement on the following articles that contain issues impacting terms and conditions of employment:

- Article 3 – Vacant
- Article 5 – Employee Rights, Management, and Union Communications
- Article 6 – Grievance Procedure
- Article 7 – Employee Standards of Conduct and Performance
- Article 11 – Classification Review and Professional Practice Scope
- Article 16 – Hours of Work and Employee Leave
- Article 17 – Training and Education
- Article 18 – Wages
- Article 19 – Insurance Benefits
- Article 22 – Vacant
- Article 24 – Entire Agreement

The parties proposed either no changes, or only clarifying and grammatical changes, to the remaining articles of the agreement.⁸

⁸ Article 2 – Gender Reference, Article 4 – No Discrimination, Article 8 – Workforce Reduction, Article 9 – Employment Opportunities, Article 10 – Classification and Pay Plan, Article 12 – Personnel Records, Article 13 – Safety, Article 14 – Replacement of Personal Property, Article 15 – Vacant, Article 20 – Per Diem and Travel Expenses, Article 21 – Employment Outside State Government, Article 23 – Management Rights, and Article 25 – Savings Clause

The Honorable Dean Cannon, Speaker
The Honorable Mike Haridopolis, Senate President
December 9, 2011
Page 11 of 11

Please note that the entire contents of the above-referenced articles are at impasse and the resolution of the articles is not limited to those issues discussed by the parties in negotiation sessions to date. Negotiations continue on these articles and it is possible that one or more may be resolved prior to the end of the legislative session. We will keep you informed of any changes resulting from continued negotiations.

In accordance with section 216.163(6), Florida Statutes, all unresolved articles as of this date are respectfully submitted for impasse.

If you have any questions or concerns, please contact me at 561-3503.

Sincerely,



Michael Mattimore
Chief Labor Negotiator

MM/psr

cc: Mike Hogan, Chairman, Public Employees Relations Commission
Michael Sevi, Assistant General Counsel, Executive Office of Governor Rick Scott
Renee Tondee, Policy Coordinator, Office of Policy and Budget
John P. Miles, Secretary, Department of Management Services
Jason Dimitris, General Counsel, Department of Management Services
Stephanie Leeds, Legislative Affairs Director, Department of Management Services
Collective Bargaining Unit Representatives



DEPARTMENT OF MANAGEMENT
SERVICES

RICK SCOTT
Governor

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

December 5, 2011

TRANSMITTED VIA ELECTRONIC MAIL

Ms. Jeanette D. Wynn, President
AFSCME Florida Council 79
3064 Highland Oaks Terrace
Tallahassee, Florida 32301

Mr. Ben Patterson, Esquire, Chief Negotiator
2260 Wednesday Street, Suite 300
Tallahassee, Florida 32315

Dear President Wynn and Chief Negotiator Patterson,

Thank you for your continued professionalism during our collective bargaining negotiations. The State of Florida has considered the proposals you provided for the Fiscal Year 2012-13 collective bargaining agreement (AFSCME Master Contract) during our initial successor agreement negotiations held on November 4, 2011.

The state proposes we maintain the status quo, with minor grammatical changes, for the following articles as the parties have not proposed changes to date:

Article 2 – Vacant
Article 3 – Vacant
Article 14 – Performance Review
Article 15 – Length of Service Preference
Article 16 – Vacant
Article 17 – Vacant
Article 19 – Replacement of Personal Property
Article 22 – Vacant
Article 23 – Vacant
Article 26 – Quality Service Through Partnership
Article 29 – No Strike
Article 30 – Vacant
Article 31 – Management Rights
Article 32 – Entire Agreement
Article 33 – Savings Clause

Please direct all correspondence to:

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President Jeanette D. Wynn and Chief Negotiator Ben Patterson

December 5, 2011

Page 2

The parties will continue to negotiate proposed changes to the following articles:

Article 1 – Recognition (state proposal)

Article 4 – No Discrimination (state proposal)

Article 5 – Union Activities and Employee Representation (state proposal)

Article 6 – Grievance Procedure (state proposal)

Article 7 – Discipline (both parties propose changes)

Article 8 – Workforce Reduction (both parties propose changes)

Article 9 – Vacant (union proposes Reassignment, Transfer, Change in Duty Station; state proposes Vacant)

Article 10 – Vacant (union proposes Promotion; state proposes Vacant)

Article 11 – Classification Review (state proposal)

Article 12 – Personnel Records (state proposal)

Article 13 – Health and Safety (state proposal)

Article 18 – Leaves of Absence, Hours of Work, Disability Leave (both parties propose changes)

Article 20 – Training (state proposal)

Article 21 – Out of Title Work (state proposal to include title change to Compensation for Temporary Special Duty in a Higher Level Position)

Article 24 – On-Call Assignment and Call-Back (state proposal)

Article 25 – Wages (both parties propose changes)

Article 27 – Health Insurance (state proposal to include title change to Benefits)

Article 28 – Travel Expenses (state proposal)

Article 32 – Entire Agreement (state proposal)

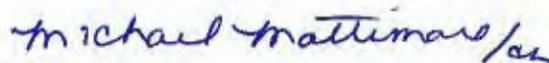
Article 34 – Duration (state proposal)

Written contract proposals are included for your consideration and response. We will continue to negotiate and to seek resolution of any unresolved issues.

By separate copy, you will be provided with the proposed salaries and benefits in the Governor's Fiscal Year 2012-13 legislative budget request.

Please do not hesitate to contact me with any requests.

Sincerely,



Michael Mattimore
Chief Labor Negotiator

MM/psr

Enclosures

cc: Management Advisory Council and State Bargaining Team
Michael Sevi, Assistant General Counsel, Executive Office of Governor Rick Scott

**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 positions occupations/classifications added or deleted since the last unit clarification that may require a modification of Appendix A. ~~The Parties agree that within six (6) 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, employees, supervisory, employees, and confidential employees as determined by the Florida Public Employees Relations Commission PERC, temporary employees as defined in Rule 60L-33.003, Florida Administrative Code¹, emergency employees, substitute employees and all other employees, including persons paid from Other Personal Services (OPS) Funds as defined by Florida Statutes.

~~(B) Appointment of temporary employees, emergency employees and substitute employees shall be defined in the Personnel Rules at Section 60L-33.003, Florida Administrative~~

For the State

For AFSCME Florida Council 79

Michael Mattimore
State’s Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

Date

~~Code.¹ Persons paid for from Other Personal Services (OPS) Funds are as defined by Florida Statutes.~~

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

Section 3 – New Positions/Occupational Profiles

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

(B) When the Sstate has decided that a revision of an occupational profile for positions covered by this Contract is needed, the Department of Management Services shall notify the ~~Chief Negotiator~~ President of the Union in writing of the proposed changes. The ~~Chief Negotiator~~ President of the Union shall notify the ~~General Counsel of the~~ Department of Management Services, in writing, within ~~thirty~~ {30} calendar days of any comments it has concerning the proposed changes, or of its desire to discuss ~~the proposed change(s)~~ them. Failure of the Union to notify the ~~General Counsel of 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.

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

¹ All references to administrative rules and statutes are to the language of the referenced rules and statutes as of the date of execution of the agreement.

For the State

For AFSCME Florida Council 79

Michael Mattimore
State’s Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

Date

Article 2
VACANT

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

Article 3
VACANT

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

Article 4
NO DISCRIMINATION

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

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

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

SECTION 2 – Sexual Harassment

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

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

(C) Any claim of sexual harassment by an employee against the **S**state, its officials or representatives, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

SECTION 3 – Affirmative Action Program

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

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

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

Date

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

The term "Steward," as used in this Contract, shall mean an employee covered by this Contract who has been designated by the President of AFSCME Council 79 to investigate grievances at the Oral Step and to represent grievants at the Oral Step and Step 1 meetings on grievances which have been properly filed under Article 6 of this Contract; when the Union has been selected as the employee's representative.

The term "employee", as used in this Contract, shall mean an employee included in one of the bargaining units represented by the Union.

SECTION 2 – Designation of Employee Representatives

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

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

(1) Agency/Regional/District Headquarters Locations

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

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Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

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(2) Institution

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

(3) Remote/Satellite Work Locations

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

(C) The Union shall furnish the **Ss**ate the name, **social security number**, official class title, bargaining unit, name of employing agency, and specific work location of each Steward who has been designated in accordance with Paragraph (B) of this **Ss**ection. The **Ss**ate 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**.

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

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

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

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

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the grievant's work location, subject to the limitations prescribed in Article 6.

SECTION 3 – Bulletin Boards

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

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

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

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

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

SECTION 4 – Employee Lists

Upon requests of the President of AFSCME Council 79, the **Ss**tate will, on a quarterly basis, provide the Union with a list giving the name, home address on file, classification title, and gross salary for each employee in these bargaining units. This list will be prepared on the basis of the latest information on file at the time the list is prepared. The addresses of protected employees marked as confidential in the system will not be produced as a public record in accordance with **Ss**ection 119.071(4), Florida Statutes. The portion of the produced list which contains the home or work address of **the an** employee within the bargaining unit is produced for the sole and exclusive use of the union for official union business. The employee information may not be relayed, sold, or transferred to any third party nor can the information be used by any

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entity or individual outside of official union business. Where employee lists are fully available at no cost to nonpublic entities, they shall be made available to the President of AFSCME Council 79 upon written request at no cost.

SECTION 5 – Occupational Profiles/Rules

The State will provide inform the President of AFSCME Council 79 with a copy of any revisions to the occupational profiles for positions within these bargaining units; and any revisions to the Personnel Rules of the State Personnel System. Any request for additional copies of the Personnel Rules of the State Personnel System will be made by the President of AFSCME Council 79 and directed to the Chief Negotiator of the Union on the Department of Management Services' website.

SECTION 6 – Representative Access

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

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

SECTION 7 – Consultation

(A) In order to provide a means for continuing communication between the parties and upon request of the President of AFSCME Council 79, the Secretary of the Department of Management Services and/or designated representative(s) and not more than six unit 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) Upon request by a Union representative, no lower than a Union Regional Director, the Agency Head and/or designee(s) and the Union representative, with not more than six Union representatives from the agency, shall make a good faith effort to meet and consult. Such meetings shall be held at a time and place to be designated by the Agency Head or designee after consulting with the Union representative.

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

(D) All consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at the consultation meeting outside of regular working hours shall not be deemed time worked.

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

(F) Decisions reached through consultation meetings shall be reduced to writing and a copy shall be furnished 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

The Union agrees that all collective bargaining is to be conducted with the Sstate representatives designated for that purpose by the Governor, as chief executive officer. While negotiating meetings shall normally be held in Tallahassee, the Sstate and the Union may mutually agree to meet elsewhere at a Sstate facility or other location which involves no rental cost to the Sstate. There shall be no negotiation by the Sstate or the Union at any other level of Sstate government unless the parties expressly agree to do so in writing.

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Michael Mattimore
State's Chief Labor Negotiator

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Chief Negotiator

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Article 6
GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Contract that is filed on a grievance form as contained in Appendix B.

(B) "Employee" shall mean an individual employee or a group of employees having the same grievance.

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

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

SECTION 2 – Election of Remedy and Representation

(A) Nothing in this Article or elsewhere in this Contract shall be construed to permit the Union or an employee to process a grievance (1) on behalf of any employee without his consent, or (2) when the subject of such (employee's) grievance; is at the same time the subject of an administrative action under Section 120.569 or 120.57, Florida Statutes, or appeal before a governmental board or agency, or court proceeding, except that employees shall have the right to pursue claims of discrimination in other appropriate forums at all times. If a grievance is filed that may be processed under this Article and also under the Public Employees Relations Act pursuant to section 110.227(5), Florida Statutes, the grievant shall indicate at the time the grievance is reduced to writing which procedure is to be used as the exclusive remedy. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this Grievance Procedure shall indicate at the Oral Step or initial written step (if authorized by the provisions of this Article) whether or not the

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~~employee shall to~~ be represented by the Union or another representative designated by the employee. If the employee is represented by the Union or another representative, any decision mutually agreed to by the State and Union, or the State and the employee's designated representative, shall be binding on the employee.

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

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

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

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

(4) A Steward who has been selected to represent an employee as provided in this Article, will be considered a required participant at the Step 1 grievance meeting.

(5) An employee who files a grievance in accordance with this Article, or the designated spokesperson in a class action grievance, will be considered a required participant at the Oral Step and Step 1 grievance meetings.

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

(E) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this Contract, the Union shall be given reasonable

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opportunity to be present at any meeting called for the resolution of the grievance, and processing of the grievance will be in accordance with the procedures established in this Contract. The Union shall not be bound by the decision of any grievance in which the employee chose not to be represented by the Union.

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

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

SECTION 3 – Procedures

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

(B) Once a grievance is filed, no new violation or issue can be raised.

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

(D) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

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

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated filed at Step 2 on the grievance form as contained in Appendix B of this Contract ~~or 3 as appropriate, by filing a grievance form as set forth in Step 1 to be received by the agency representative for the step in question~~ within 21 days following the occurrence of the event giving rise to the grievance. A grievance may be filed by facsimile, Email, personal service, or via the United States Postal Service.

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

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Florida 32399-9050, within 21 days of the occurrence of the event giving rise to the grievance.

(F) Any employee who has not attained permanent status in his or her position can only bring file non-discipline grievances, which are final and binding at to Step 3 as provided for in this Article. With respect to disciplinary grievances, Oral reprimands shall not be grievable under the provisions of this contract, however a Any employee who has attained permanent status in his or her position may grieve a written reprimand up to Step 2; and the decision at that level shall be final and binding.

(G) Grievances shall be presented and adjusted in the following manner, and no one individual may respond to a grievance at more than one written step. In the event a grievance is not answered in a timely manner at the preceding step, the State agrees not to remand the grievance for the purpose of obtaining the answer without the mutual agreement of the Union or the employee's designated representative, if any.

(1) Oral Discussion

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

(b) If the grievance is not resolved by such informal discussion, the employee may, within 21 days after receipt of a timely decision at the Oral Step, file a formal written grievance at Step 1 of this procedure.

(c) Failure to communicate the decision in a timely manner to be received within the specified time limit shall permit the employee, the Union, or other designated employee representative where appropriate, to proceed to the next step.

(d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified in this step of this procedure may be extended in writing provided there is mutual agreement by both sides parties. There shall be no retroactive extensions of time limits.

(2) STEP 1

(a) The employee or the designated employee representative shall file a written grievance with the Step 1 Management Representative to be received within 21 days following the occurrence of the event giving rise to the grievance, or within 21 days of receipt of

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the decision at the Oral Step, whichever is later, on a grievance form furnished by the Union 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) or provision of the Contract allegedly violated, and the relief requested. A grievance may be filed by facsimile, Email, personal service, or via the United States Postal Service. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form.

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

(c) Failure to communicate the decision in a timely manner to be received within the specified time limit shall permit the employee, the Union, or other designated employee representative where appropriate, to proceed to the next step.

(d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified in this step of this procedure may be extended in writing provided there is mutual agreement by both sides parties. There shall be no retroactive extensions of time limits.

(3) STEP 2

(a) If the grievance is not resolved at Step 1, the employee or the employee's representative may file a written grievance with the Agency Head or designated representative to be received within 21 days after receipt of the decision at Step 1 provided the Step 1 decision is received on or before the last valid due date. The grievance may be filed by facsimile, Email, personal service, or via the United States Postal Service. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.

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

(c) Failure to communicate the decision in a timely manner to be received within the specified time limit shall permit the employee, the Union, or other designated employee representative where appropriate, to proceed to the next step.

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

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

(4) STEP 3

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

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

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

(d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified in this step of this procedure may be extended in writing provided there is **mutual** agreement by both **sides parties**. There shall be no retroactive extensions of time limits.

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(5) GRIEVANCE MEDIATION

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), either prior to the grievance being submitted to arbitration or after it has been submitted but before a hearing is scheduled. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

(5 6) ARBITRATION

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

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

(c) The arbitrator shall be one person from a panel of at least five (5) arbitrators, mutually selected by the ~~S~~state and the Union to serve in rotation for any case ~~or cases~~ submitted. The Department of Management Services shall facilitate the scheduling of all arbitration hearings and shall contact the next arbitrator in the agreed rotation and coordinate the arbitration hearing time and date on the request of either party.

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

(e) Issues of arbitrability shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by

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conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of (5)(c) of this Article.

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

1. The arbitrator shall issue his a decision not later 30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.

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

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

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

a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance.

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

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

(g h) 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

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be deemed a waiver of the grievance.

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

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

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Michael Mattimore
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**Article 7
DISCIPLINE**

SECTION 1 – For Cause

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

SECTION 2 – Notice

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

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

SECTION 3 – Remedies

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

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Article 8 WORKFORCE REDUCTION

SECTION 1 – Workforce Reduction

When unit employees are to be laid off as defined in Florida Statutes, the Sstate 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. ~~Continuous service shall include all employees in paid status or on authorized leave without pay.~~ In determining which employees to retain, the Sstate 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 Sstate shall utilize assessment procedures that include comparative merit, demonstrated skills, experience, and length of service. The state shall also evaluate and ~~to~~ 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, F.A.C Florida Administrative Code.

SECTION 2 – Procedures Prior to Layoff

Before an unit employee is laid off as a part of a workforce reduction, an agency shall provide the unit employee with reasonable notice of the intended action. Where possible the agency shall provide at least ~~thirty~~ 30 days notice, and in all cases the agency shall provide at least ten days notice or a combination of notice and pay. An bargaining unit employee facing a layoff as a result of a workforce reduction shall have the opportunity for a first interview with any 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.

SECTION 3 – Placement Assistance

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

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

Date

SECTION 4 – First Interview Following Layoff

During the twelve months following the date an unit 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.

- (a) The laid off unit 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 unit employee will be granted an interview for the vacant position.
- (c) ~~Each laid off unit employee is entitled to invoke a first interview on one occasion. However, a~~ An employee who, after a first interview, determines that he is not suited for the position, may withdraw from the competitive selection process and retain his right to a first interview, provided his/her withdrawal is in writing and is received by the agency within seven calendar days after the interview, or before the agency selects a candidate for the position, whichever is sooner. At its discretion, a Department or Agency may provide for additional first interview opportunities.
- (d) An unit employee that is laid off and is rehired under this section within ~~twelve (12)~~ months of the layoff will accumulate leave credits based on the number of years employed at the time of layoff.
- (e) An unit employee that is laid off and is rehired into a full-time equivalent position within the ~~twelve (12)~~ months following a layoff will be credited with any annual or sick leave that was held in abeyance and not cashed out.
- (f) An unit employee that is laid off and rehired after a first interview will be placed within at his/her former salary or within an appropriate salary range commensurate with the position considering availability of funds, and the skills, background of employee, and experience of the employee.

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

Date

Article 9
VACANT

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

Article 10
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

Article 11
CLASSIFICATION REVIEW

SECTION 1 – Additional Duties

(A) When an employee alleges that ~~the employee~~ **he** is being regularly required to perform duties which are not included in ~~the his~~ position description ~~of the position being filled by the employee,~~ and the employee alleges that the duties assigned are not included in the official occupational profile for the broadband level to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or **his** designee shall review the duties as requested. The employee will receive a copy of the written decision within 60 days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed. If the decision is to reclassify the position and the employee is to receive a promotional pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review.

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

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

SECTION 2 – Work Load Quotas

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

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

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

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~~discuss an appropriate remedy.~~

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

Article 12
PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee, which shall be maintained by the ~~Department of Management Services or its designee which may be a contractor employing agency.~~

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

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

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

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

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

Date

Article 13
HEALTH AND SAFETY

SECTION 1 – Safety Committee

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

(B) Where management has created a workplace safety committee in a State-controlled facility, the Union shall select one unit employee of the facility to serve on such committee.

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

SECTION 2 – Employee Safety

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

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

SECTION 3 – Grievability

Complaints which arise under the application or interpretation of this Article shall be grievable, but only up to Step 2 of the Grievance Procedure of the Contract.

SECTION 4 – Use of Inmate Labor or Known Criminal Offender Labor

(A) Employees working for any agency, exclusive of the Department of Corrections and the Department of Juvenile Justice, who are not told at the time of employment in that

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

Date

position that they may be required to work with or supervise inmates or persons known to by the agency to be under the supervision of a court or a criminal justice agency, may, because of religious or moral objection, request reassignment to a comparable vacant position not requiring work with or supervision of inmates or persons known to by the agency to be under the supervision of a court or criminal justice agency. Such requests shall not be unreasonably denied.

(B) It shall be prohibited for any agency head, or any other officer or employee of an agency, to take any retaliatory action against an individual who, in accordance with this **§**section, requests reassignment to a position not requiring work with or supervision of inmates or persons known to by the agency to be under the supervision of a court or criminal justice agency.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

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Ben Patterson
Chief Negotiator

Date

Article 14
PERFORMANCE REVIEW

Performance reviews shall be conducted in accordance with Rule 60L-35, Florida Administrative Code, Performance Evaluation System.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

Article 15
LENGTH OF SERVICE PREFERENCE

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

Article 16
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

Article 17
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

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 Sstate 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 Sstate 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 Sstate 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.

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

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 (10) calendar days in advance, and will reflect at least a two workweek schedule; however, the Sstate will make a good faith effort to reflect a one month schedule. With prior written notification of at least three workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is

For the State

For AFSCME Florida Council 79

Michael Mattimore
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Chief Negotiator

Date

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disapproved.

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

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

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

SECTION 4 – 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 5 – Negotiation Committee

The Union may designate certain 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 Negotiations Committee shall be provided to the Department of Management Services by September 1 of each year.

SECTION 6 – Union Activities

Employees covered by this Contract shall have the right to request annual or compensatory leave or leave without pay for the purpose of attending Union conventions,

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

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conferences and meetings. When such requests cannot be granted, the supervisor shall provide such denial in writing.

SECTION 7 – Disability Leave

(A) An employee ~~who is~~ eligible for disability leave with pay under the provisions of Rule 60L-34, Florida Administrative Code, shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full pay status under Rule 60L-34, Florida Administrative Code. The Agency Head or designee shall not unreasonably refuse to submit a request to carry an employee in full pay status under the provisions of Rule 60L-34, Florida Administrative Code; provided, however, the Secretary of the Department of Management Services or designee shall have the right to determine whether ~~or not~~ an employee should be carried in full pay status for more than 26 weeks.

(B) Except as provided in sub-section (C) below, no employee shall be carried in full pay status until the employee has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave, or leave without pay.

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

SECTION 8 – Special Compensatory Leave

(A) Special compensatory leave will be earned and credited pursuant to Rule 60L-34, Florida Administrative Code. In no case shall the employee’s accrued special compensatory leave balance exceed 240 hours.

(B) In the event that the employee’s current special compensatory leave balance is at the 240 hour maximum, and the employee is required to work under conditions that would normally earn special compensatory leave credits, no additional special compensatory leave is earned.

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

For the State

For AFSCME Florida Council 79

Michael Mattimore
State’s Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

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Article 19
REPLACEMENT OF PERSONAL PROPERTY

Bargaining unit employees who are employed in state institutions and have eyeglasses, watches or other items approved pursuant to section (3) damaged or destroyed by children, patients, or inmates in the care or custody of the institution may seek and obtain restitution in accordance with the following conditions:

1. The employee is obligated to file a report describing the occurrence of the damage.
2. The damage cannot be the result of the negligence of the employee.
3. The restitution cannot exceed the following:
 - A) Watch - \$75
 - B) Prescription glasses - \$200 – including any examination
 - C) Other items approved in advance by the Department of Management Services.
 - D) Total allowable per incident - \$500
4. Such reimbursements require the approval of the agency head or as a result of an investigation and determination, if appropriate, of the Department of Legal Affairs.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

**Article 20
TRAINING**

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

SECTION 1 – Employee Training

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

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

SECTION 2 – Contract Administration Training

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

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

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

SECTION 3 – Education Assistance Plan

Employees may be eligible for tuition-free state university and community college

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

Date

courses in accordance with Section 1009.265(1), Florida Statutes, and as approved by the legislature.

SECTION 4 – Employee Education

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

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

(C) No out-of-state travel will be approved to attend such courses, institutes or workshops when similar programs are available within the State of Florida.

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

SECTION 5 – Career Ladders

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

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

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

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

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

(4) Identifying changes in the Personnel Rules of the State Personnel System, Florida Statutes, or funding methods which will enhance career opportunities and upward

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

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mobility for employees; and

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

Article 21

OUT OF TITLE WORK

COMPENSATION FOR TEMPORARY SPECIAL DUTY IN A HIGHER POSITION

(A) Each time an employee is designated by the employee's immediate supervisor to act in a vacant established position in a higher broadband level than the employee's current broadband level, and **actually** performs a major portion of the duties of the higher level position, irrespective of whether the higher level position is funded, for **a period of time** more than 22 workdays within any six consecutive months, the employee shall be eligible to receive a temporary special duty additive in accordance with the **Personnel** Rules **of the State Personnel System**, beginning with the 23rd day.

(B) Employees being paid at a higher rate while temporarily **filling acting in** a position in a higher broadband level will be returned to their regular rate of pay when the period of temporary **employment special duty** in the higher broadband level is ended.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

Article 22
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Michael Mattimore
State's Chief Labor Negotiator

Date

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Ben Patterson
Chief Negotiator

Date

Article 23
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For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

Article 24
ON-CALL ASSIGNMENT AND CALL-BACK

SECTION 1 – On-Call

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

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

(C) On-Call Fee

(1) When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of \$1.00 per hour for each hour such employee is required to be on-call. If an on-call period is less than one hour, the time while on-call will be rounded to the nearest one-fourth hour and the employee will be paid 25 cents for each one-fourth hour of on-call assignment.

(2) An employee who is required to be on-call on a Saturday, Sunday or holiday as listed in ~~S~~section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth of the statewide minimum for the employee's paygrade or payband, or at the rate specified in the above paragraph, whichever is greater, for the period such employee is required to be available.

SECTION 2 – Call-Back

When ~~A~~an employee who has been instructed to be on-call in accordance with section

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

Date

1(A) above, is called back to the work location to perform assigned duties, beyond the employee's scheduled hours of work for that day, the employee shall be credited for actual time worked, or a minimum of two hours, whichever is greater. The rate of compensation shall be in accordance with the Personnel Rules of the State Personnel System. An employee's immediate supervisor who is covered by this Contract shall not have the authority to place an employee in call-back status.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year ~~2011-2012~~ 2012-13 General Appropriations Act ~~as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands.~~

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year ~~2011-2012~~ 2012-13 General Appropriations Act.

SECTION 2 – Cash Payout of Annual Leave

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

SECTION 3 – Savings Sharing Program

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

SECTION 4 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to ~~Chapter~~ Rule 60L-35, Florida Administrative Code.

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

Date

Article 26
QUALITY SERVICE THROUGH PARTNERSHIP

The State recognizes the right of the Union to represent or assist employees in the Savings Sharing Program as defined in section 110.1245, Florida Statutes, and Rule 60L-37, Florida Administrative Code.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

Article 27
HEALTH INSURANCE
BENEFITS

Section 1 – Health Insurance

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

Section 2 – Retirement

Consistent with § 121.011(3)(d), Florida Statutes, and *Florida Sheriff's Association v. Dept. of Admin.*, 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits, rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.

For the State

For AFSCME Florida Council 79

Michael Mattimore
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Ben Patterson
Chief Negotiator

Date

Date

Article 28
TRAVEL EXPENSES

Per diem and travel expenses shall be paid for authorized travel on ~~S~~state business in the manner and amounts as provided in ~~S~~section 112.061, Florida Statutes. The ~~S~~state will make a good faith effort to pay travel vouchers within 30 days after they have been properly completed and submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

~~All bargaining unit E~~ Employees shall be allowed either of the following for each day of travel, at the option of the employee, for subsistence when traveling to ~~a convention or conference or when traveling within or outside the state in order to~~ conduct bona fide state business, as authorized by the agency, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel, at the option of the traveling employee:

- (A) Eighty dollars per diem; or
- (B) If actual expenses exceed \$80, the following amounts for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills:
 - Breakfast..... \$6
 - Lunch..... \$11
 - Dinner..... \$19

The use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the agency head or his or her designee. Whenever travel is by privately owned vehicle, the traveler shall be entitled to a mileage allowance at a fixed rate of 44.5 cents per mile.

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

Date

Article 29
NO STRIKE

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

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

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

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

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

Date

Article 30
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

Article 31
MANAGEMENT RIGHTS

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

Article 32
ENTIRE AGREEMENT

SECTION 1

(A) This Contract, ~~upon ratification,~~ supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Contract between the parties, and concludes collective bargaining for its term. Memoranda of Agreement reached by the parties outside the Master Contract, which address specific agencies or specific circumstances, shall continue to govern their subject matter, until they expire by their own terms, or are renegotiated.

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

SECTION 2 – Obligation to Bargain

(A) The ~~State~~ and the Union recognize that changes in federal or state law and judicial decisions may affect this agreement and require modification of ~~the agreement~~ it. The parties agree to meet and bargain with regard to any provision of this ~~agreement~~ Contract which has been altered, changed, or nullified by federal or state law or judicial decision.

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

SECTION 3 – Memorandum of Understanding/Settlements

The parties recognize that during the term of this Contract situations may arise which require the terms and conditions not specifically and clearly set forth in the Contract to be clarified or amended. Under such circumstances, the Union is specifically authorized by ~~bargaining unit~~ employees to enter into settlement of grievance disputes or memoranda of understanding, which clarify or amend this Contract, ~~with no necessity for such action(s)~~ ~~without having~~ to be ratified by ~~bargaining unit members~~ employees.

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

Date

Article 33
SAVINGS CLAUSE

(A) If any provision of this Contract is in contravention of the laws or regulations of the United States or of this State, by reason of any court action or existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Contract fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced; but the remaining parts or portions of this Contract shall remain in full force and effect for the term of this Contract. The State shall take such action to conform any rule over which it has amendatory power to the provisions of this Contract. The parties agree that certain matters that are currently the subject of litigation between the parties are not waived, settled, released or otherwise resolved by this Contract.

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

(C) This Article is intended to save this Contract from invalidity by removing any provision which subsequently conflicts with substantive law. If a provision of this Contract is rendered invalid, as specified in section (A), above, the parties shall meet and bargain for the purpose of renegotiating the offending provision.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME Florida Council 79

Ben Patterson
Chief Negotiator

Date

**Article 34
DURATION**

SECTION 1 – Term

This Contract shall ~~be effective upon ratification and shall~~ remain in full force and effect through the thirtieth day of June ~~2012~~ 2013. This Contract shall remain in full force during the period of negotiations on a successor agreement. ~~This agreement and~~ may be extended in the manner set forth in the following paragraph.

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

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

SECTION 2 – Notices

Notices hereunder shall be given by registered or certified mail, and if by the Sstate shall be addressed to Florida Public Employees Council 79, American Federation of State, County and Municipal Employees, 3064 Highland Oaks Terrace, Tallahassee, Florida 32301; and if by the Union shall be addressed to the Chief Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Contract may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Contract as provided above, would apply only to those employees permanently or temporarily assigned to such areas.

For the State

For AFSCME Florida Council 79

Michael Mattimore
State's Chief Labor Negotiator

Ben Patterson
Chief Negotiator

Date

Date

AFSCME PROPOSAL

NOVEMBER 4, 2011

ARTICLE 10 (NEW)

PROMOTION

The State and the Union agree that promotions should be used to provide career mobility within the Career Service System and should be based on the relative merit and fitness of applicants.

Toward the goal of selecting the most qualified applicant for each promotional vacancy, the parties agree that the provisions of this Article, along with all provisions of the Personnel Rules of the Career Service System, will be followed when making such appointments. Further, the parties will make a good faith effort to develop and implement standard agency criteria for selecting employees for promotional opportunities.

SECTION 1 - Definitions

As used in this Article

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

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

(C) "Permanent status" shall mean the successful completion of one year of service in a Career Service System classification to which the employee was initially appointed in a probationary status. Permanent status, once attained shall attach to the employee throughout continuous service.

SECTION 2 - Procedures

(A) An employee who has attained permanent status in the Career Service class currently served in may apply for a promotion by submitting a Request for Promotion Form, furnished by the State, to the agency in which the promotional position is located, that he wishes to be considered for promotional vacancies. Such requests shall

indicate the class(es) and the county(ies) to which the employee would like to be promoted. A State of Florida Employment Application Form must be completed and sent with the employee's request for promotional consideration, and the employee's eligibility shall be determined by use of this completed application. Each applicant will be notified of his eligibility or ineligibility for the class(es) applied for. The employing agency shall make such forms available for completion and submission.

(B) An employee may submit a request for promotional consideration at any time; however, all such requests shall expire on May 31 of each calendar year. A request for promotional consideration must be submitted prior to the close of the Job Opportunity Announcement (JOA) in order to be considered for the vacancy posted in the JOA.

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

SECTION 3 - Method of Filling Vacancies

(A) Except where a vacancy is filled by demotion, or by reassignment as defined in Article 9 of this Contract, those employees who have applied for promotion in accordance with Section 2 shall be given first consideration for promotional vacancies.

(B) Each employee who applies in accordance with Section 2 will be notified in writing by the appointing authority when the position has been filled and if the selectee has less time in service than the rejected applicant(s), the notification shall also state the complete reason for the selection decision.

SECTION 4 - Grievability

The provisions of this Article may be grieved in accordance with Article 6 of this agreement.

APPROVED

AFSCME _____

STATE _____

AFSCME PROPOSAL

November 4, 2011

ARTICLE 18

LEAVE OF ABSENCE, HOURS OF WORK, DISABILITY LEAVE

Section 5 – Negotiations Committee

The Union may designate certain employees within each unit to serve as its Negotiation Committee, and such employees will be granted leave with pay to attend negotiating sessions with the State and to participate in the ratification of the subsequently achieved collective bargaining agreement that is to be presented to bargaining unit members for approval; 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 employees unduly hamper the operations of the work unit.

[Sections 1, 2, 3, 4, 6, and 7 shall be unchanged]

Approved

STATE _____ Date _____

AFSCME _____ Date _____

AFSCME WAGE PROPOSAL

November 4, 2011

Article 25

Wages

SECTION 1 – Fiscal Year 2012-13 General Wage Increase

The State agrees to implement the following pay increases and pay provisions on July 1, 2012:

Section 1. A. Pay and Regular Compensation. The State and the Union agree that no employee should receive compensation of less than \$24,000 per year. To achieve this goal the State agrees to raise the minimum annual pay in its pay plan to \$24,000 per year and to increase the pay of all employees to the greater of \$24,000 per year or by seven per cent of their current pay. Calculated on the basis of 2088 working hours per year the is minimum hourly rate of pay is \$11.49 per hour.

B. Overtime Compensation. The State agrees to pay employees time and one-half for each hour worked in excess of ten hours in any consecutive twenty-four hour period commencing with the start of any work period and to otherwise compensate employees for hours worked in excess of forty hours per workweek in accordance with the Fair Labor Standards Act.

C. Holiday Pay. The State agrees to pay employees who are required to work on a Holiday two times their regular rate of pay for all hours worked during that day. Holiday pay for employees released from work to honor the holiday will equal the daily pay for the hours regularly worked, i.e., an employee who works a 12 hour shift will receive 12 hours pay for the holiday.

D. Starting Pay. The State agrees that it will hire no person into a Career Service System position at any rate of pay that is higher than the minimum rate of pay in its pay plan for the pay band of the position in which the hire is to be made without first obtaining the approval and the consent of the Union.

E. Shift Differential Pay. Employees who work shifts will receive a shift differential that will increase their regular rate of pay by Five Percent for work that involves a shift that commences work after 2:00 p.m. and Ten Percent for work that involves a shift that commences work after 8:00 p.m. For shifts that commence work prior to 2:00 p.m. but involve work after 5:00 p.m., all hours worked after 5:00 p.m. and prior to 8:00 p.m. will be compensated as if the shift commenced after 2:00 p.m. and hours worked after 10:00 p.m. will be compensated as if the shift commenced at 8:00 p.m.

F. Competitive Area Differential. An additive for competitive area differential may be approved by the Department of Management Services based on the approved residency and as

otherwise presently provided to employees in those areas. The State and the Union agree to confer and negotiate on further extensions of the existing Competitive Area Differential to other counties and on the monetary level of such Competitive Area Differentials.

G. Assignment Pay. The State may assign one or more of the below-categories of duties to an employee. If an employee is so assigned the following amounts of increase shall be granted:

- a. **Lead worker** – An amount that is the equivalent of 10% of the pay grade minimum.
- b. **Coordinator** - An amount that is the equivalent of 15% of the pay grade minimum.
- c. **Temporary Special Duty** - An amount that is the equivalent of 15% of the pay grade minimum.
- d. **Trainer** - An amount that is the equivalent of 15% of the pay grade minimum.
- e. **Hazardous Duty** - An amount that is the equivalent of 15% of the pay grade minimum.

H. Hurricane Pay. An employee who is required to work during a period of time in an area in which there is a hurricane emergency shall receive in addition to his or her regular pay an additive of \$40 per day for such work.

[No change to Sections 2, 3, and 4 of the FY 2011 Article 25]

AGREED TO:

STATE _____

AFSCME _____

REPLACE CURRENT
ARTICLE 7 IN ITS
ENTIRETY

AFSCME PROPOSAL

November 4, 2011

Article 7

DISCIPLINE AND DISCHARGE

SECTION 1 - Disciplinary Action

(A.) Disciplinary action includes oral reprimands, written reprimands, suspension for periods of thirty calendar days or less, and termination. The purpose of the imposition of employee discipline is to persuade and educate an employee to conduct him or herself in a manner that is not offensive to others and is conducive to the business of the State. The State agrees that it will impose discipline in accordance with the concept of progressive discipline. Discipline will be imposed in a uniform and an equitable manner

(B) Any employee who has permanent status in the career service may be suspended, dismissed or otherwise disciplined only for just cause. Any action taken against an employee with permanent status in the Career Service System for disciplinary reasons with the exception of that described in Section 1(C) below shall be grievable in accordance with the grievance procedure in Article 6 if the employee alleges that the action was not for just cause.

(C) It is the policy of the State that disciplinary action will be initiated in a timely manner once the State has actual knowledge of the event giving rise to the disciplinary action. No disciplinary action will be commenced after the passage of more than 120 days of actual knowledge by a supervisory employee of the event(s) giving rise to the disciplinary action. Disciplinary action shall be subject to the grievance procedure as follows:

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

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

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

(4) A written reprimand will be considered invalid provided the employee is not disciplined for the same offense during the succeeding 24 months.

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

(E) An employee may request that a Union representative be present to advise and/or assist the employee during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which discipline has been proposed and is being considered. The purpose of the disciplinary investigation will be explained to the employee at the beginning of the meeting.

(F) If filed within 21 calendar days from the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, a complaint by an employee with permanent status in the Career Service concerning a reduction in base pay, demotion, suspension, or dismissal may be grieved at Step 2 and processed through the Arbitration Step, in accordance with the Grievance Procedure in Article 6 of this Contract. Arbitration decisions shall be final and binding.

SECTION 2 - Employee Copy

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

SECTION 3 - Notice

Except in extraordinary situations an employee who has attained permanent status in the Career Service System will be given at least ten days notice of any proposal that would result in a reduction in base pay, demotion, suspension, or dismissal.

APPROVED

STATE _____ **DATE** _____

AFSCME _____ **DATE** _____

AFSCME PROPOSAL
November 4, 2011

Article 9 (New)

REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION

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

SECTION 1 - Definitions

As used in this Article

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

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

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

(D) "Transfer" shall mean the moving of an employee from one geographic area of the State to a different geographic location which is in excess of 50 miles from the employee's current duty station.

SECTION 2 - Procedures

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

(B) An employee may submit a Request for Reassignment Form at any time; however, all such requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request for Reassignment Forms shall be submitted to the Agency Head or designee who shall be responsible for furnishing a copy of each such request to the manager(s) or supervisor(s) who have the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment.

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

(E) The hiring authority shall normally fill a permanent vacancy with the employee who has the greatest length of service in the class and who has a Request for Reassignment Form on file for the vacancy. In extraordinary circumstances the hiring authority may select another. If this occurs the hiring authority will articulate in writing at the time the alternative selection is made the extraordinary reasons that existed and that demanded the selection of another applicant

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

(G) When an employee has been reassigned pursuant to a Request filed under this Article, all other pending Requests for Reassignment from that employee shall be cancelled. No other Request for Reassignment may be filed by the employee under this Article for a period of six months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee's Request shall be cancelled and the employee will not be eligible to submit a Request for a period of six months.

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

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

SECTION 4 - Notice

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

APPROVED

STATE _____ Date _____

UNION _____ Date _____

AFSCME Unit CBU 01,02,03, and 05 Proposals		
Fiscal Year 2012-2013		
Union/Issue	Estimated Cost	Comments
Article 7: Replaces the current article in its entirety with contract language from the past which describes disciplinary action and methods for reprimands.	N/A	
Article 8 (1): Prohibits the lay-off of career service employees until after all temporary, OPS, contracted services, etc. are laid-off. Removes the criteria of comparative merit, demonstrated skills and replaces it with seniority and recent discipline as factors in determining who shall be laid-off.	Indeterminate but significant	
Article 8 (2): Provides procedures for creating a retention list by points given for years of service. Allows for the use of annual leave before the effective date of a lay-off.	Indeterminate but significant	
Article 8 (4): Provides entitlement to recall for 12 months after employees are laid-off. If there is a vacancy in a similar position. Allows for credit of annual or sick leave held in abeyance that was not exhausted or cashed out.	Indeterminate	
Article 8 (5): Provides severance pay for employees laid-off with at least 5 years experience computed by multiplying the years and fraction of years by average weekly wage immediately prior to the date of the layoff.	Indeterminate but significant	
Article 8 (5): Provides for the Governor's assistance in ameliorating the effect of layoffs by seeking legislative approval for early retirement programs for employees with 20 yrs of service and 55 yrs old to retire without penalty for early retirement.	Indeterminate but significant	
Article 9: Requests the reinstatement of language for Reassignment, Transfer, and Change in Duty Station that was removed from the contract several years ago.	N/A	
Article 10: Requests the reinstatement of language for Promotions that was removed from the contract several years ago.	N/A	
Article 18: Provides for leave with pay for designees participating in the ratification of subsequently achieved collective bargaining agreements that are to be presented to members.	Indeterminate	
Article 25(1)(a): Provides a minimum salary of \$24,000 per year and an increase in pay to the greater of 24,000 or 7% of their current pay.	\$25.6M	Calculation is based on current employees making less than \$24,000. People First was the source of data for calculation- retirement and FICA were also included.
Article 25(1)(b): Provides time and one-half for each hour worked in excess of 10 hrs in any consecutive 24 hour period.	Indeterminate	
Article 25(1)(c): Requires two times the regular rate for employees required to work on holidays and pay will be equal to the hours regularly worked (12 hour shift).	Indeterminate but significant	
Article 25(1)(d): Requires Union approval for hiring at a starting salary higher than the minimum rate of pay in its pay plan.	N/A	
Article 25(1)(e): Provides shift differential pay by 5% for work that commences after 2pm. and 10% after 8pm.	\$5.6m	Calculation is based on current employees shift codes. People First was the source of data for calculation- 5% for Evening shift (\$2.4m) and 10% for Night shift (\$3.2m), retirement and FICA were also included.
Article 25(1)(f): Allows for a competitive Area Differential to be approved by DMS.	N/A	

<p>Article 25(1)(g): Provides for increases in pay according to pay grade minimums for duties assigned: Lead Worker (10%), Coordinator (15%), Temporary Special Duty (15%), Trainer(15%), and Hazardous Duty (15%).</p>	<p>Current law</p>	
<p>Article 25(1)(h):Provides an additional \$40 per day for employees required to work during a period of time in an area in which there is a hurricane emergency.</p>	<p>Indeterminate</p>	

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2012
Status of Collective Bargaining as of December 9, 2011
Fiscal Year 2012-13 Successor Agreement Negotiations – All Articles Open for Negotiation

Article	State Proposals	Union Proposals	Comments
1 – Recognition	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 2: removal of references to emergency and substitute status employees.</p>	No proposal offered	Emergency and substitute status no longer utilized in the State Personnel System.
2 – Vacant	<p><u>State Proposal of December 5, 2011:</u> Proposes status quo.</p>	No proposal offered	
3 – Vacant	<p><u>State Proposal of December 5, 2011:</u> Proposes status quo.</p>	No proposal offered	
4 – No Discrimination	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: reference to Title VII discrimination changed to illegal discrimination; clarifies grievability for discrimination related to union membership.</p>	No proposal offered	
5 – Union Activities and Employee Representation	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: definition of “employee” to mean an employee included in one of the bargaining units represented by the union.</p> <p>Section 2(C): deletion of requirement to provide union stewards’ social security numbers to the state.</p>	No proposal offered	

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
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Article	State Proposals	Union Proposals	Comments
	<p>Section 5: occupation profiles and Rules of the State Personnel System be maintained on the Department of Management Services' website (current practice).</p> <p>Section 7(E): deletion of specific reference to consultations regarding health insurance program.</p>		
6 – Grievance Procedure	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: reference to grievance form as an appendix to the agreement.</p> <p>Section 3: filing of grievances via facsimile, email, personal service, or USPS;</p> <p>optional mediation by written agreement of the parties;</p> <p>issues of arbitrability, including timeliness, be separated from substantive issues of grievance;</p> <p>an appropriate grievance form and request for arbitration form as appendices to the agreement.</p>	No proposal offered	

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2012
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Article	State Proposals	Union Proposals	Comments
7 – Discipline	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p>	<p><u>Union Proposal of November 4, 2011:</u> Proposes striking current article in its entirety, and replacing with language from a previous agreement.</p> <p>Section 1: Proposes the state impose discipline in accordance with the concept of progressive discipline; proposes that an employee who has permanent status in the Career Service System may be disciplined only for cause.</p> <p>Proposes written reprimands be grievable up to Step 3 (to the Department of Management Services), and the decision at that step be final and binding.</p> <p>Proposes an employee may request union representation during any disciplinary investigation meeting or during a predetermination conference.</p>	<p>Union proposal does not comport to current statutes. Section 110.227, F.S. currently provides agencies the authority to impose any level of discipline up to and including dismissal, and provides that an employee attains permanent status after satisfactorily completing at least a 1-year probationary period <i>in his or her current position</i>, not in the Career Service System.</p> <p>Current contract language provides for the grievability of written reprimands up to Step 2, and the decision by the agency head or designee is final and binding.</p> <p>Current practice - Weingarten Rights are afforded employees during disciplinary investigations and predetermination conferences.</p>

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2012
Status of Collective Bargaining as of December 9, 2011
Fiscal Year 2012-13 Successor Agreement Negotiations – All Articles Open for Negotiation

Article	State Proposals	Union Proposals	Comments
	<p>Section 2: Proposes clarifying language for predetermination conferences and extraordinary dismissals.</p>	<p>Proposes disciplinary grievances be initiated at Step 2 and processed through the arbitration step.</p> <p>Section 2: Proposes a copy of all disciplinary entries placed in the employee's official personnel file be furnished to the employee; the employee is permitted to respond and a copy of his response shall be placed in the personnel file.</p> <p>Section 3: Proposes that except in extraordinary situations, an employee who has attained permanent status in the Career Service System will be given a minimum of 10 days notice for a reduction in pay, demotion, suspension, or dismissal.</p>	<p>In some agencies, the authority for taking disciplinary actions is delegated to the Step 1 management level, therefore to initiate a grievance at Step 2 without a review by the authority who issued the discipline would be problematic.</p> <p>This issue is addressed in Article 12, Personnel Records.</p> <p>Union proposal does not comport to current statutes. State proposal (Section 2) provides for required notice pursuant to section 110.227, F.S., and addresses statutory requirements for extraordinary dismissals.</p>

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
Current One-Year Agreement Expires June 30, 2012
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Fiscal Year 2012-13 Successor Agreement Negotiations – All Articles Open for Negotiation

Article	State Proposals	Union Proposals	Comments
8 – Workforce Reduction	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: clarifying language for the assessment and evaluation of employees when determining which employees to retain.</p>	<p><u>Union Proposal of November 4, 2011:</u></p> <p>Section 1: Proposes that no permanent status Career Service employee will be laid off prior to the layoff of all temporary, other personnel service (OPS), contracted service, contracted employees, and probationary status employees.</p> <p>Proposes striking “comparative merit, demonstrated skills” as considerations when determining retention of employees, and base the determination on seniority, recent discipline, and length of service.</p>	<p>The Union proposal, if adopted, would require the termination of all temporary status employees, employees paid from OPS funds, contract employees, and probationary status employees who may not otherwise be affected by the workforce reduction.</p> <p>Section 110.227, F.S., and Rule 60L-33.004, F.A.C., provide for the review and assessment of employees, considering comparative merit and demonstrated skills when determining retention. The agency develops assessment procedures to determine which employees will best enable the agency to advance its mission; the assessment is not solely driven by seniority. The state’s proposal comports to current statute and rule.</p>

AFSCME Florida Council 79
Human Services, Professional, Operational Services, and Administrative and Clerical Units
State Personnel System
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Article	State Proposals	Union Proposals	Comments
	<p>Section 2: clarifying language for first interview prior to layoff. Rejects union proposal for Section 2.</p>	<p>Proposes that no bargaining unit employee will be laid off so that an employee in a different bargaining unit, occupational level or class may be provided employment.</p> <p>Section 2: Proposes the agency prepare a retention list in the order of retention preference, developed on the basis of years of service and performance evaluations; a copy of the retention list shall be sent to the union with the notice of the planned scope and effective date of the proposed layoff; the names, addresses, work locations, and classification of all employees who will not be retained will be provided to the union with the notice of layoff and the retention list.</p> <p>Proposes a minimum of ten <u>workdays</u> notice or a combination of notice and pay.</p>	<p>The Union offered no compelling evidence of this occurring.</p> <p>The bargaining units represented by this union do not have statutory bumping and recall rights.</p> <p>Rule 60L-33, F.A.C., specifies ten <u>calendar</u> days notice</p>

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Article	State Proposals	Union Proposals	Comments
	<p>Section 3: Name change of Agency for Workforce Innovation to the Department of Economic Opportunity.</p> <p>Section 4: an agency, at its discretion, may provide for additional first interview opportunities following layoff. Rejects the union proposal for recall.</p>	<p>Proposes an employee facing layoff who has accumulated annual leave may use such leave before the effective date of the layoff; the actual layoff date will be extended until the accumulated leave is exhausted. Proposes no employee will be laid off during a period of illness, or disability.</p> <p>Section 4: Proposes section title be revised to include recall, and proposes during the first twelve months following layoff, the employee is entitled to be recalled based on his position and rank order on the retention list.</p>	<p>Cost estimate: indeterminate but significant.</p> <p>The effective date of a layoff cannot be extended based on an employee's leave balance, illness, or disability. The effective date is driven by lack of funding or lack of work. Employees may request use of annual leave prior to layoff and if eligible, may be paid for unused annual leave upon separation. Rule also provides for holding leave in abeyance.</p>

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Article	State Proposals	Union Proposals	Comments
		<p>Proposes a minimum of 14 calendar days notice prior to the agency effecting any reassignment, transfer, or change in duty station. In the case of a transfer, the agency will make a good faith effort to give a minimum of 45 calendar days notice. Notice requirements do not apply during an emergency, or other extraordinary conditions.</p>	<p>vacant, the state's practice has been to give a minimum of 14 calendar days notice for reassignments, and a good faith effort to give 30-45 days notice for transfers. <i>[Note: the union proposal includes definitions and terms no longer utilized in the State Personnel System, and does not comport to current statutes or rule.]</i></p>
10 – Vacant	<p><u>State Proposal of December 5, 2011:</u> Proposes status quo</p>	<p><u>Union Proposal of November 4, 2011:</u> Proposes a contractual process for employees who have attained permanent status in their current Career Service class to apply for a promotion, and be given priority consideration for vacancies; provides grievability.</p>	<p><i>People First Programming Cost</i> Employees in the bargaining units covered by this agreement may apply for promotional opportunities without a contractual process. The union proposal only provides for priority consideration, not a guarantee of selection, to a requested position. Hiring authorities may select a candidate whose education and experience, knowledge, skills, and abilities, best suit the needs of the agency. <i>[Note: the union proposal includes definitions and terms no longer utilized in the State Personnel System, and does not comport to current statutes or rule.]</i></p>

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Article	State Proposals	Union Proposals	Comments
11 – Classification Review	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 2: strike language agreeing to review state policies on employees’ personal liabilities which may result from the employees’ responsibility for workload quotas.</p>	No proposal offered	
12 – Personnel Records	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>clarifying language to reflect the state’s practice to maintain an employee’s official personnel file in the employing agency, not by the Department of Management Services or designee;</p> <p>correction to the title of the General Records Schedule GS1-SL for State and Local Government Records.</p>	No proposal offered	
13 – Health and Safety	<p><u>State Proposal of December 5, 2011:</u> Proposes grammatical changes only</p>	No proposal offered	

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Article	State Proposals	Union Proposals	Comments
14 – Performance Review	<u>State Proposal of December 5, 2011:</u> Proposes status quo	No proposal offered	
15 – Length of Service Preference	<u>State Proposal of December 5, 2011:</u> Proposes status quo	No proposal offered	
16 – Vacant	<u>State Proposal of December 5, 2011:</u> Proposes status quo	No proposal offered	
17 – Vacant	<u>State Proposal of December 5, 2011:</u> Proposes status quo	No proposal offered	
18 – Leaves of Absence, Hours of Work, Disability Leave	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 5: employees who serve as the union’s Negotiation Committee will be granted administrative leave for attendance at negotiating sessions; the union shall provide the contact information for the union’s Negotiation Committee to the Department of Management Services.</p> <p>Section 6: employees may use annual, compensatory leave, or leave without pay for union conventions, conferences, and meetings.</p>	<p><u>Union Proposal of November 4, 2011:</u></p> <p>Section 5: Proposes the Negotiation Committee receive leave with pay to attend negotiations and to participate in the ratification of the collective bargaining agreement to be presented to bargaining unit members for approval.</p>	

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Article	State Proposals	Union Proposals	Comments
	<p>Section 8: special compensatory leave will be earned and credited pursuant to Rule 60L-34, F.A.C.;</p> <p>provides cap of 240 hours;</p> <p>unless otherwise prohibited by law or rule, all requests for use of approved leave, other than administrative leave, shall first be charged to any special compensatory leave credits accrued.</p>		<p>State proposal to enforce 240 hour cap on special compensatory leave credits; reduce special compensatory leave liability.</p>
19 – Replacement of Personal Property	<p><u>State Proposal of December 5, 2011:</u> Proposes status quo</p>	No proposal offered	
20 – Training	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 2: the union no longer provide steward training forms to the state.</p>	No proposal offered	<p>Current practice – the union maintains the steward training form (which includes the employee’s social security number) in the union headquarters office. Only the list of trained stewards is provided to the state and is disseminated to the agencies.</p>

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Article	State Proposals	Union Proposals	Comments
21 – Out of Title Work	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>title change to Compensation for Temporary Special Duty in Higher Position;</p> <p>clarifying language to reflect an employee’s eligibility to receive a temporary special duty additive when performing a major portion of duties of a higher broadband level position for more than 22 workdays.</p>	No proposal offered	
22 – Vacant	<p><u>State Proposal of December 5, 2011:</u> Proposes status quo</p>	No proposal offered	
23 – Vacant	<p><u>State Proposal of December 5, 2011:</u> Proposes status quo</p>	No proposal offered	
24 – On-Call Assignment and Call Back	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 2: clarifying language for compensating an employee who has been instructed to be on-call, and is called back to the work location to perform assigned duties.</p>	No proposal offered	

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Article	State Proposals	Union Proposals	Comments
25 – Wages	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: pay shall be in accordance with the Fiscal Year 2012-13 General Appropriations Act.</p>	<p><u>Union Proposal of November 4, 2011:</u></p> <p>Section 1(A): Proposes a minimum salary of \$24,000 per year and an increase in pay to the greater of \$24,000 or 7% of their current pay.</p> <p>Section 1(B): Proposes time and one-half for each hour worked in excess of 10 hours in any consecutive 24 hour period.</p> <p>Section 1(C): Proposes two times the regular rate for employees required to work on holidays; holiday pay for employees released from work to honor the holiday will equal the daily pay for the hours regularly worked.</p> <p>Section 1(D): Proposes union approval for hiring at a starting salary higher than the minimum rate of pay in the pay band.</p> <p>Section 1(E): Proposes shift differential pay of 5% for work that commences after 2pm; and 10% for work that commences after 8pm.</p>	<p>Cost estimate: \$25.6 million</p> <p>Cost estimate: indeterminate This results in <i>daily</i> overtime.</p> <p>Cost estimate: indeterminate but significant</p> <p>Cost estimate: \$2.4 million for evening shift; \$3.2 million for night shift for total of \$5.6 million</p>

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Article	State Proposals	Union Proposals	Comments
		<p>Section 1(F): Competitive area differentials may be approved by the Department of Management Services; proposes the state and the union confer and negotiate further extensions of existing Competitive Area Differentials to other counties.</p> <p>Section 1(G): Proposes increases for Leadworker (10% of the pay grade minimum), Coordinator (15% of the pay grade minimum), Temporary Special Duty (15% of the pay grade minimum), Trainer (15% of the pay grade minimum), and Hazardous Duty (15% of the pay grade minimum).</p> <p>Section 1(H): Proposes an additive of \$40 per day for employees required to work during a period of time in an area where there is a hurricane emergency.</p>	<p>The state no longer utilizes Coordinator in the State Personnel System.</p> <p>Cost estimate: indeterminate</p>
26 – Quality Service Through Partnership	State Proposal of December 5, 2011: Proposes status quo	No proposal offered	
27 – Health Insurance	State Proposal of December 5, 2011: Proposes title change to Benefits; proposes new Section 2 to address retirement benefits consistent with section 121.011(3)(d), F.S., and <i>Florida Sheriff's Association v. Department of Admin.</i> , 408 So.2d 1033 (Fla.1981).	No proposal offered	

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Article	State Proposals	Union Proposals	Comments
28 – Travel Expenses	<u>State Proposal of December 5, 2011:</u> Proposes clarifying language for travel as authorized by the employing agency.	No proposal offered	
29 – No Strike	<u>State Proposal of December 5, 2011:</u> Proposes grammatical changes only	No proposal offered	
30 – Vacant	<u>State Proposal of December 5, 2011:</u> Proposes status quo	No proposal offered	
31 – Management Rights	<u>State Proposal of December 5, 2011:</u> Proposes status quo	No proposal offered	
32 – Entire Agreement	<u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes: Section 1: striking “upon ratification”.	No proposal offered	If the agreement is not ratified by all parties pursuant to section 447.309, F.S., the legislative impasse resolution shall take effect as of the date of the legislative action for the remainder of the first fiscal year which was subject to negotiations; the legislative action shall not take effect with respect to preamble, recognition, and duration clauses.
33 – Savings Clause	<u>State Proposal of December 5, 2011:</u> Proposes status quo	No proposal offered	

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Article	State Proposals	Union Proposals	Comments
34 – Duration	<u>State Proposal of December 5, 2011:</u> Proposes a 1-year agreement to expire June 30, 2013.	No proposal offered	



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

December 5, 2011

TRANSMITTED VIA ELECTRONIC MAIL

Don Slesnick, Special Counsel
Law Offices of Slesnick and Casey
2701 Ponce De Leon Blvd, Suite 200
Coral Gables, FL 33134

Dear Mr. Slesnick:

Thank you for your cooperation throughout our collective bargaining negotiations. The State continues to consider the proposals you provided for the Fiscal Year 2012-2013 Professional Health Care Unit collective bargaining agreement during our initial successor agreement negotiations held on November 17, 2011.

The state proposes we maintain the status quo, with minor grammatical changes, for the following articles as the parties have not proposed changes to date:

Article 1 – Recognition
Article 2 – Vacant
Article 5 – Employee Representation and Association Activities
Article 11 – Classification Matters
Article 12 – Personnel Records
Article 13 – Safety
Article 14 – Performance Planning and Evaluation
Article 15 – Scope of Health Care Professional Practice
Article 16 – Employment Outside State Government
Article 18 – Leave
Article 19 – Replacement of Personal Property
Article 20 – Training and Education
Article 21 – Out of Title Work
Article 22 – Disability Leave
Article 28 – Travel Expenses
Article 29 – Drug-Free Workplace
Article 30 – No Strike
Article 32 – Management Rights
Article 34 – Savings Clause

Please direct all correspondence to:

Office of General Counsel | 4050 Esplanade Way, Suite 160 | Tallahassee, Florida 32399-0950
Tel: 850.487.1082 | Fax: 850.922.6312

www.dms.MyFlorida.com

The parties will continue to negotiate proposed changes to the following articles:

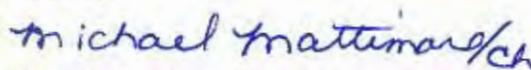
Article 3 – Vacant (union proposal)
Article 4 – No Discrimination (state proposal)
Article 6 – Grievance Procedure (state proposal)
Article 7 – Disciplinary Action (state proposal)
Article 8 – Work Force Reduction (both parties propose changes)
Article 9 – Reassignment, Transfer, Change in Duty Station (state proposal)
Article 10 – Promotions (state proposal)
Article 17 - Probationary Status (state proposal to vacant)
Article 23 – Hours of Work / Compensatory Time/Compensation During Emergency Conditions (both parties propose changes)
Article 24 – On-Call Assignment (both parties propose changes)
Article 25 – Wages (both parties propose changes)
Article 26 – Differential Pay (both parties propose changes)
Article 27 – Insurance Benefits (both parties propose changes)
Article 31 – Vacant (union proposal)
Article 33 – Entire Agreement (both parties propose changes)
Article 35 – Duration (both parties propose changes)

Written contract proposals are included for your consideration and response. We will continue to negotiate and to seek resolution of any unresolved issues.

By separate copy, you will be provided with the proposed salaries and benefits in the Governor's Fiscal Year 2012-13 legislative budget request.

Please do not hesitate to contact me with any requests.

Sincerely,



Michael Mattimore
Chief Labor Negotiator

MM/jc

Enclosures

Cc: Jeanie Demshar, Florida Nurses Association
Management Advisory Council and State Bargaining Team
Michael Sevi, Assistant General Counsel, Executive Office of the Governor

**Article 3
VACANT**

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 4
NO DISCRIMINATION

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

(A) The State and the Association shall not discriminate against any employee for any reason prohibited under Florida Statutes or any ~~F~~ederal ~~L~~aw.

(B) The Association shall have the right to consult on issues of unlawful discrimination ~~or sexual harassment~~ with the Step 1 management representative and/or ~~their~~ designee(s), up through the Step 2 management representative and/or ~~their~~ designee(s), to the Secretary of the Department of Management Services or designee(s).

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

(D) ~~Claims of Association claims of discrimination by the Association~~ against the State, its officers or representatives, shall be remedied only through the Public Employees Relations Commission or other such administrative proceedings provided by law reviewable under the provisions of Article 6 (Grievance Procedure) of this Agreement.

SECTION 2- Non-Discrimination Policy-Association Membership

Neither the State nor the Association shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Association, and the Association shall not discriminate against any such employee because of membership or non-membership in any employee organization.

SECTION 3 - Affirmative Action Program

The Association agrees to support the State's current Affirmative Action Programs and any other affirmative action programs affecting Unit employees.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 5
EMPLOYEE REPRESENTATION AND ASSOCIATION ACTIVITIES

SECTION 1 – Definition

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

SECTION 2 1 - Representation

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

(1) Any employee ~~who is~~ designated as an Association Grievance Representative ~~must be an employee in the bargaining Unit who has been designated~~ is authorized by the Association to investigate grievances at the Oral Step and to represent grievants at the Oral Step and Step 1 meetings on grievances which have been properly filed under Article 6 of this Agreement, when the Association has been selected as the employee's representative.

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

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

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

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

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

SECTION 3 2 - Communication

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

(B) The State will maintain on the Department of Management Services' website interpretations of the Rules of the State Personnel System. All statements involving the interpretation of the Personnel Rules issued by the Secretary of the Department of Management Services will be sent to the Association.

SECTION 4 3 - Consultation

(A) Upon request by the designated Association Staff Representative, the Secretary of the Department of Management Services and/or their designee shall make a good faith effort to meet and consult on a quarterly basis with three (3) Association representatives. Such meetings shall be held at a time and place designated by the Department of Management Services.

(B) Upon request by the designated Association Staff Representative, but not more often than once in each calendar month, the agency head and/or their designee shall meet and consult with not more than four (4) Association representatives from the agency,

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

not more than two (2) of which can be on State time, and the Association Staff Representative. Such meetings shall be held at a time and place designated by the agency head.

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

(D) All consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any Professional Health Care activity which affects Unit employees, and no such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss. Where the Association Grievance Representative has requested the meeting, a copy of the agenda shall also be furnished to the Association Staff Representative for review prior to the meeting.

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

SECTION 5 4 - Bulletin Boards

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

- (B) The Association bulletin boards shall be used only for the following notices:
- (1) recreational and social affairs of the Association,
 - (2) Association meetings,
 - (3) Association elections,

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator
Florida Nurses Association

Date

Date

- (4) reports of Association committees,
- (5) Association benefit programs,
- (6) current Association contract,
- (7) training and educational opportunities, and
- (8) other materials pertaining to the welfare of Association members.

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

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

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

SECTION 65 - Employee Lists

(A) It is the State's policy to protect **unit** employees' home addresses and work locations that are designated in the State's personnel information system as confidential, exempt record or protected identity from **any** inadvertent or improper disclosure to **any** person who is not entitled to this information, in accordance with Florida Statute 119.071(4).

(B) Upon request of the designated Association Staff Representative, the State will, in accordance with the provisions of this Section, produce for the Association a list giving the name, home address on file, classification title, occupational group and occupational level, gross salary, and initial hire date for each employee ~~in this bargaining Unit~~ **(unless the home address is confidential under applicable law)**. This list will be prepared on the basis of the latest information on file at the time the list is prepared. Where employee lists are fully available at no cost to nonpublic entities, they shall be made available to the Association upon written request at no cost.

(C) The employee personnel information produced for the Association is not public record and is intended for the sole and exclusive use of the Association for the official business of the Association, ~~and that the~~ **This** information may not be relayed, sold, or transferred to **any** third party ~~nor can~~ **and** the information **may not** be used by **any** entity or individual outside of

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

official Association business.

SECTION 7 6 - ~~Class Specifications~~ Occupational Profiles and Rules Provided

The State will provide the Association with ~~access to the classification specifications occupational profiles~~ and the ~~Rules of the State Personnel System~~ Rules, which affect employees within the bargaining Unit on the Department of Management Services' website subject to the prepayment by the Association of the charges as provided in chapter 119.07, Florida Statutes.

SECTION 8 7 - Negotiations

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

(B) The Association may designate ~~certain~~ employees within the Unit to serve on its Negotiation Committee, and such employees will be granted ~~time off with pay~~ ~~administrative leave~~ to attend negotiating sessions with the State. No ~~individual~~ 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 paid all employees on the Negotiation Committee shall not exceed ~~two hundred fifty (250)~~ hours. The time in attendance at ~~such~~ negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse ~~the employees~~ for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

No more than one (1) employee shall be selected from the same work unit at ~~any one~~ time, nor shall the selection of ~~any~~ employee unduly hamper the operations of the work unit.

SECTION 9 8 - Employee Assistance Programs

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 6 GRIEVANCE PROCEDURE

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

SECTION 1 - Definitions

As used in this Article:

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

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

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to the Personnel Rules section 110.117, Florida Statutes.

SECTION 2 - Election of Remedy and Representation

(A) If an employee or the Association has a grievance which may be processed under this Article and which may also be appealed to the Public Employees Relations Commission, the employee or the Association shall elect at the outset, which procedure is to be used and the such election shall be binding on the employee or the Association. 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 Step 1 (or initial written step if authorized by the provisions of this Article) whether or not the employee is shall be represented by the Association. When an employee has elected Association representation, both the employee and the Association Representative shall be notified of any Step 1 meetings. Further, any-written communication concerning the grievance or its resolution shall be sent to both the employee and the Association representative, and the any-decision

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

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~~mutually~~ agreed to by the State and the Association shall be binding on the employee. Where Association representation is authorized as provided in this Agreement and is requested by an employee, the employee's representative shall be selected from the list of Grievance Representatives or Association Staff Representatives which has been provided to the State in accordance with Article 5 of this Agreement.

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

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

(3) As indicated in Article 5 of this Agreement, the Grievance Representative in the same work unit, or the ~~closest~~ work location ~~closest~~ to the grievant's, ~~work location~~ shall be selected to represent the employee. In no case shall a Grievance Representative be allowed to travel more than twenty-five (25) miles from their official work location in order to investigate a grievance. The Association will make a reasonable effort to ensure that it trains a sufficient number of Grievance Representatives in order to minimize any such travel.

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

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

(C) If the employee is not represented by the Association, ~~any~~ adjustment of the grievance shall be consistent with the terms of this Agreement. Further, the Association shall be given reasonable opportunity to be present at ~~any~~ meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

the procedure established by the parties to the Agreement. The Association shall not be bound by the decision of **any** grievance or arbitration in which the employee was not represented by the Association.

SECTION 3 - Procedures

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

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

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

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

(E) If a grievance meeting is held or requires reasonable travel time during the working hours of **any** required participant, **the such** participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

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

(1) Oral Discussion

(a) An employee having a grievance may, within fourteen (14) days following the occurrence of the event giving rise to the grievance, present the grievance orally to their immediate supervisor who has the authority to adjust the grievance, for informal discussion, and that supervisor shall make every effort to resolve the grievance promptly.

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

(c) If the employee elects not to utilize the oral discussion provisions of this Section, the employee may file a formal grievance at Step 1, provided **the such** written grievance is filed within fourteen (14) days following the occurrence of the event giving rise to

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

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the grievance or following the date of the oral discussion, whichever is greater.

(2) Step 1

(a) In filing a grievance at Step 1, the employee or the designated employee representative shall submit to the Step 1 management representative a grievance form as contained in Appendix B (to be supplied by the Association an example of which is attached as Appendix C), setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or their designated representative shall have a meeting meet to discuss the grievance and shall communicate a decision in writing to the employee and to the employee's representative, if any, within fourteen (14) days following the date of the meeting.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee or the employee's representative may submit it in writing to the agency head or their designated representative within fourteen (14) days after receipt of the decision at Step 1.

(b) The agency head or their designated representative may have a meeting meet with the employee and/or the designated Association Staff Representative to discuss the grievance. The agency head or their designated representative shall communicate a decision in writing to the employee and to the Association within twenty-one (21) days following receipt of the written grievance.

(4) Step 3

(a) If the grievance is not resolved at Step 2, the employee or the designated Association representative may submit the grievance in writing to the Secretary of the Department of Management Services or designee of the Department of Management Services within fourteen (14) days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance.

(b) The Secretary of the Department of Management Services or their designee representative may have a meeting meet with the Association Staff Representative or their designee representative to discuss the grievance. The Secretary of the Department of Management Services or their designee representative shall communicate a decision in writing to the employee and the Association Staff Representative within twenty-one (21) days following receipt of the written grievance.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

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(C) Grievance Mediation. The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), either prior to the grievance being submitted to arbitration or after it has been submitted but before a hearing is scheduled. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

(5) Step 4- Arbitration

(a) If the grievance is not resolved at Step 3, the Association Representative may appeal the grievance to arbitration on a Request for Arbitration form as contained in Appendix C (to be supplied by the State) within fourteen (14) days after receipt of the decision at Step 3. If, at the initial step, the Association refused to represent the employee because the employee was not a dues-paying member of the Association, the employee may appeal the grievance to arbitration.

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

(c) The arbitrator shall be one person from a panel of three (3) permanent arbitrators, mutually selected by the State and the Association to serve in rotation for any case or cases submitted.

(d) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities.

(e) Issues of arbitrability, including timeliness, shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of (5)(c).

(f) (e) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with their jurisdiction and authority under this Agreement, the such decision shall be final and binding on the State, the Association, the grievant(s), and the employees in the bargaining Unit. In considering a grievance, the arbitrator

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

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shall be governed by the following provisions and limitations:

1. The arbitrator shall issue the ~~if~~ decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

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

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

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

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

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

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

a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at their regular rate of pay and ~~such~~ back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance.

b. The award shall not exceed the actual loss to the grievant and will not include punitive damages, and will be reduced by the amount of wages earned from other sources and/or unemployment compensation received by the employee during the period of time affected by the award.

~~(g) (f)~~ The reasonable fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses; however, the State shall provide for one witness to participate in the arbitration hearing on behalf

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator
Florida Nurses Association

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of the grievant with no loss of pay or benefits.

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

SECTION 4 - Time Limits

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

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

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

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

SECTION 5 - Exceptions

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

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

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

(2) The Association shall have the right to bring a class action grievance on behalf of **bargaining Unit** employees in its own name concerning disputes relating to the

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

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interpretation or application of this Agreement. ~~Such~~ **The** grievance shall not include disciplinary actions taken against an employee. The Association's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. **The class action grievance shall list the employees adversely impacted by the dispute relating to the interpretation or application of the Agreement and include each employee's written consent to the processing of the grievance on their behalf.** ~~Such grievance~~ **Class action grievance** shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth therein, within fourteen (14) days of the occurrence of the event, giving rise to the grievance.

(C) An employee who has not attained permanent status in his current position may only file non-discipline grievances.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

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Article 7 DISCIPLINARY ACTION

(A) ~~An employee who has permanent status in a Career Service System classification/occupational level may be disciplined only for just cause pursuant to Section 110.227, Florida Statutes. Reduction 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 an employee. An employee who has attained permanent status in his current position may be disciplined only for cause, as provided in Section 110.227, Florida Statutes. Personnel actions against employees with permanent status in their current position for disciplinary reasons shall be grievable in accordance with the grievance procedure in Article 6, if the employee alleges that the action was not for just cause. However, reduction in base pay required by the Rules of the State Personnel System shall not be grievable.~~

(1) ~~An~~ Oral reprimands will be considered invalid if the employee is not disciplined for the same offense during the succeeding twelve months.

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

(3) ~~(2)~~ A Written reprimands will not be considered in determining progressive discipline provided the employee is not disciplined for the same offense during the succeeding twenty-four months, and the written reprimand was not for a major offense, which could have resulted in the employee's dismissal.

(4) Written reprimands may be grieved by employees with permanent status in their current position, but only through Step 2 of the grievance procedure in Article 6 of this Agreement.

(B) Demotions, reductions in base pay, ~~involuntary transfer of over 50 miles by highway, suspensions and dismissals of an employee who has permanent status in a classification/occupational level his current position~~ shall be subject to the grievance procedure in Article 6 ~~and Demotion, reduction in base pay, suspension and dismissal of an employee, who has permanent status in a classification/occupational level,~~ shall be appealed directly from Step 2 to arbitration. However, any reduction in base pay that is required by the Personnel Rules shall not be grievable. ~~Written reprimands shall be subject to the grievance procedure in Article 6 but only through Step 2.~~ Where a disciplinary action may be appealed to the Public Employees Relations Commission and is also grievable under this Agreement, the employee shall indicate at

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

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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.

~~(C)~~—An employee who has not attained permanent status in a Career Service System classification/occupational level shall not have access to the grievance procedure in Article 6 when disciplined

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

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

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 8
WORK FORCE REDUCTION

SECTION 1 - Layoffs

(A) When **Unit** employees are to be laid off, the State shall implement **the such** layoff in accordance with the provisions of Section 110.227(3)(a) and (b), Florida Statutes, in the following manner:

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

(2) Layoff shall be by occupational level within the **Professional Health Care** bargaining unit.

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

(4) No employee who has satisfactorily completed at least a one-year probationary period **for their in his current position in the affected occupational broadband** level shall be laid off while an employee is serving in that level that has not satisfactorily completed at least a one-year probationary period **in his current position** unless the permanent employee does not **elected** to exercise his retention rights or does not meet the selected competition criteria.

(5) All employees who have satisfactorily completed at least a one-year probationary period in **their current position in** the affected level shall be ranked on a layoff list based on the total retention points derived as follows:

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

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

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

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break in service is more than 31 calendar days.

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator
Florida Nurses Association

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Only time spent in the Career Service can be counted in calculating retention points.

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

(6) The layoff list shall be prepared by totaling retention points. Employees eligible for veteran's preference pursuant to Section 295.07(1)(a) or (b), Florida Statutes, shall have ten percent added to their total retention points, and those eligible pursuant to Section 295.07(1)(c) or (d), Florida Statutes, shall have five percent added.

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

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

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

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

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

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

(10) Before laying off an permanent career service employee who has permanent status in his current position as part of a work force reduction, an agency shall provide the employee reasonable notice of the intended action. Where possible, the Agency shall provide at least thirty days notice, and in all cases the Agency shall provide at least ten days notice or, in lieu thereof, pay or a combination of notice and pay, to be paid made at the employee's current hourly base rate of pay. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within seven [7] calendar days after receiving the notice of layoff, the employee shall have the right to request, in writing, a demotion or reassignment within the competitive area in lieu of layoff to a position within the bargaining unit in which the employee held permanent status, or to a position in an occupational level at or below the current

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

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level in the bargaining unit, in which the employee held permanent status. ~~Such request must be in writing and reassignment or demotion cannot be effected to a higher occupational level.~~

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

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

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

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

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

SECTION 2 - Reemployment

Laid off employees shall be reemployed in the following manner:

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

SECTION 3 - Job Security

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 9
REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION

Employees who have attained permanent status in ~~the Career Service~~ their current position and who meet all eligibility requirements shall have the opportunity to request reassignment, transfer or change in duty station and be selected for to vacant positions in their agency current class/occupational level in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

(A) "Duty station" shall mean the place which is designated as an employee's official headquarters. ~~"Change in duty station" shall mean the moving of an employee to a duty station located within fifty (50) miles of their current duty station.~~

(B) "Change in ~~D~~uty station" shall mean the moving of an employee to a duty station located within ~~fifty (50)~~ miles, by highway, of their current duty station. ~~"Duty station" shall mean the place which is designated as an employee's official headquarters.~~

(C) "Broadband Level" shall mean all positions sufficiently similar in knowledge, skills, and abilities, and sufficiently similar as to kind or subject matter of work, level of difficulty or responsibilities, and qualification requirements of the work, to warrant the same treatment as to title, pay band, and other personnel transactions. "Occupational Level" shall mean the same level within the employee's current occupation within the State classification system.

(D) "Reassignment" shall mean ~~the~~ moving ~~of~~ an employee from a position in one class/occupational broadband level to a different position in the same class/occupational broadband level or to a different broadband level having the same maximum salary, essential knowledge, skills & abilities, regardless of the location of the position.

(E) "Transfer" shall mean ~~the~~ moving ~~of~~ an employee from one geographic area of the State to a different geographic location which is in excess of ~~fifty (50)~~ highway miles from the employee's current duty station.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

SECTION 2 – Procedures – Voluntary Reassignment, Transfer, Change in Duty Station

(A) An employee who has attained permanent status in the Career Service System their current position may apply for a reassignment, transfer, or change in duty station on a Request for Reassignment Form (supplied by the Agency). Such Requests shall indicate the class(es)/occupational broadband level(s), county(ies), institution(s) and/or other work location(s) or shift(s) to which the employee would like to be reassigned.

(B) An employee may submit a Request for Reassignment Form at any time; however, all such Requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request for Reassignment Forms shall be submitted to the Agency Head or their designee who shall be responsible for furnishing a copy of each such Request to the manager(s) or supervisor(s) who have the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment. The employee shall provide a copy of the Request to the Association at the time it is filed with the agency.

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

(E) The hiring authority shall normally fill a permanent vacancy with the employee who has the greatest length of service in the class/occupational broadband level and who has a Request for Reassignment Form on file for with the vacancy. The parties agree, however, that other factors, such as employees' work history and agency needs, will be taken into consideration in making the decision as to whether or not the employee with the greatest length of service in the class/occupational broadband level will be placed in the vacant position.

(F) If the employee with the greatest length of service in the class/occupational broadband level is not selected for the vacant position, all employees who have greater length of service in the class/occupational broadband level than the employee selected shall be notified in writing of the agency's decision with a copy to the Association. The agency head notification shall contain the reason(s) the less senior applicant was selected.

(G) When an employee has been reassigned pursuant to a Request filed under this Article, all other pending Requests shall be cancelled. No other Request may be filed under this

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article for a period of 12 months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee's Request shall be cancelled and the employee will not be eligible to submit a Request for a period of ~~twelve~~ (12) months.

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

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

SECTION 4 - Notice

(A) An employee shall be given a minimum of ~~fourteen~~ (14) calendar days notice prior to the agency effecting any reassignment or transfer of the employee. In the case of a transfer, the agency will make a good faith effort to give a minimum of ~~thirty~~ (30) calendar days notice.

(B) Nothing contained in this Agreement shall be construed to prevent the State from making reassignments, transfers, or changes in duty stations of any employee during an emergency or as otherwise required to meet urgent health care needs of the State.

SECTION 5 - Grievability

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 10 PROMOTIONS

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

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

SECTION 1 - Definitions

As used in this Article:

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

(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 shall mean the moving of an employee from a position in one class/occupational level to a different class/occupational level having a higher maximum salary.

(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 shall mean the moving of an employee from a position in one class/occupational level to a different class/occupational level having a lower maximum salary.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

SECTION 2 - Procedures

(A) An employee who has attained permanent status in his current position the class/occupational level may apply for a promotion by submitting a Request for Promotion Form (supplied by the agency), furnished by the State, to the agency in which the promotional position is located. Such requests shall indicate the class(es),/occupational broadband level(s), and the county(ies), and/or duty station to which the employee would like to be promoted. A State of Florida Employment Application Form must be completed and sent with the employee's Request form promotional consideration, and the employee's eligibility shall be determined by use of this completed application. Each applicant will be notified of their eligibility or ineligibility for the class(es), /occupational group and occupational broadband level(s), county(ies), and or duty station applied for.

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

SECTION 3 - Method of Filling Vacancies

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

SECTION 4 – Probationary Status on Promotion

(A) An employee appointed to a position must successfully complete at least a one-year probationary period and shall attain permanent status in that position upon successful completion of the designated probationary period.

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

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 11
CLASSIFICATION MATTERS

SECTION 1 - Duties

(A) When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the specification/occupational profile for the class/occupational broadband level to which the position is allocated, the employee may request that the Step 1 management representative or their designee review the duties assigned to the employee's position. The employee will receive a copy of the decision within sixty (60) calendar days.

(B) If the employee is not satisfied with the Step 1 management representative's decision, the employee, with or without representation, may request review by the Agency Head or their designee. The employee will receive a copy of the decision within sixty (60) calendar days.

(C) If the employee is not satisfied with the Agency Head's decision, the employee, with or without representation, may request the decision be reviewed by the Secretary of Management Services or their designee. The review will be in accordance with Chapter 110, Florida Statutes. The employee will forward, along with a request for review, copies of the responses received by the employee in (A) and (B) above, as well as any other information the employee may have relative to the matter. The employee will receive a copy of the decision of the Secretary of Management Services or their designee within sixty (60) calendar days and such the decision shall be final and binding on all parties.

SECTION 2 – Broadbanding

The Union recognizes the right of the States to develop, for the use of all State agencies, a classification and compensation program in furtherance of section 110.2035, Florida Statutes. Nothing in this part shall constitute a waiver of the Association's rights under Chapter 447, Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 12
PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee, which shall be maintained ~~in the central personnel office of~~ by the employing agency, ~~unless a different location is approved by the Secretary of the Department of Management Services or designee, which may be a contractor.~~ If an agency establishes an additional file, the employee shall have access to that file.

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 13
SAFETY

(A) When an employee believes that a condition exists at a State facility which is a violation of an established health or safety rule, or which is a hazard to persons or property, **such the** condition shall be reported immediately **by the employee in writing** to the appropriate supervisor who shall investigate the report promptly and make a reasonable effort to take appropriate action to correct the condition.

(B) Complaints which arise under this Article shall be grievable, but only to Step 3 of **the grievance procedure of this Agreement Article 6 herein.**

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 14
PERFORMANCE PLANNING AND EVALUATION

SECTION 1 - Performance Evaluations

(A) The performance of ~~permanent status bargaining Unit~~ employees shall be evaluated in accordance with ~~Chapter Rule~~ 60L-35, Florida Administrative Code.

(B) All performance evaluations shall be made by the employee's immediate supervisor, or a designated managerial employee who has knowledge of the employee's duties, responsibilities and job performance and who shall be held accountable for assessing the employee's performance without direction or control by higher management.

(C) The State will continue to maintain and ~~will~~ make a good faith effort to expand its program to train supervisors in performance planning and evaluation techniques.

SECTION 2 - Grievability

Any employee who has attained permanent status in ~~his the~~ current ~~position class/occupational level~~ who receives a performance evaluation with an overall rating of "Needs Improvement" or below may appeal ~~the his~~ performance evaluation within ~~fourteen (14)~~ days from the date the employee receives ~~the his~~ completed performance evaluation to the Step 2 management representative. The decision of the Step 2 management representative is final and binding.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 15
SCOPE OF HEALTH CARE PROFESSIONAL PRACTICE

~~Professional Health Care An~~ employees may appeal through Step 2 of the grievance procedure of this Agreement the assignment of duties, which the employee alleges jeopardizes the employee's professional license.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 16
EMPLOYMENT OUTSIDE STATE GOVERNMENT

Any bargaining Unit employee who wishes to perform other employment outside of State government shall secure the required approval in advance, in accordance with the Personnel Rules and applicable law. It is understood that P permission shall not be unreasonably withheld as long as such outside employment does not conflict with the employee's State employment nor with the employing agency's procedures limiting such outside employment.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 17
VACANT

PROBATIONARY STATUS

~~(A) When an employee serving in a class/occupational level with probationary status is promoted to the next higher class within the same agency in the same series/occupational level, continuous satisfactory service in the higher class/occupational level shall be counted toward completion of the required probationary period for the class/occupational level from which the employee was promoted. This provision is subject to change in furtherance of Article 11, Section 2, without waiver of any right under Chapter 447, Part II.~~

~~(B) An employee who has obtained permanent status in a classification or occupational level who fails, due to performance, to satisfactorily complete the probationary period in the promotional classification or occupational level shall be demoted to the former classification or occupational level previously held by the employee in an available vacant position in the employing agency or may, at the discretion of the agency in which the employee was previously employed when the employee successfully completed probation, be demoted to an available vacant position. Such employee shall not lose permanent status in such classification or level with the same agency and within the career service system.~~

~~(1) Such a demotion shall be with permanent status, provided the employee held permanent status in the lower class/occupational level.~~

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 18
LEAVE

Employees may be granted leave as provided in **Chapter Rule** 60L-34, Florida Administrative Code.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 19
REPLACEMENT OF PERSONAL PROPERTY

(A) An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription glasses, or **such** other items of personal property as have been given prior approval by the agency and the Secretary of Management Services or **their** designee as being required by the employee to adequately perform the duties of the position, will be reimbursed as provided herein. A written report must be filed detailing the circumstances under which **such the** property was damaged or destroyed. The State shall authorize reimbursement for repair or replacement of **such the** property, not to exceed the following amounts:

- (1) Watch - \$75
- (2) Prescription glasses - \$200 (including any required examination)
- (3) Other Items - The Secretary of Management Services, or **their** designee,

shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

- (4) Total allowable per incident - \$500

(B) Such reimbursement shall be with the approval of the **A**gency **H**ead. Approvals shall not be unreasonably withheld.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 20
TRAINING AND EDUCATION

SECTION 1 - Professional Education

(A) The State will make a good faith effort to allow ~~Professional Health Care Unit~~ employees a reasonable amount of time, with pay, as the work schedule will permit, for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position.

(1) ~~Such~~ Training/education shall be considered as time worked and may be granted if: The employee applies in advance in writing specifying the course and ~~their~~ his objective related to ~~their~~ his position; the employee obtains permission of his/~~her~~ department head, and ~~such the~~ training/education does not interfere with patient services.

(2) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(3) Subsections (1) and (2) above do not preclude the State from assigning employees to attend training courses as determined by management.

(B) In addition to the time which may be allowed under (A) above, employees who are required, either by statute or ~~by the official class specification/occupational~~ broadband level, to meet mandatory continuing education requirements in order to remain eligible to perform assigned duties, shall attend as time worked employee selected courses toward the fulfillment of ~~such~~ continuing education requirements. The scheduling of ~~such~~ leave is subject to the approval of the agency.

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

SECTION 2 - Flexible Work Schedule

The State will make a good faith effort to arrange a flexible work schedule for the employee who is seeking to further ~~their~~ his education at an accredited institution of higher learning by taking course work, which will improve the performance of official duties and improve the quality of public service.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

SECTION 3 - Supervisory Training

The State will make a good faith effort to improve supervisory training by providing a standard set of fundamental supervisory skills as provided in Section 110.403, Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 21

COMPENSATION FOR TEMPORARY SPECIAL DUTY IN A HIGHER POSITION

OUT OF TITLE WORK

SECTION 1—Eligibility

Each time an employee is officially designated by the appropriate supervisor to act in a position in a higher classification/occupational broadband level than the employee's current permanent classification/occupational level, and actually performs said duties a major portion of the duties of the higher level position, irrespective of whether the higher level position is funded, for a period of time more than twenty two (22) workdays within any six (6) consecutive months, the employee shall be eligible to receive a temporary special duty additive in accordance with the Rule 60L-32, Florida Administrative Code, Personnel Rules, beginning with the 23rd day.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 22 DISABILITY LEAVE

SECTION 1 - Disability Leave With Pay

An employee who is eligible for disability leave with pay under the provisions of **Chapter Rule** 60L-34, Florida Administrative Code, shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full pay status under **Chapter Rule** 60L-34. The Agency Head or **their** designee shall not unreasonably refuse to submit a request to carry an employee in full pay status under the provisions of **Chapter Rule** 60L-34.

(A) Except as provided in subsection (B) below, no employee shall be carried in full pay status until the employee has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave or leave without pay.

(B) Where the employee has not had continuous State service necessary to accumulate 100 hours of sick leave credits, that employee would be eligible upon having exhausted the leave the employee had accumulated, providing the injury results from an act of violence inflicted by another person while engaged in health care duties or an assault under riot conditions.

SECTION 2 - Alternate Duty

(A) Where an employee is eligible for disability leave with pay under the **Rules of the State** Personnel **System Rules** as a result of an injury in the line of duty, and is temporarily unable to perform their normal 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 affect 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 3. The decision of the Secretary of the Department of Management Services shall be final and binding on all parties.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 23

HOURS OF WORK / COMPENSATORY TIME / ~~COMPENSATION DURING EMERGENCY CONDITIONS~~

SECTION 1 - Workweek/Compensatory Time

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

(B) Work beyond the normal workweek shall be recognized in accordance with Chapter Rule 60L-34, Florida Administrative Code. ~~Special compensatory time may be accumulated up to a maximum of 240 hours.~~

(C) Excluded employees who are required to work in excess of the hours of the regular work period or an agency established approved extended work period will earn regular compensatory leave credits on an hour-for-hour basis. Such overtime shall be rounded to the nearest quarter hour based on the actual time the employee was required to work. If an employee filling an excluded position has less than 80 hours of regular compensatory leave credits, the State will not alter the employee's normal work schedule solely for the purpose of avoiding the earning of regular compensatory leave credits.

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

(E) An agency may compensate employees in included positions for overtime as follows:

An employee who is filling an included position may at the end of the workweek or approved extended period if mutually agreed by the employee and supervisor, waive payment for overtime and have the overtime hours credited to "FLSA special compensatory leave." If such approved election is made, the overtime hours will be credited as "FLSA special compensatory leave" credits at the rate of one and one-half hours for each hour of overtime worked. An employee only will be permitted to accumulate a maximum of 80 hours of "FLSA special compensatory leave" credits which may be taken in any increments if mutually agreed to by the employee and the supervisor. If mutual agreement is not reached, the supervisor may, with a minimum of five (5) workdays notice, require the employee to use such leave credits at any time in increments of full work days. However, all unused "FLSA special compensatory leave"

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

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

SECTION 2 - Rest Periods

Whenever practicable, ~~bargaining Unit~~ employees' daily work schedules will provide for a fifteen (15) minute rest period during each one-half work shift. The rest period shall be scheduled whenever possible at the middle of such a one-half shift. The State, however, shall vary the scheduling of such period when the demands of work so require. No supervisor shall unreasonably deny an employee a rest period as provided herein.

SECTION 3 - Flextime

A full-time employee may request approval of a variable work schedule under an ~~Agency's~~ family support personnel policies. If the employee requests a regular schedule of more or less than an eight hour workday, approval may be requested in accordance with the provisions of chapter Rule 60L-34, Florida Administrative Code.

SECTION 4 - Work Schedule

(A) Except in emergency situations, normal work schedules showing the employees' shifts, workdays, and hours will be posted on applicable bulletin boards no less than ten (10) calendar days in advance and will reflect at least a one (1) month schedule. With the prior approval of the supervisor(s) and provided there is no penalty to the State, employees may mutually agree to exchange days or shifts on a temporary basis.

(B) (1) The State will make a good faith effort to equalize required shift rotation and weekend work among employees ~~covered by this Agreement~~ in the same functional unit whenever this can be accomplished without interfering with efficient operations.

(2) When an employee's shift has been changed, the State will make a good

For the State

For the FNA

Mike Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator
Florida Nurses Association

Date

Date

faith effort to schedule the employee to be off work for a minimum of two shifts.

(3) Except in emergencies, employees will not be required to work more than two different shifts in a workweek.

(4) The State will attempt to grant at least two (2) weekends off per month.

SECTION 5 – ~~Special Compensatory Leave~~ ~~Work During Office Closures and Holidays~~

~~(A) Special compensatory leave will be earned and credited pursuant to Rule 60L-34, Florida Administrative Code. In no case shall the employee's accrued special compensatory leave balance exceed 240 hours.~~

~~(B) In the event that the employee's current special compensatory leave balance is at the 240 hour maximum, and the employee is required to work under conditions that would normally earn special compensatory leave credits, no additional special compensatory leave is earned.~~

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

~~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 work extra hours during a holiday workweek or pay period, the employee shall be compensated as described below. Compensation shall be determined at the end of the 40 hour workweek for included employees and pay period for excluded employees on an hour for hour basis.~~

~~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 compensation on an hour for hour basis for the number of hours worked for the period the facility is closed.~~

~~(2) When an employee is determined to not be necessary for providing essential services in those facilities which have been closed under Executive Order, the employee shall be eligible for administrative leave up to an amount equal to the employee's scheduled work hours for the period the facility is closed.~~

~~(3) At the end of the workweek or pay period, as appropriate, employees shall be compensated in the following order:~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

~~(a) Employees shall be credited with time actually worked. If the hours worked exceed the normal pay for the workweek or pay period, employees will be compensated for all overtime earned;~~

~~(b) If the hours actually worked are still below the normal pay for the workweek/pay period, leave shall be used to bring the employee to the normal rate of pay in the following order:~~

~~1. Any annual leave, sick leave, or regular compensatory leave that had been approved;~~

~~2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.~~

~~(c) In addition to the above, the employee providing essential services shall receive compensation to be paid at the employee's current regular hourly rate of pay for each hour worked while the facility is closed by order of the Governor, regardless of whether overtime was earned or leave used during the workweek or pay period.~~

~~(A) Work in all other circumstances where facilities are closed; work on an observed holiday; or extra hours worked during a holiday workweek or pay period:~~

~~(1) An employee required to work when the facility has been closed under the direction of the Department of Management Services or the agency head due to any other condition not covered by an Executive Order, would be eligible for special compensatory leave on an hour for hour basis for the number of hours worked each day that the facility is closed;~~

~~(2) An employee required to work on a holiday shall be eligible for special compensatory leave equal to the time worked on the holiday, not to exceed the number of hours in the employee's established workday. However, if the holiday falls on an established workday of less than 8 hours, the employee will be eligible for an 8 hour holiday.~~

~~(3) An employee required to work extra hours during a holiday workweek or pay period shall be eligible for special compensatory leave equal to the number of extra hours worked.~~

~~(4) At the end of the workweek or pay period, as appropriate, the employee shall be compensated in the following order:~~

~~(a) The employee shall first be credited with time actually worked;~~

~~(b) Eligible special compensatory hours during the workweek/pay period will be added to the hours of actual work to bring the hours worked up to the normal hours for the~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

~~workweek/pay period. Any remaining eligible special compensatory leave hours shall be converted to special compensatory leave credits;~~

~~(e) If the employee is still below the normal pay for the workweek/pay period leave shall be used to bring the employee to the normal rate of pay in the following order:~~

~~1. Any annual leave, sick leave, or regular compensatory leave that had been approved;~~

~~2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.~~

~~(B) Compensation for deployment to a county, area or facility closed due to emergency conditions:~~

~~Contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to grant a temporary special duty 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 provided that such temporary special duty pay additive is specified in the current General Appropriations Act for the current fiscal year.~~

~~(C) Administrative leave shall not count as hours worked for overtime purposes:~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 24
ON-CALL ASSIGNMENT

SECTION 1 - Definition

"On-call" assignment shall be as defined in Rule 60L-32, Florida Administrative Code ~~defined as when the employee has been instructed by the appropriate management to remain available for work during an off duty period; the employee must leave word where they may be reached by telephone or electronic signaling device; and, the employee is available to return to the work location on short notice to perform assigned duties.~~

SECTION 2 - Request for On-Call Pay

Agencies may approve positions to be placed on-call according to the requirements of chapter Rule 60L-32.00312, Florida Administrative Code.

SECTION 3 - On-Call Assignment

The State will make a good faith effort to equalize placement of employees on-call whenever this can be accomplished without interfering with efficient operations.

SECTION 4 - On-Call Fee

(A) When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of \$1.00 per hour for each hour such the employee is required to be on-call. If an on-call period is less than one (1) hour, the time while on-call will be rounded to the nearest 1/4 hour and the employee will be paid 25¢ for each 1/4 hour of on-call assignment.

(B) Employees who are required to be on call on a Saturday, Sunday or a holiday as listed in section 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee's class or at the rate specified in the above paragraph, whichever is greater for the period such the employee is required to be available.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

SECTION 5 - Call Back

When ~~An~~ employee who has been placed on-call in accordance with Section 1, above, is called back to the work location to perform assigned duties, ~~beyond the employee's scheduled hours of work for that day~~ the employee shall be credited for actual time worked, or a minimum of two hours, whichever is greater. The rate of compensation shall be in accordance with the Rules of the State Personnel System ~~Personnel Rules~~.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 25 Wages

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year ~~2011-2012~~ 2012-2013 General Appropriations Act ~~as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands.~~

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year ~~2011-2012~~ 2012-2013 General Appropriations Act.

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

In accordance with the authority provided in the Fiscal Year 2012-2013 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 duty pay additive of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION ~~3~~ 2 – Cash Payout of Annual Leave

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

SECTION ~~4~~ 3 – Savings Sharing Program

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

SECTION 5 4 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary performance as evidenced by a performance evaluation conducted pursuant to **Chapter Rule** 60L-35, Florida Administrative Code.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 26
DIFFERENTIAL PAY

SECTION 1—Shift Differential

(A) A shift differential in the amount of \$1.00 per hour will be paid when it is the prevailing practice in the profession to pay shift differential and when the employee is assigned to a shift where a majority of the employee's hours worked fall between the hours of 5:00 p.m. and 6:00 a.m.

(B) When justified and upon approval by the Secretary of Management Services or ~~their~~ designee, subject to the availability of funds, a shift differential greater than \$1.00 per hour may be paid when the criteria in (A) above are met and where the local competitive conditions justify a higher shift differential.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 27
INSURANCE and RETIREMENT BENEFITS

SECTION 1 – State Employees Group Insurance Program

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

SECTION 2 – Retirement

Consistent with § 121.011(3)(d), Florida Statutes, and *Florida Sheriff's Association v. Dept. of Admin.*, 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits, rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 28
TRAVEL EXPENSES

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 29
DRUG-FREE WORKPLACE

SECTION 1 – Drug Testing and Safety Sensitive Classes / Positions

(A) ~~The State and the Association support the concept of a drug free workplace and a drug free society. Toward this goal, the State and the Association~~ agree to drug testing of ~~bargaining Unit~~ employees in accordance with section 112.0455, Florida Statutes, the Drug-Free Workplace Act.

(B) The State agrees to discuss the designation of safety-sensitive classes or positions with the Association. Safety-sensitive position means any position, including a supervisory or management position, in which a drug impairment would constitute an immediate and direct threat to public health or safety. The designation of safety-sensitive positions will be determined using one of the following criteria:

(1) Uncompromising skill required; immediate threat to health or safety.
(2) Serious life-threatening and undetectable mistakes/consequence of actions; work involving critical actions having life and death effect which are not reviewed by higher level authorities who could negate the effect of erroneous decisions.

(3) High degree of public reliance and confidence (trust) required and includes applicants for positions of special trust or responsibility under section 110.1127, Florida Statutes. This area also includes those positions of a sensitive nature in law enforcement, regulatory or investigatory work and positions, which have unsupervised accessibility to sensitive information.

(4) Safety-sensitive classes/positions ~~within the bargaining unit~~ are denoted by an asterisk in Appendix A.

(C) An employee shall have the right to grieve ~~any~~ disciplinary action taken under section 112.0455, Florida Statutes, the Drug-Free Workplace Act, subject to the limitations on the grievability of disciplinary actions in Article 7. If an employee is not disciplined but is denied a demotion, reassignment or promotion as a result of a positive confirmed drug test, the employee shall have the right to grieve such action in accordance with Article 6 ~~of this Agreement~~.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

SECTION 2 – Department of Corrections Employees and Drug Testing

(A) An employee shall have the right to grieve any disciplinary action taken under Section 944.474, Florida Statutes, subject to the limitations on the grievability of disciplinary actions in Article 7 of this Agreement. If an employee is not disciplined but is denied a demotion, reassignment, or promotion as a result of a positive confirmed drug test, the employee shall have the right to grieve such action in accordance with Article 6 of this Agreement.

(B) Any searches conducted of employees of the Department of Corrections shall be in accordance with the provisions of the Rules of the Department of Corrections, Chapter 33-208, Florida Administrative Code.

(C) If an employee’s personal property suffers damage or destruction in the course of a drug search on Department of Corrections’ property, the employee may submit a claim for reimbursement under the provisions of Article 19 of this Agreement.

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 30
NO STRIKE

SECTION 1 - No Strike Agreement

Neither the Association nor ~~any of~~ its officers or agents, nor members ~~or covered by this Agreement, nor any other~~ employees ~~covered by this Agreement~~, will instigate, promote, sponsor, or engage in ~~any~~ prohibited activities as defined in section 447.203(6), Florida Statutes.

SECTION 2 - Penalty

~~Any or all~~ Employees who violate any provision of the law prohibiting strikes or of this Article will be subject to disciplinary action up to and including discharge, and ~~any such~~ the disciplinary action by the State shall not be subject to the grievance procedure established herein.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 31
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 32
MANAGEMENT RIGHTS

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 33
ENTIRE AGREEMENT

SECTION 1 — Agreement/Reopeners

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

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. ~~The State and the Association agree that, in addition to Article 25 Wages, any three (3) articles within this Agreement that either party desires to reopen shall be subject to negotiations for Fiscal Year 2010 2011 and Fiscal Year 2011 2012.~~

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Article 34
SAVINGS CLAUSE

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FNA

Don Slesnick
Negotiator
Florida Nurses Association

Date

Florida Nurses Association
Proposals for Professional Health Care Unit
Collective Bargaining Agreement 2012 - 2015
Presented November 17, 2011

FNA Union Proposals
11-17-11
page 1 of 7

Florida Nurses Association ("FNA" or "Association") understands that the State of Florida is continuing to be challenged by budget constraints, and, as a result, all state agencies are faced with providing required services with limited resources, including staff. We continue to hear that agencies are unable to recruit and retain highly skilled, professional employees at a time when the demand for services continues to increase. The biggest factor in the inability to hire is the low salaries that the agencies offer, compounded by the fact that state employee benefits are being reduced or eliminated and that no state employee has had a raise for 6 years. Several agencies have attempted to address the low salaries by increasing their appointment rates in order to fill vacant positions. However, this action has created significant and growing inequities among certain classifications of employees. While our salary and other proposals, described below, do not achieve the competitiveness we believe is necessary, we believe our proposals are reasonable and necessary for the agencies to continue to deliver the quality level of health care services that the citizens and the wards of the state deserve. Thus, FNA's proposals are as follows:

1. **Article 25 – WAGES**

Each employee in the bargaining Unit shall receive a cost of living increase of 6% effective July 1, 2012, ~~followed by a 6% increase in 2013, and another 6% increase in 2014, (to include starting rates).~~*

**under clarifying discussion*

2. **Article 26 – DIFFERENTIAL PAY**

The Association is proposing an increase in evening and night shift differentials for those employees who work in 24 hours facilities:

- Shift differential of \$2.00/hour for evening shift
- Shift differential of \$3.00/hour for night shift

3. **Article 24 – ON-CALL ASSIGNMENT**

Increase On-Call Pay from \$1.00/hour to \$3.00/hour.

4. **Article 8 – WORFORCE REDUCTION**

Add a new paragraph (D) as follows:

Reductions in pay for reasons other than discipline (e.g., budget reductions/shortfalls or position eliminated) will be administered by the same procedure as "layoffs" in paragraph "(A)" above.

5. **New Article 3 – DUES CHECKOFF (Article 3 currently vacant)**

SECTION 1 – Deductions

(A) During the term of this Agreement, the State, by and through its respective agencies, agrees to deduct Association membership dues and uniform assessments, if any, in an amount established by the Association and certified in writing by an accredited officers of the Association to the State, from the pay of those employees in the bargaining Unit who individually make such request on a written checkoff authorization form provided by the Association (Appendix B). Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization of the agency.

(B) The Association shall advise the State of any uniform assessment or increase in dues in writing at least thirty (30) days prior to its effective date.

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

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

SECTION 2 – Remittance

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Association, by the respective agencies on either a biweekly or monthly cycle along with a list containing names, social security numbers, agency, division, district, institution, and amount deducted of the employees for whom the remittance is made.

SECTION 3 – Insufficient Pay for Deduction

In the event an employee's salary earnings within any pay period after deductions for withholding, Social Security, retirement, State Health Insurance, and other priority deductions are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Association to collect its dues and uniform assessments for that pay period directly from the employee.

SECTION 4 – Termination of Deduction

Deductions for Association dues and/or uniform assessments shall continue until either: 1) revoked by the employee by providing the State and the Association with thirty (30) days written notice that the employee is terminating the prior checkoff authorization, 2) revoked pursuant to section 447.507, Florida Statutes, 3) the termination of employment, or 4) the transfer, promotion, or demotion of the employee out of this bargaining Unit. If these deductions are not discontinued when any of the above situations occur, the Association shall, upon request of the employee, reimburse the employee for the deductions that were improperly withheld.

SECTION 5 – Indemnification

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

SECTION 6 – Exceptions

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

SECTION 7 – Dues Checkoff Authorization Form

(A) The Dues Checkoff Authorization Form (Appendix B) supplied by the Association shall: (1) be in strict conformance with Appendix B; (2) be the only form used by bargaining Unit employees who wish to initiate dues deduction; and (3) shall contain all the information required by the Form prior to submission to the State.

(B) The State will not process Dues Checkoff Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or (3) submitted to the State more than sixty (60) days following the date of the employee's signature.

6. Article 23 – HOURS OF WORK / COMPENSATORY TIME

SECTION 1 - Workweek/Compensatory Time

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

(B) Work beyond the normal workweek shall be recognized in accordance with Chapter 60L-34, Florida Administrative Code. Special compensatory time may be accumulated up to a maximum of 240 hours.

(C) Excluded employees who are required to work in excess of the hours of the regular work period or an approved extended work period will earn regular compensatory leave credits on an hour-for-hour basis. Such overtime shall be rounded to the nearest quarter hour based on the actual time the employee was required to work. If an employee filling an excluded position has less than 80 hours of regular compensatory leave credits, the State will not alter the employee's normal work schedule solely for the purpose of avoiding the earning of regular compensatory leave credits.

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

(E) An agency may compensate employees in included positions for overtime as follows: An employee who is filling an included position may at the end of the workweek or approved extended period if mutually agreed by the employee and supervisor, waive payment for overtime and have the overtime hours credited to "FLSA special compensatory leave." If such approved election is made, the overtime hours will be credited as "FLSA special compensatory leave" credits at the rate of one and one-half hours for each hour of overtime worked. An employee only will be permitted to accumulate a maximum of 80 hours of "FLSA special compensatory leave" credits which may be taken in any increments if mutually agreed to by the employee and the supervisor. If mutual agreement is not reached the supervisor may, with a minimum of five (5) workdays notice, require the employee to use such leave credits at any time in increments of full work days. However, all unused "FLSA special compensatory leave" credits at the close of business on December 31 and June 30, or other dates approved by the Department of Management Services, shall be paid for at the employee's straight time regular hourly rate in accordance with Chapter 60L-34, Florida Administrative Code as amended. An employee who separates from Career Service, moves to an excluded position, or moves to another state agency shall be paid for all unused "FLSA special compensatory leave" in accordance with the above.

SECTION 2 - Rest Periods

Whenever practicable, bargaining Unit employees' daily work schedules will provide for a fifteen (15) minute rest period during each one-half work shift. The rest period shall be scheduled whenever possible at the middle of such a one-half shift. The State, however, shall vary the scheduling of such period when the demands of work so require. No supervisor shall unreasonably deny an employee a rest period as provided herein.

SECTION 3 - Flextime

A full-time employee may request approval of a variable work schedule under an agency's family support personnel policies. If the employee requests a regular schedule of more or less than an eight hour workday, approval may be requested in accordance with the provisions of chapter 60L-34, Florida Administrative Code.

SECTION 4 - Work Schedule

(A) Except in emergency situations, normal work schedules showing the employees' shifts, workdays, and hours will be posted on applicable bulletin boards no less than ten (10) calendar days in advance and will reflect at least a one (1) month schedule. With the prior approval of the supervisor(s) and provided there is no penalty to the State, employees may mutually agree to exchange days or shifts on a temporary basis.

(B) (1) The State will make a good faith effort to equalize required shift rotation and weekend work among employees covered by this Agreement in the same functional unit whenever this can be accomplished without interfering with efficient operations.

(2) When an employee's shift has been changed, the State will make a good faith effort to schedule the employee to be off work for a minimum of two shifts.

(3) Except in emergencies, employees will not be required to work more than two different shifts in a workweek.

(4) The State will attempt to grant at least two (2) weekends off per month.

SECTION 5 - Work During Emergency Conditions and Holidays

When, pursuant to the Personnel Rules, an employee is determined to be necessary for providing essential services in those facilities which have been closed under Executive Order for emergency conditions or; is required to work on an observed holiday; or, is required to work extra hours during a holiday workweek or pay period, the employee shall be compensated as described below. Compensation and any leave usage or credit shall be determined at the end of the 40-hour workweek for included employees and pay period for excluded employees on an hour-for-hour basis.

(A) Work during declared emergency conditions by Executive Order:

(1) An employee providing essential services shall be credited with hours of work and, in addition, receive disaster compensation on an hour-for-hour basis for the number of hours worked for the period the facility is closed.

(2) When an employee is determined to not be necessary for providing essential services in those facilities which have been closed under Executive Order, the employee shall be eligible for administrative leave up to an amount equal to the employee's scheduled work hours for the period the facility is closed.

(3) At the end of the workweek or pay period, as appropriate, employees shall be compensated in the following order:

(a) Employees shall be credited with time actually worked. If the hours worked exceed the normal pay for the workweek or pay period, employees will be compensated for all overtime earned;

(b) If the hours actually worked are still below the normal pay for the workweek/pay period, leave shall be used to bring the employee to the normal rate of pay in the following order:

1. Any annual leave, sick leave, or regular compensatory leave that had been approved;

2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.

(c) In addition to the above, the employee providing essential services shall receive disaster compensation to be paid at the employee's current regular hourly rate of pay for each hour worked while the facility is closed by order of the Governor, regardless of whether overtime was earned or leave used during the workweek or pay period.

(B) Work in all other circumstances where facilities are closed; work on an observed holiday; or extra hours worked during a holiday workweek or pay period:

(1) An employee required to work when the facility has been closed under the direction of the Department of Management Services or the agency head due to any other condition not covered by an Executive Order, would be eligible for special compensatory leave on an hour-for-hour basis for the number of hours worked each day that the facility is closed,

(2) An employee required to work on a holiday shall be eligible for special compensatory leave equal to the time worked on the holiday, not to exceed the number of hours in the employee's established workday. However, if the holiday falls on an established workday of less than 8 hours, the employee will be eligible for an 8-hour holiday.

(3) An employee required to work extra hours during a holiday workweek or pay period shall be eligible for special compensatory leave equal to the number of extra hours worked.

(4) At the end of the workweek or pay period, as appropriate, the employee shall be compensated in the following order:

(a) The employee shall first be credited with time actually worked;

(b) Eligible special compensatory hours during the workweek/pay period will be added to the hours of actual work to bring the hours worked up to the normal hours for the workweek/pay period. Any remaining eligible special compensatory leave hours shall be converted to special compensatory leave credits;

(c) If the employee is still below the normal pay for the workweek/pay period leave shall be used to bring the employee to the normal rate of pay in the following order:

1. Any annual leave, sick leave, or regular compensatory leave that had been approved;

2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.

(C) Administrative leave shall not count as hours worked for overtime purposes.

(D) The representatives of the Association shall have the opportunity to consult with each agency employing unit members on the Agency's Emergency Comprehensive Plan with regard to compensation and overtime pay during declared emergencies. Benefits provided for in an agency's Emergency Comprehensive Plan as a result of the consultation may differ from the terms of this section.

SECTION 6 – Department of Health Employees and Emergency / Disaster Compensation

(A) The Florida Nurses Association (herein the "FNA") and the State of Florida desire to recognize the sacrifices of those employees who serve in the capacity of health care professionals during a declared emergency. The provisions of this section apply to this Unit's professional health care employees who are employees of the State of Florida Department of Health.

(B) When health care professional employees in the Department of Health are deployed to perform services during a declared emergency, but their regular work location is not closed, the following compensation arrangement will be implemented.

(1) The Department of Health professional health care unit employees shall be considered as "included" employees for the purposes of overtime compensation for the duration of the declared emergency or disaster.

(2) The "included" status shall apply only during the work week(s) in which the employee is deployed to the emergency or disaster area.

(3) This compensation is appropriate as deployed employees are required to provide a wide variety of services to those in need of healthcare and assistance during the emergency or disaster, involving an increase in "included" type duties.

(4) Employees who work at their home agency work location or those whose home agency work location is closed as a result of a declared emergency or disaster will not be considered "included" but rather will continue to be compensated in accordance with this agreement.

(5) The ability to provide this compensation is in furtherance of the existing policies on

connecting employees to included status on a temporary basis in these circumstances.

(C) An alleged violation of the provisions of this Section can be grieved in accordance with the grievance and arbitration process included in Article 6, Grievance Procedure, of this agreement.

7. **Article 27 – INSURANCE BENEFITS**

Add a new paragraph as follows:

Health insurance benefits (and any employee contribution for those benefits) for bargaining Unit employees shall not be altered or changed during the term of this Agreement.

8. **New Article 31 – PRIVATIZATION OF HEALTH CARE SERVICES (Article 31 currently vacant)**

The health care services of the Department of Corrections of the State of Florida shall not be privatized unless and until the State can demonstrate a compelling state interest for such an action and then only at the termination of this collective bargaining agreement.

9. **New Article 32 – DEPARTMENT OF CORRECTIONS DENTISTS OPERATING UNDER TEMPORARY CERTIFICATES TO PRACTICE**

The State agrees to allow Department of Corrections dentists who are licensed in a state other than Florida but who are qualified to practice dental medicine under state provisions and/or temporary certificates issued by the Department of Health Board of Dentistry to continue to practice in Florida's correctional facilities.

10. **New Article 33 – PREVAILING RIGHTS**

All pay and benefits provisions published in the Personnel Rules which cover employees in this bargaining Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement. Any claim by an employee concerning the application of such provisions shall not be subject to the grievance procedure of this Agreement, but shall be subject to the method of review prescribed by the Personnel Rules, or other appropriate administrative or judicial remedy.

11. **Article 37 – DURATION (previously Article 35)**

Revise Paragraph (A) of Section 1 – Term as follows:

(A) This Agreement shall be effective as of the first day of July 2012, and shall remain in full force and effect through the 30th day of June 2015 with annual re-openers on Article 25 (Wages) and up to three other articles (economic and non-economic) of each party's choosing.

12. The following Articles shall be renumbered as follows:

- Article 34 – Management Rights
- Article 35 – Entire Agreement
- Article 36 – Savings Clause

APPENDIX B

FLORIDA NURSES ASSOCIATION
PROFESSIONAL HEALTH CARE UNIT
P.O. Box 536985, Orlando, FL 32853-6985 (407) 896-3261

STATE OF FLORIDA
FNA DUES CHECKOFF AUTHORIZATION
FLORIDA NURSES ASSOCIATION

I, _____ an employee of
(PLEASE PRINT - Full Name) (Social Security #)
the _____
Agency Division

direct the State of Florida, by and through my employing agency, to deduct from my regular bi-weekly or monthly salary the membership dues and uniform assessments, if any, as established from time to time by the employee organization certified to represent the bargaining unit indicated below.

The State is directed to begin the deduction that is appropriate for the option selected below with the first pay period following the date this authorization form is received by my employing agency and to continue said deduction until: 1) revoked by me at any time upon 30 days written notice to my employing agency; 2) my transfer, promotion or demotion out of this bargaining unit; 3) the termination of my employment; or 4) revoked pursuant to Section 447.507, Florida Statutes. The deductions made pursuant to this authorization shall be transmitted to the employee organization certified to represent this Unit.

PROFESSIONAL HEALTH CARE UNIT PAYROLL DEDUCTION CODE 685 OPTION:
A B C D
[] [] [] [] (Check one only)

MY SIGNATURE HEREON IS AUTHORIZATION FOR THE STATE OF FLORIDA TO RELEASE MY SOCIAL SECURITY NUMBER TO THE FNA IN REPORTING DUES DEDUCTIONS.

Date: _____ Signature: _____

Classification and Title: _____ Professional License # _____

Work Address: _____
District/Region Installation Complete Employer Address

Home Address: _____
Street or PO Box City State Zip

Home Phone: _____ Work Phone: _____

E-Mail Address: _____ Fax: _____

Area of Clinical Practice or Interest (Check Two)

- Administration
ARNP
Bioethics
Child Health
Chemical Dependency
Computer Applications in Nursing
Correctional Health
Critical Care Nursing
Gerontological Nursing
Graduate Nurses
Holistic Nurses
Military/Federal Nursing
Nurses in Home Health
Nurse Educators
Psychiatric/Mental Health
Public Health
Public Policy
Research
Retired Nurses
Women's Health

ORIGINAL - STATE'S COPY YELLOW - ASSOCIATION'S COPY PINK - EMPLOYEE'S COPY

- Box A - RN's only \$16.31 bi-weekly
Box B - RN's only \$16.31 bi-weekly + \$1.00 PAC
Box C - Non Nurse unit members only - \$7.88 bi-weekly
Box D - Non Nurse unit members only - \$7.88 + \$1.00 PAC

AMOUNTS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH PROCEDURES IN THE FNA BY LAWS
When form is completed please mail to FNA Headquarters at the above address. Thank you! Form 1115-Rev. 11/11 MFS

State Health Care Professional Collective Bargaining Unit - FNA (04)
Fiscal Year 2012-13

Union/Issue	Estimated Cost	Comments
Article 25: Effective July 1, 2012, 6% Cost of Living Increase	\$25m	A 6% competitive pay adjustment for filled and vacant positions effective July 1, 2012. LAS/PBS was the source used for the calculation. Costing prepared by OPB.
Article 26: Increase the shift differential for the evening shift from \$1.00 to \$2.00 and increase the night shift differential from \$1.00 to \$3.00	\$1.6m	The amount calculated for this proposal is an estimate and was calculated by using position data from the People First System. Calculations were based on the type of shift that the employee is currently working and assuming that employee works that shift year round (2,080 hours). Employees working rotating shifts were calculated by using 693 hours for the evening shift and 693 hours for the night shift and assumes that the employee works the same shift year round. Costing was prepared by OPB.
Article 24: Increase the on-call pay from \$1.00 to \$3.00	\$569,186	The amount was calculated by using data in the People First System based on the number of on-call hours for Fiscal Year 2010-2011. The estimate assumes that employees would work similar hours each fiscal year and at a rate of \$3.00 per hour.
Article 8: Additional paragraph regarding workforce reductions: (B) Reductions in pay for reasons other than discipline (e.g.; budget reductions/shortfalls or position eliminated) will be administered by the same procedures as "layoffs" in paragraph "(A)" above.	N/A	This proposal was introduced in the collective bargaining negotiations and will be negotiated between the State and the collective bargaining unit.
Article 3: Union proposes incorporating the Dues Check off language in the currently vacant article.	N/A	This proposal is currently under negotiations with the state. The state has not provided a response to this proposal at this time.
Article 23: Hours of Work/Compensatory Time. Section 1 (e) would allow overtime to be credited ad FLSA Special Comp time at one and one half hours for up to 80 hours.	Indeterminate	The Union wants to reinstate 2010 Language related to hours of work, compensatory time, compensation during emergency conditions.
Article 27: Adds a paragraph that states health insurance benefits (and employee contributions for benefits) shall not be altered.	Indeterminate	The Governor's Recommended Budget for Fiscal Year 2012-2013 has not been completed at this time. Any additional cost to the collective bargaining member will be based on recommendations for state employee benefits in the Governor's Recommended Budget for Fiscal Year 2012-2013. State employee wage and benefit recommendations will be presented at a later date.
Article 31: Provides a new article preventing the DOC from privatizing health care services until the state can demonstrate a compelling state interest, and only at termination of agreement.	N/A	
Article 32: Provides a new article for dentists operating under a temporary certificate to practice if they are licensed in another state.	N/A	
Article 33: Provides a new article for prevailing rights allowing for claims to not be subject to the grievance procedure.	N/A	
Article 37: (previously article 35) Revises the article to make the effective date from July 2012-June 2015. Renumbers article 34 (Management Rights), Article 35 (Entire Agreement), and Article 36 (savings Clause).	N/A	

**Florida Nurses Association (“FNA”)
Professional Health Care Unit – State Personnel System
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Article	State Proposals	Union Proposals	Comments
3 - Vacant	<p>State’s 12-05-11 Proposal:</p> <p>Status quo.</p>	<p>Union’s 11-17-11 Proposal:</p> <p>Reinstate Dues Checkoff language from Article 3 of the Professional Health Care Unit Agreement in effect during FY 2010-2011, into the current vacant article.</p>	<p>Dues Deduction provisions are addressed in Chapter 447.303, F.S. The 2011 Legislature through impasse resolution accepted the State’s proposal to vacate Article 3.</p>
4 – No Discrimination	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and proposes that union claims of discrimination against the State be remedied only through the Public Employees Relations Commission.</p>	<p>No proposal offered.</p>	
5 – Employee Representation and Association Activities	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and proposes:</p> <p>Clarification of the term “employee” used in the Agreement means an employee included in the bargaining unit,</p>	<p>No proposal offered.</p>	

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Article	State Proposals	Union Proposals	Comments
	<p>that the state will maintain on the Department of Management Services’ website the occupational profiles, the Rules of the State Personnel System, and the interpretations of the Rules of the State Personnel System, and</p> <p>clarifies that employees’ home addresses will be provided to the union unless the home address is considered confidential under applicable law.</p>		
6 – Grievance Procedure	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and proposes:</p> <p>an Appendix B to include a collective bargaining grievance form and a Appendix C to include a request for arbitration form,</p> <p>the parties may by written agreement submit a grievance for mediation, and</p>	No proposal offered.	

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Article	State Proposals	Union Proposals	Comments
	issues of arbitrability, including the issue of timeliness, be separated from substantive issues of the grievance.		
7 – Disciplinary Action	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and clarifies that employees who have attained permanent status in their current position may be disciplined only for cause, as provided for in Section 110.227, Florida Statutes.</p>	No proposal offered.	
8 – Work Force Reduction	<p>State’s 12-05-11 Proposal:</p> <p>Grammatical changes only.</p>	<p>Union’s 11-17-11 Proposal:</p> <p>Creates Section 1(B) to read:</p> <p>Reductions in pay for reasons other than discipline (e.g.: budget reductions/shortfalls or position eliminated) will be administered by the same procedure as “layoffs” in paragraph “(A)” above.</p>	<p>Reductions in pay and reductions in hours of work do not constitute a layoff as defined in Chapter 110.107(23), F.S., “[l]ayoff means termination of employment due to a shortage of funds or work, or a material change in the duties or organization of an agency, including the outsourcing or privatization of an activity or function previously performed by career service employees.”</p>

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Article	State Proposals	Union Proposals	Comments
9 – Reassignment, Transfer, Change in Duty Station	State’s 12-05-11 Proposal: Incorporates grammatical changes only.	No proposal offered.	
10 - Promotions	State’s 12-05-11 Proposal: Incorporates grammatical changes for clarification, and adds a new Section titled Probationary Status on Probation that addresses employees’ probationary status on an internal agency promotion, and clarifying their status if demoted into their former position, or comparable position.	No proposal offered.	
11 – Classification Matters	State’s 12-05-11 Proposal: Incorporates grammatical changes, and clarifies that classification reviews will be in accordance with Chapter 110, Florida Statutes.	No proposal offered.	

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Article	State Proposals	Union Proposals	Comments
12 – Personnel Records	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and clarifies that an employee’s official personnel file shall be maintained by the employing agency, not by the Department of Management Services.</p>	No proposal offered.	
13 - Safety	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and clarifies that when an employee believes a condition exists in violation of a health or safety rule the employee will report the condition in writing, to the appropriate supervisor.</p>	No proposal offered.	
14 – Performance Planning and Evaluation	<p>State’s 12-14-11 Proposal:</p> <p>Incorporates grammatical changes, and clarifies that employee performance will be evaluated in accordance with Rule 60L-35, Florida Administrative Code.</p>	No proposal offered.	

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Article	State Proposals	Union Proposals	Comments
15 – Scope of Health Care Professional Practice	State’s 12-05-11 Proposal: Incorporates grammatical changes and clarification only.	No proposal offered.	
16 – Employment Outside State Government	State’s 12-05-11 Proposal: Incorporates grammatical changes and provides clarification only.	No proposal offered.	
17 – Probationary Status	State’s 12-05-11 Proposal: Vacates the Article.	No proposal offered.	The state proposes a Section 4 titled Probationary Status on Promotion in Article 10 - Promotions.
18 - Leave	State’s 12-05-11 Proposal: Changes the word Chapter to Rule.	No proposal offered.	
19 – Replacement of Personal Property	State’s 12-05-11 Proposal: Incorporates grammatical changes only.	No proposal offered.	

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Article	State Proposals	Union Proposals	Comments
20 – Training and Education	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes.</p>	No proposal offered.	
21 – Out of Title Work	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and proposes:</p> <p>the new title <i>Compensation for Temporary Special Duty in a Higher Position</i>, to clarify the Article’s subject.</p> <p>clarify that for an employee to be eligible for a temporary special duty additive for performing the duties of a higher level position, the employee must perform a <i>major portion</i> of the duties of that position.</p>	No proposal offered.	
22 – Disability Leave	<p>State’s 12-05-11 Proposal:</p> <p>Grammatical changes only.</p>	No proposal offered.	

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Article	State Proposals	Union Proposals	Comments
<p>23 – Hours of Work/Compensatory Time/Compensation During Emergency Conditions</p>	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes for clarification, and proposes:</p> <p>New Article title - <i>Hours of Work/Compensatory Time</i>, and proposes:</p> <p>re-title Section 5 to <i>Special Compensatory Leave</i>, with the new language clarifying that:</p> <p>special compensatory leave will be earned and credited pursuant to Rule 60L-34, Florida Administrative Code, the enforcement of the 240 hour cap on the accrual of special compensatory leave credits, and clarify that unless prohibited by law or rule, all requests for use of approved leave other than administrative leave shall first be charged to any special compensatory leave credits the employee has accrued.</p>	<p>Union’s 11-17-11 Proposal:</p> <p>Reinstate Department of Health Emergency/Disaster Compensation language from Article 23, Section 6, of Professional Health Care Unit Agreement in effect in FY 2010-2011.</p>	<p>State proposes to strike language in Section 5(B) addressing compensation for deployment to an area or facility, closed due to emergency conditions, and incorporates this provision in Article 25-Wages.</p> <p>State proposal to enforce 240 hour cap on special compensatory leave credits; reduce special compensatory leave liability.</p>

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Article	State Proposals	Union Proposals	Comments
24 – On-Call Assignment	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and clarifies that “on-call” is defined in Rule 60L-32, Florida Administrative Code. Clarifies meaning of “call-back.”</p>	<p>Union’s 11-17-11 Proposal:</p> <p>Increase on-call pay from the current \$1.00 to \$3.00 per hour.</p>	<p>Estimated cost of union’s proposal: \$569,186.</p>
25 - Wages	<p>State’s 12-05-11 Proposal:</p> <p>Pay shall be in accordance with Fiscal Year 2012-13 General Appropriations Act.</p> <p>Proposes compensation for employees deployed to a facility or area closed due to an emergency.</p> <p>Proposes that employees <i>may be given the option</i> of receiving a cash payout for unused annual leave in accordance with section 110.219(7), Florida Statutes.</p>	<p>Union’s 11-17-11 Proposal:</p> <p>6 percent cost of living increase effective July 1, 2012.</p>	<p>Estimated cost of union’s proposal: \$25m.</p>

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Article	State Proposals	Union Proposals	Comments
26 – Differential Pay	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates one grammatical change and strikes the header titled Section 1-Shift Differential since there is no Section 2.</p>	<p>Union’s 11-17-11 Proposal:</p> <p>Shift differential increase for employees who work in 24-hour facilities (currently \$1.00 per hour):</p> <p>Proposes Evening Shift Differential – \$2.00 per hour</p> <p>Proposes Night Shift Differential – \$3.00 per hour</p>	<p>Estimated cost of union’s proposals: \$1.6m.</p>
27 – Insurance Benefits	<p>State’s 12-05-11 Proposal:</p> <p>Proposes new title: <i>Insurance and Retirement Benefits</i></p> <p>Proposes a titled Section 1 – <i>State Employee Group Insurance Program</i>,</p> <p>Proposes a titled Section 2 – <i>Retirement</i>, with the following language:</p>	<p>Union’s 11-17-11 Proposal:</p> <p>Adds to existing language:</p> <p>Health insurance benefits (and any employee contribution for those benefits) for bargaining unit employees shall not be altered or changed during the term of this Agreement.</p>	

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Article	State Proposals	Union Proposals	Comments
	<p>Consistent with § 121.011(3)(d), Florida Statutes, and <i>Florida Sheriff's Association v. Dept. of Admin.</i>, 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits, rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.</p>		
28 – Travel Expenses	<p>State’s 12-05-11 Proposal: Grammatical changes only.</p>	No proposal offered.	
29 – Drug-Free Workplace	<p>State’s 12-05-11 Proposal: Incorporates grammatical changes, and clarifies that the articles cited are contained in the Agreement.</p>	No proposal offered.	

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Article	State Proposals	Union Proposals	Comments
30 – No Strike	State’s 12-05-11 Proposal: Incorporates grammatical changes only.	No proposal offered.	
31 - Vacant	State’s 12-05-11 Proposal: Status quo.	Union’s 11-17-11 Proposal: Proposes New Article: <i>Privatization of Health Care Services</i> The health care services of the Department of Corrections of the State of Florida shall not be privatized unless and until the State can demonstrate a compelling state interest for such an action and then only at the termination of this collective bargaining agreement.	The decision and authorization for state government program privatization resides with the Florida Legislature. The State must bargain over the impact of privatization if requested by the union.
32 – Management Rights	State’s 12-05-11 Proposal: Status quo.	Union’s 11-17-11 Proposal: Renumber the Article from 32 to 34, no other changes.	

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Article	State Proposals	Union Proposals	Comments
33 – Entire Agreement	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical change that strikes the words “upon ratification.”</p> <p>Strikes the last sentence in (B) authorizing the parties to reopen a certain number of articles for negotiations in specific Fiscal Years, as the state proposes a 1-year agreement in Article 35-Duration.</p>	<p>Union’s 11-17-11 Proposal:</p> <p>Renumber the Article from 33 to 35, no other changes.</p>	<p>If the agreement is not ratified by all parties pursuant to section 447.309, F.S., the legislative impasse resolution shall take effect as of the date of the legislative action for the remainder of the first fiscal year which was subject to negotiations; the legislative action shall not take effect with respect to preamble, recognition, and duration clauses.</p>
34 – Savings Clause	<p>State’s 12-05-11 Proposal:</p> <p>Status quo.</p>	<p>Union’s 11-17-11 Proposal:</p> <p>Renumber the Article from 34 to 36, no other changes.</p>	
<p>Union Proposes New Article:</p> <p>Department of Corrections Dentists Operating Under Temporary Certificates To Practice</p>	<p>State rejects Union’s proposed new article.</p>	<p>Union’s 11-17-11 Proposal:</p> <p>The State agrees to allow Department of Corrections dentists who are licensed in a state other than Florida but who are qualified to practice dental medicine under state provisions and/or temporary certificates issued by the Department of Health Board of Dentistry to continue to</p>	<p>The union on November 17, 2011, indicated that their proposal is important for Dentists if there is privatization of dental medicine in the state’s correctional facilities.</p>

**Florida Nurses Association (“FNA”)
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Article	State Proposals	Union Proposals	Comments
		practice in Florida’s correctional facilities.	The decision and authorization for state government program privatization resides with the Florida Legislature.
Union Proposes New Article: Prevailing Rights	State rejects Union’s proposed new article.	Union’s 11-17-11 Proposal: Proposes that claims by employees concerning application of pay and benefits provisions of the Rules of the State Personnel System shall not be subject to the method of review prescribed by the Rules of the State Personnel System, or other administrative or judicial remedy.	State law addresses employer obligation to negotiate proposed changes in terms and conditions of employment, provides remedy for violations through PERC/courts. Contract language redundant, creates potential for inconsistent interpretation of law by arbitrators. 2011 Legislature through impasse resolution accepted State’s proposal to vacate Article 3.



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

December 5, 2011

TRANSMITTED VIA ELECTRONIC MAIL

Jack Seddon, Executive Director
Federation of Physicians and Dentists /
State Employees Attorneys Guild
1310 Cross Creek Circle, Suite C2
Tallahassee, Florida 32301

Dear Mr. Seddon:

Thank you for your October 31, 2011, successor agreement proposals you provided for the Selected Exempt Service Physicians Unit for Fiscal Year 2012-2013 collective bargaining negotiations.

The state proposes we maintain the status quo, with minor grammatical changes, for the following articles as the parties have not proposed any changes to date:

Article 1 – Recognition
Article 2 – Gender Reference
Article 4 – No Discrimination
Article 7 – Employee Standards of Conduct and Performance
Article 9 – Reassignment
Article 10 – Classification and Pay Plan
Article 11 – Classification Review and Professional Practice Scope
Article 12 – Personnel Records
Article 13 – Safety
Article 14 – Replacement of Personal Property
Article 15 – Drug Testing
Article 20 – Per Diem and Travel Expenses
Article 21 – Pay Plan and Classification of Work
Article 23 – Management Rights
Article 25 – Savings Clause

Please direct all correspondence to:
Office of General Counsel | 4050 Esplanade Way, Suite 160 | Tallahassee, Florida 32399-0950
Tel: 850.487.1082 | Fax: 850.922.6312

www.dms.MyFlorida.com

The parties will continue to negotiate proposed changes to the following articles:

- Article 3 – Vacant (union proposal)
- Article 5 – Employee Rights, Management, and Union Communications (both parties propose changes)
- Article 6 – Grievance Procedure (both parties propose changes)
- Article 8 – Termination Due To a Reduction in Force and Recall (both parties propose changes)
- Article 16 – Leaves of Absence, Hours of Work (both parties propose changes)
- Article 17 – Training and Education (union proposal)
- Article 18 – Wages (both parties proposed changes)
- Article 19 – Insurance Benefits (both parties proposed changes)
- Article 22 – Vacant (union proposal)
- Article 24 – Entire Agreement (both parties proposed changes)
- Article 26 – Duration (both parties proposed changes)

Written contract proposals are included for your consideration and response. We will continue to negotiate and to seek resolution of any unresolved issues.

By separate copy, you will be provided with the proposed salaries and benefits in the Governor's Fiscal Year 2012-13 legislative budget request.

Please do not hesitate to contact me with any requests.

Sincerely,



Michael Mattimore
Chief Labor Negotiator

MM/jc

Enclosures

Cc: Management Advisory Council and State Bargaining Team
Michael Sevi, Assistant General Counsel, Executive Office of the Governor

Article 2
GENDER REFERENCE

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 3
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 4
NO DISCRIMINATION

SECTION 1 - Non-Discrimination Policy - Age, Sex, Race, Color, Religious Creed, National Origin, ~~Physical Handicap~~ Disability

(A) The State and the Union shall not discriminate against any employee for any reason prohibited by law. Consistent with Chapter 447, Florida Statutes, public employees in the State of Florida have the right to self-organization, to form, join, or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

(B) The Union shall have the right to consult on issues of unlawful discrimination ~~or sexual harassment~~ with an agency head or his designee. If the matter is not resolved, the Union can consult with the Chief Labor Negotiator of the Department of Management Services.

(C) Any claim of unlawful discrimination ~~or sexual harassment~~ by an employee against the State under this Section, except for grievances related to Association membership, may shall only be subject to the method of review under the Grievance Procedure or the employee may seek resolution through other such alternative procedures as prescribed by law or by rules and regulations having the force and effect of law but not both.

SECTION 2 - Non-Discrimination- Union Activity

(A) Neither the State nor the Union shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and the Union shall not discriminate against any such employee because of membership or non membership in any employee organization.

(B) ~~Claims of~~ Union claims of discrimination against the State, its officers or representatives, shall be remedied only reviewable either under the provisions of Article 6 (Grievance Procedure) of this Agreement or through the Public Employees Relations Commission or such other administrative proceedings provided by law but not both.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 5
EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 1 – Definition

The term “employee” as used in this Agreement, shall mean an employee included in the bargaining unit represented by the Federation of Physicians and Dentists, (Union).

SECTION 2 1 - Selected Exempt Service Rule Interpretations

The State will maintain on the Department of Management Services’ website any written interpretations of the Rules of the State Personnel System.

Copies of any written interpretations of the Personnel Rules of the Selected Exempt Service System issued by the Department of Management Services will be sent to the Union.

SECTION 3 2 - Consultation Meetings

(A) Upon request by the Union, the Secretary of the Department of Management Services or his designee shall make a good faith effort to meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the State and the Union.

(B) Upon request by the Union, an agency head employing Unit employees, or his designee shall make a good faith effort to meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the agency head, or his designee and the Union.

(C) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any activity which affects Unit employees. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

(D) Any ~~Decision~~ decision(s) reached through consultation meetings shall be reduced to writing by the agency and a copy shall be furnished to the Department of Management Services and the Union.

For the State

For the FPD

Mike Mattimore
State’s Chief Labor Negotiator

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Date

SECTION 4 3 - Bulletin Boards

(A) Where requested in writing, and where justified by the number of **Unit** employees affected, the State agrees to furnish at State institutions where **bargaining Unit** employees are employed, wall space not to exceed 20" X 30" for Union purchased bulletin boards. Space will be provided in those areas as **mutually** agreed by the agency and Union. When agreement cannot be reached, the agency will select an area.

(B) Union bulletin boards may be used to communicate with and inform **Unit** employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of **employees Union members**. Notices posted on these bulletin boards shall not contain anything reflecting adversely on the State, or any of its officers or employees; nor shall any posted material violate or have the effect of violating any law, rule, or regulation.

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

(D) A violation of these provisions shall be a basis for removal of bulletin board privileges by the Chief Labor Negotiator of the Department of Management Services.

SECTION 5 4 - Employee Lists

Upon request of the Union, the State will, ~~on a monthly basis,~~ provide the Union with a list giving the name, home address on file, classification title, and gross salary and location of employment for each employee **in this bargaining Unit (unless the home address and location of employment are confidential under applicable law)**. This list will be prepared on the basis of the latest information on file at the time the list is prepared and will be furnished to the Union after receipt by the State of the payment of the actual costs to the State incurred in the preparation of such list.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

SECTION 6 5 - Selected Exempt Service Class Specifications and Rules of the State Personnel System

The State will maintain on the Department of Management Services' website the classification specifications and the Rules of the State Personnel System. ~~The State will provide the Union with a copy of the classification specifications and the Rules of the Selected Exempt Service which affect employees within the bargaining Unit.~~

SECTION 7 6 - Negotiations

(A) All collective bargaining is to be conducted with ~~State representatives designated for that purpose by the Governor, as chief executive officer the Department of Management Services, Office of Labor Relations.~~ While negotiating meetings shall normally be held in Tallahassee, the State and the Union may mutually agree to meet elsewhere at a State facility or other location which involves no rental cost to the State. There shall be no negotiation between the Union and the State at any other levels of State government.

(B) The Union may designate certain employees ~~within the Unit~~ to serve on its negotiation committee, and such employees will be granted ~~time off with pay~~ administrative leave to attend negotiation sessions with the State. The Union negotiation committee shall be limited to up to five ~~state employed physicians~~ employees and no more than two per agency. The State shall not reimburse the employees for travel, meals, and lodging in connection with negotiations unless the State specifically requests that an employee physician be in attendance to elaborate on a particular issue.

SECTION 8 7 – Employee Assistance Programs

The State and the Union encourage and support the creation of Employee Assistance Programs by agencies that employ Unit employees, and the utilization of such programs by employees.

SECTION 9 8 – Charitable Solicitations

Employee participation in charitable drives is voluntary. ~~Solicitations will be made, but no pressure shall be brought to bear to require such participation.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

SECTION 10 9 – Representative Access

(A) The State agrees that designated Union Representatives shall have access to State controlled premises where bargaining Unit employees are employed.

(B) If any area of the State’s premises is otherwise restricted to the public, permission must be requested to enter such area and such permission shall not be unreasonably denied. Such Access shall be during the regular working hours of the Unit employee and only for the purpose of investigating an employee’s grievance.

SECTION 11 10 – Professional Council

(A) A physician’s professional council may be organized at a State institution or facility employing more than ten (10) Unit employees, or in the case of Public Health Departments, such councils shall be comprised of up to six (6) physicians in the district. The purpose of the council is to advise the Medical Director or administrator regarding medical policies that govern the institution or facility. The council may meet on a monthly basis at the convenience of the members, provided there is a written agenda prepared in advance and such meetings do not conflict with the council members’ primary responsibilities or emergencies. Attendance at such meetings will be with pay. Such professional council shall exist in addition to any other committee or group within the institution or facility.

(B) The council shall consist of no more than six (6) Unit members and not more than one (1) council member may be selected from the same location or work unit. A chairperson will be elected annually from the council members.

SECTION 12 11 –

Employees shall have the rights afforded by the United States and Florida Constitution and Chapter 447, Florida Statutes, including the right to join, participate in or refrain from joining or participating in the Union; the right to be represented or refrain from being represented in determinations of grievances pursuant to Article 6; and the right to negotiate collectively with the State in the terms and conditions of their employment. No grievance may be filed under this contract alleging a violation of this Section. Recourse for a violation of law is as prescribed by the applicable law.

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

SECTION 13 12 –

The State shall not assist a creditor in collecting any debt unless requested by court order or applicable law.

SECTION 14 13 –

Employees shall not be subjected to prohibited personnel practices or policies.

SECTION 15 14 –

Each employee shall be provided access to a copy of his current job description.

SECTION 16 15 –

Where an agency currently provides a toll allowance to employees subject to tolls for access to their work place, the practice shall continue during the term of the agreement.

SECTION 17 16 –

Any employee who wishes to perform other employment outside of state government shall secure approval in advance, and the outside employment will be considered in accordance with applicable statute, rule and agency policy. Permission shall not be unreasonably withheld as long as such outside employment does not conflict with the employee's state employment nor with the employing agency's procedures limiting such outside employment. Such request shall not be unreasonably denied.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 6
GRIEVANCE PROCEDURE

It is the policy of the State and Union to encourage informal discussions between supervisors and employees regarding employee concerns. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to a formal grievance procedure.

SECTION 1 – Definitions

As used in this Article:

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

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

(C) "Days" shall mean calendar days, excluding any day observed by the State as a holiday for State employees pursuant to section 110.117, Florida Statutes.

(D) "Grievance Representative" shall mean an employee covered by this Agreement who has been designated by the Union to investigate grievances at the Informal Step and to represent grievants at the Informal Step and Step 1 meetings on grievances which have been properly filed under this Article when the Union has been selected as the employee's representative.

(E) "Required Participant" means any employee whose presence at a grievance meeting has been determined necessary by the agency.

(F) "Union Representative" means a non-State employee officially designated by the Union.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

SECTION 2 - Election of Remedy

An employee shall have the option of utilizing the unfair labor practice procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

SECTION 3 - Grievance Representation

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether ~~or not~~ he shall be represented by the Union. When an employee has elected Union representation, both the employee and the Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union representative, and any decision ~~mutually~~ agreed to by the State and the Union shall be binding on the employee.

(B) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this collective bargaining Agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

(C) The Executive Director of the Union shall furnish to the State a list of Union Representatives and Grievance Representatives. The State will not recognize any person as a Union Representative or Grievance Representative whose name does not appear on the list.

(D) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

SECTION 4 - Procedures

(A) 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. **Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.**

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

(C) Grievances shall be presented and adjusted in the following manner.

(1) Informal Discussion

(a) An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.

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

(2) Step 1

(a) In filing a grievance at Step 1, the employee shall submit to the Step 1 management representative a grievance form **as contained in Appendix B (to be supplied by the State)**, setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or **his** designee shall **have a meeting meet with the Union Representative** to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within fourteen (14) days following the date of the meeting.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the agency head or **his** designee within fourteen (14) days after receipt of the decision at Step 1.

(b) The agency head or **his** designee may **have a meeting meet** with the Union Representative to discuss the grievance. The agency head or **his** designee shall communicate a decision in writing to the employee and to the Union Representative within twenty-one (21) days following receipt of the written grievance.

(4) Step 3

(a) If the grievance is not resolved at Step 2, the employee may submit the grievance in writing to the Chief Labor Negotiator of the Department of Management Services or **his** designee within fourteen (14) days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance.

(b) The Chief Labor Negotiator of the Department of Management Services or **his** designee may **have a meeting meet** with the Union Representative to discuss the grievance. The Chief Labor Negotiator or **his** designee shall communicate a decision in writing to the employee and the Union Representative within twenty-one (21) days following receipt of the written grievance.

(c) Grievance Mediation. The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), either prior to the grievance being submitted to arbitration or after it has been submitted but before a hearing is scheduled. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

(5) Step 4 - Arbitration

(a) If the grievance is not resolved at Step 3, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form as contained in Appendix C ~~(to be supplied by the State)~~ within fourteen (14) days after receipt of the decision at Step 3.

(b) The arbitrator shall be one person from a panel of three (3) permanent arbitrators, mutually selected by the State and the Union to serve in rotation for any case or cases submitted.

(c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities. If mutual agreement cannot be reached, the arbitration hearing shall be held in the city of Tallahassee.

(d) Issues of arbitrability, including timeliness, shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of (5)(b).

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

1. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

3. The arbitrator shall have no authority to determine any issues other than those issues raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
4. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.
5. The arbitrator shall be without power or authority to make any decision:
 - a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law; **;**
 - b. Limiting or interfering in any way with the powers, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement; **;**
 - c. Which has the effect of restricting the discretion of an agency head as otherwise granted by law or the Selected Exempt Service Rules **of the State Personnel System**; or
 - d. That is based solely upon an agency past practice or policy, **unless other than to determine that** such agency practice or policy is contrary to law, the Selected Exempt Service Rules, or this Agreement.
 - (e) The reasonable fees and expenses of the arbitrator shall be equally shared by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.
 - (f) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

SECTION 5 - Time Limits

(A) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

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

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

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

SECTION 6 – Exceptions

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

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

(1) If a grievance arises from the action of an official higher than the Agency Step 1 management representative, the grievance shall be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 (Appendix B) within seven (7) days following the occurrence giving rise to the grievance.

(2) The Union shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name concerning disputes relating to the interpretation or application of

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

this Agreement. 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 3 of this procedure, in accordance with the provisions set forth therein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 7
EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

Section 1 - Standards of Conduct and Performance

(A) The Selected Exempt Service, to which classes within this Unit are assigned, is designed to provide the delivery of high quality performance in selected classifications by facilitating the State's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs.

(B) Consistent with applicable statutes, an employee's off-the-job conduct shall not result in disciplinary action, unless such conduct impairs his effectiveness as an employee. Moreover, the State recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(C) The duties and responsibilities for each Selected Exempt Service class of Physician and Senior Physician are assigned by the respective agencies.

(D) Each Unit employee shall serve at the pleasure of the agency head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the agency head. No final action will be taken prior to a review by the agency head, or designee. Upon written request and receipt of payment, the State shall provide the union with copies of any public records related to the adverse personnel action. All requests and all documents provided shall be in accordance with Chapter 119, Florida Statutes. If any adverse action is taken because of an alleged violation of Chapter 458 or 459 of the Florida Statutes, the employee shall be entitled to a "peer review" prior to the action being taken. Such "peer review" shall be as prescribed by law, medical staff by-laws, or for county Health Units in accordance with Section 2 of this Article.

(E) Administrators shall not discipline employees in the presence of other staff members.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Section 2 - County Health Department Peer Review Procedures

The State and FPD agree to continue to implement the provisions of the March 9, 1998 Memorandum of Agreement regarding Peer Review within the Department of Health in the County Health Departments.

Section 3 – Performance Evaluations

The performance of employees shall be evaluated in accordance with Rule 60L-35, Florida Administrative Code.

- (A) Performance evaluations shall be directed to identify strengths as well as weaknesses.
- (B) Employees shall be evaluated at least annually on the date determined by their agency.
- (C) Each employee shall be informed of the criteria and procedure to be used in the evaluation process.
- (D) The employee shall have the right to submit a written statement to be attached to the written evaluation.
- (E) The employee shall be provided a copy of the evaluation at the time it is signed by him acknowledging receipt.

Section 4 – Employee Representation Right

An employee may request a union representative be present to advise and/or assist the employee during any investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. Upon the request of the employee, the purpose of the investigation will be explained.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Section 5 – State Denial of Representation

The employer may refuse a request for a union representative during an investigatory interview not intended to lead to discipline of the interviewed employee. If the interview transitions to questions, which may lead to the discipline of the interviewed employee, he ~~or she~~ may ~~have~~ request union representation for the interview to continue.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 8
TERMINATION DUE TO A REDUCTION IN FORCE AND RECALL

SECTION 1 - Reduction in Force

- (A) **Unit E** employees shall be subject to termination, including but not limited to a reduction in force, at the discretion of the agency head.
- (B) The agency head shall furnish the Union Representative with a copy of any notice terminating an employee **in this Unit** as a result of a reduction in force.
- (C) The decision of the agency head regarding termination shall be final and not subject to the grievance procedure of this Agreement.

SECTION 2 – Recall and Consideration

- (A) No new **physicians employees** shall be hired until **laid-off physicians employees who have been terminated due to a reduction in force** and who meet State criteria for the respective open position have had an opportunity to refuse or **failed** to accept recall to the class and the agency from which the employee was **terminated laid-off**. Thereafter, individual agencies will consider qualified **laid-off physicians employees** of the agency, **terminated due to a reduction in force**, for vacancies in a different class before appointing new **physicians employees**.
- (B) An **laid-off physician employee who has been terminated due to a reduction in force** will be given ten (10) workdays notice of recall. Notice shall be given by certified mail, return receipt requested, or any other form of delivery that provides a written receipt. **He The employee** shall inform the agency of his acceptance or rejection of reemployment within ten (10) workdays of receipt. In the event the **physician employee** does not respond within ten (10) workdays, the agency is released from recall obligations, and the **physician employee** will be deemed to have voluntarily resigned from employment by the State. It is the employee's responsibility to keep the agency informed of his current address.
- (C) **Physicians Employees** will be eligible for recall for a period not to exceed one (1) year from date of **termination due to a reduction in force lay-off** or until recalled or recall is declined, whichever is sooner.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Section 3 - Department of Health Recall Procedures

The State and FPD agree to continue to implement the provisions of the March 16, 1998, Memorandum of Agreement regarding physician employee recalls within the Department of Health.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

**Article 9
REASSIGNMENT**

Unit Employees are subject to reassignment at the discretion of the agency head. However, employees shall have the opportunity to request to be considered for vacant positions ~~in their current class~~ in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

"Reassignment" shall mean the moving of an employee from ~~one a~~ position in ~~a~~ broadband level ~~a class~~ to a different position in the same ~~class~~ broadband level or to a different broadband level ~~having the same maximum salary~~ and shall be treated as an original appointment.

SECTION 2 - Voluntary Reassignment

(A) An employee who has attained twelve (12) months of continuous service in the Selected Exempt Service System may apply for a voluntary reassignment on a Request Form (supplied by the agency). Such Requests shall indicate the ~~class(es)~~, position(s), county(ies), institution(s) and/or other work location(s) to which the employee would like to be reassigned or transferred.

(B) An employee may submit a Request Form at any time; however, all such Requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request Forms shall be submitted to the agency head or ~~his~~ designee who shall be responsible for furnishing a copy of each such Request to the manager(s) or supervisor(s) who ~~have~~ ~~has~~ the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment or transfer. The employee shall provide a copy of the Request to the Union at the time it is filed with the agency.

(D) When an employee has been reassigned pursuant to a Request filed under this Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of twelve (12) months following the employee's reassignment. If an employee declines an

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

offer of reassignment pursuant to a Request filed under this Article, the employee's request shall be canceled and the employee will not be eligible to submit a Request for a period of twelve (12) months.

SECTION 3 - Involuntary Reassignment

(A) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment of any employee according to the needs of the agency.

(B) An employee shall be given a minimum of fourteen (14) calendar days notice prior to the agency effecting any involuntary reassignment of the employee. An agency shall make a good faith effort to provide thirty (30) calendar days notice but shall provide 14 calendar days notice prior to the agency effecting any involuntary reassignment of the employee that would require a relocation of the employees residence. The parties agree, however, that these notice requirements shall not be required during an emergency or other extraordinary conditions. An employee shall receive relocation costs in accordance with applicable law.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 10
CLASSIFICATION AND PAY PLAN

(A) The Department of Management Services shall continue to maintain a classification and pay plan applicable to all positions in this Unit, designed to attract and retain qualified personnel. When the Department of Management Services conducts a comparison between the salaries and benefits of private and public sector employees performing the same or similar job responsibilities, such information shall be provided to the Union.

(B) The employing agency shall continue to maintain a position description for each position on a current basis.

(C) The Department shall assign each position to its appropriate broadband level according to the position description.

(D) The classification and pay plan includes:

- (1) All approved pay bands,
- (2) The allocation of each position to a pay band, and
- (3) Provisions governing the administration of the plan.

(E) Upon making an original or any subsequent appointment to a Selected Exempt Service position in this Unit, the employing agency shall set the salary at an amount within the assigned pay band. Based on the employee's initial or subsequent appraisal, the agency head may give an employee an increase in salary provided the total salary is within the assigned pay band, funds are available for such increase, and such increase is not specifically prohibited by act of the Legislature. An employee may be paid less than the minimum of the assigned pay band only due to budget limitations if approved by the Secretary of the Department of Management Services. All acting appointments will be handled and compensated in accordance with Chapter Rule 60L-33, Florida Administrative Code F.A.C. The Union shall be notified in writing of any increase or decrease in a bargaining unit employee's salary. Increases in salary will be consistent with state law.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

(F) Unless a different reporting procedure is prescribed by the Secretary of the Department of Management Services, the employing agency shall promptly report to the Department the initial salary for each appointment to a Selected Exempt Service position in this Unit and each subsequent change in such salary. The Department may adjust any or all pay bands in the classification and pay plan at any time such adjustments are deemed appropriate. When such adjustments are made by the Department, instructions as to how employees' salaries will be affected will be issued by the Department to all agency heads, of which a copy shall be provided to the Union.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 11
CLASSIFICATION REVIEW AND PROFESSIONAL PRACTICE SCOPE

SECTION 1 - Classification Review

(A) When an employee alleges that he is being regularly required to perform duties **which are** not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the **official class specification occupational profile for the broadband level** to which the position is allocated, the employee may request in writing that the agency head review the duties assigned to the employee's position. The agency head or **his** designee shall review the duties as requested. The employee will receive a copy of the written decision within sixty (60) days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

(B) If the employee is not satisfied with the decision, the employee, with or without representation, may request in writing a review by the Secretary of the Department of Management Services or **his** designee. The written decision of the Secretary of the Department of Management Services or **his** designee as to the classification of the position shall be final and binding on all parties.

SECTION 2 - Scope of Health Care Professional Practice

(A) The State will comply with all statutory and rule provisions relating to Chapters 458 and 459, Florida Statutes. The State recognizes that physicians and osteopaths licensed to practice in the State of Florida are required to comply with provisions of Chapters 458 and 459, Florida Statutes, respectively.

(B) **Any** physician who has been ordered to provide medical service which in his professional judgment could be a threat of injury or illness to himself or others or is inconsistent with (A) above, may request an expedited consultation, either oral or written, from the Medical Director without fear of intimidation.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

(C) **Unit E** employees may appeal up to and including arbitration of the grievance procedure, the assignment of duties that the employee alleges jeopardizes the employee's professional license.

(D) The employee will state the specific duties at issue, and will reference the provision(s) of law he feels places his license in jeopardy. Failure to provide this information will result in a dismissal of the grievance. An **Physician employee** may report alleged violations of the Medical Practice Act(s) or Federal Law, as appropriate, without fear of retribution.

(E) The State shall comply with all applicable provisions of HIPPA.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 12
PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee, which shall be maintained by the employing agency ~~Department of Management Services or its designee which may be a contractor.~~

(B) Before any derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee shall have ten (10) calendar days to provide a written response and his answer will be attached to the file copy. If the employee fails to respond the material may be placed in his official personnel file by the agency.

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

(D) Employees shall not be subjected to local personnel practices which are prohibited or in conflict with State or agency policies.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 13
SAFETY

(A) When an employee believes that a condition exists at a State facility which is in violation of an established health or safety rule, such the condition shall be reported immediately by the employee in writing to the appropriate supervisor, detailing the specific violation and rule, if known and/or appropriate.

(B) The supervisor shall investigate the report and make a reasonable effort to take action deemed appropriate. The supervisor will furnish a written response to the employee within thirty (30) calendar days after the employee's report is received.

(C) Failure on the part of the supervisor to comply with Section (B) shall be grievable, but only up to and including Step 3 of the grievance procedure of this Agreement.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 14
REPLACEMENT OF PERSONAL PROPERTY

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

(B) A written report must be filed by the employee detailing the circumstances under which **such the** property was damaged or destroyed. A receipt or other estimate of replacement or repair cost must be attached to the employee's written report.

(C) The State shall authorize reimbursement for repair or replacement of **such the** property, not to exceed the following amounts, or as otherwise provided for by law:

Watch - \$75

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

Other Items - The Secretary of the Department of Management Services, or **his** designee, shall have final authority to determine the reimbursement value of **any** items other than watches or prescription glasses.

Total allowable per incident - \$500

Such Reimbursement shall be with the approval of the **Aa**gency **Hh**ead.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 15
DRUG TESTING

(A) The State and the Union agree to drug testing of bargaining Unit employees in accordance with Section 112.0455, Florida Statutes, the Drug-Free Workplace Act and Section 944.474, Florida Statutes.

(B) Unless otherwise specified, all bargaining Unit classes covered by this Agreement are designated safety sensitive for drug testing purposes in accordance with Section 112.0455, Florida Statutes.

(C) In accordance with Section 944.474, Florida Statutes and the Department of Corrections Personnel Procedures, all employees in the classes of Physician and Senior Physician within the Department of Corrections shall be subject to random drug testing. In accordance with Article 25 of this Agreement, if Section 944.474, Florida Statutes, is repealed, or found unconstitutional or invalid by a court of competent jurisdiction, this subparagraph shall not be applicable, performed, or enforced.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 16
LEAVES OF ABSENCE, HOURS OF WORK

SECTION 1 - Hours of Work, Holidays and Leave

(A) Inasmuch as an Unit employee's service is performance based, each employee is expected to work whatever hours may be required by the position and no overtime or compensatory leave may be earned or paid. The head of each agency shall, by written procedures, establish the work hours and attendance and leave requirements for Unit employees. Such written procedures, at a minimum, shall require that an accurate record of the time worked and leave taken be maintained and that any full-time employee who works less than the normal number of hours in the pay period (biweekly period-80 hours; monthly period-hours required by Comptroller) shall be required to utilize annual, sick or administrative leave, or leave without pay to bring the employee's total for the pay period up to the minimum hours required. The same requirements shall apply to part-time employees, except that the normal working hours in the pay period shall be prescribed by the agency head. With prior approval, employees working more than their regularly scheduled hours within a particular workweek may be allowed to offset those hours within the same pay period.

~~(B)-(A)~~ Employees are entitled to the holidays provided for in Section 110.117, Florida Statutes ~~observed by their work unit.~~ If an employee is required to work on the actual holiday or the actual holiday falls on the employee's regular day off, the employee would be allowed to take another day off to use as a holiday observance, during the pay period in which the holiday occurs. Due to agency needs, management would make the final decision as to which alternate date would be used for the holiday observance. There may be some instances where an agency may not be able to permit an employee to observe the holiday, due to agency needs. A consultation meeting to discuss any holiday staffing decisions may be requested by the Union or the agency at any time in accordance with Article 5, Section 2 of this agreement. Each employee is entitled to a personal holiday as governed by the provisions of Section 110.117, Florida Statutes. ~~Additionally, each full time Unit employee is entitled to one personal holiday each year. Each part time Unit employee is entitled to a personal holiday which shall be determined based on the full time equivalency of his or her position. Such personal holiday shall be credited to eligible employees on July 1 of each year to be taken prior to June 30 of the following year.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

(C) The general requirements for leave earning, approval and use are governed by the provisions of Rule 60L-34, Florida Administrative Code and Section 110.219, Florida Statutes.

~~(B) Upon appointment and on each anniversary of the date of appointment to the Selected Exempt Service (hereinafter anniversary date), each Unit employee shall be credited with 176 hours of annual leave and 104 hours of sick leave. Accurate records of the accumulation and use of all annual and sick leave credits shall be maintained by the agency.~~

~~(C) Annual leave shall be used at the discretion of the employee and with approval of the agency head. Annual leave credits in excess of 480 hours at the close of business on the day prior to the employee's anniversary date shall be converted to sick leave on an hour per hour basis.~~

~~(D) Upon transfer of an employee to a position in State government outside the Selected Exempt Service, unused annual leave credits shall not be paid for and may be transferred subject to the rules governing the system into which the employee is transferring. All annual leave credits accrued on the employee's last anniversary date shall be prorated at the rate of 14.667 hours monthly or 6.769 hours biweekly for each pay period, or portion thereof, worked subsequent to the employee's last anniversary date.~~

~~(E) Annual leave will be paid for on termination from State government. Termination from State government shall mean that the person is not on any State payroll for at least thirty one (31) calendar days following separation from the Selected Exempt Service.~~

~~(F) Use of sick leave shall be authorized for the purposes stated in Chapter 60L-34, F.A.C. Sick leave may be accrued without limit and be subject to terminal payment in accordance with Section 110.122, Florida Statutes.~~

~~(G) Upon transfer of an employee to a position in State government outside the Selected Exempt Service, all sick leave hours earned shall be credited providing that all sick leave credits accrued on the employee's last anniversary date shall be prorated at the rate of 8.667 hours monthly or 4 hours biweekly for each pay period, or portion thereof, worked subsequent to the employee's last anniversary date.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

~~(H) Upon separation from State government payment for unused sick leave accrued in accordance with Chapter 60L 34, F.A.C., on the employee's last anniversary date shall be calculated at the rate of 8.667 hours per month, or 4 hours biweekly, for each pay period, or portion thereof, worked subsequent to the employee's last anniversary date.~~

~~(I) Administrative leave and disability leave may be, and maternity leave shall be, granted and used in accordance with the provisions for such leave for Career Service employees as set forth in Chapter 60L 34, F.A.C., Military leave shall be granted and used in accordance with Section 250.48 or Chapter 115, Florida Statutes, whichever is applicable.~~

~~(J) With agency head approval, an employee may be granted a leave of absence without pay for up to one year.~~

~~(K) Family Supportive Practices~~

~~(1) In accordance with State Personnel System Rule 60L 34, F.A.C., agencies shall approve parental or family medical leave in accordance with agency policy to assist unit employees in meeting family needs, subject to the following:~~

~~(a) Within one year following the birth or adoption of a child, leave shall be granted for up to six months for the parent.~~

~~(b) Leave shall be granted for up to six months for a family member's serious health condition, as defined in the FMLA and implementing regulations.~~

~~(c) The agency shall acknowledge to the employee, in writing, the period of leave to be granted and the date the employee will return to duty.~~

~~(2) In accordance with State Personnel System Rule 60L 34, F.A.C., agencies shall approve up to thirty days family leave for non-medical family responsibilities, provided the leave has minimal impact on the Unit employee's work unit. Family responsibilities in this area may include, but are not limited to, the following:~~

~~(a) Caring for aging parents;~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

- ~~(b) Involvement in settling parents' estate upon their death;~~
 - ~~(c) Relocating dependent children into schools;~~
 - ~~(d) Visiting family members in places that required extensive travel time.~~
- ~~(3) A unit employee granted leave under subsection (1) or (2) may request to use accrued leave credits. If the employee does not so request, the agency shall place the employee on leave without pay.~~

SECTION 2 - Union Activities

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

SECTION 3 – Negotiation Committee

(A) The Union may designate certain employees **within the Unit** to serve on its Negotiation Committee, and such employees will be granted **time off with pay administrative leave** to attend negotiating sessions with the State. No **individual** 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 agency shall not reimburse **the employees** for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(B) No more than one (1) 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.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 17
TRAINING AND EDUCATION

SECTION 1 - Professional Education

(A) The State will make a good faith effort to allow employees a reasonable amount of time, with pay, as the work schedule will permit, for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position, as provided below:

(1) Such leave may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his department head, and such leave does not interfere with patient services. Such application should be submitted by the employee at least thirty (30) days prior to the date of the seminar or fourteen (14) days prior to the posting of the employee's work schedule, whichever comes sooner. If the request is approved, the employee will be notified in writing of the dates approved, and the dates of absence will be shown on the work schedule for the employee's unit. Where management has approved a request and the employee scheduled is unable to attend, another employee in the unit may be allowed by management to substitute for the employee who was originally scheduled. Time limits established herein may be waived by management.

(2) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(3) Subsections (1) and (2) above do not preclude the State from assigning employees to attend training courses as determined by management.

(B) In addition to the time which may be allowed under (A), above, employees who are required, either by statute or by the official class specification, to meet mandatory continuing education requirements in order to remain eligible to perform assigned duties, shall be granted eleven (11) days every two calendar years toward the fulfillment of such continuing education requirements. Such time shall be considered time worked.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

SECTION 2 - Sabbatical Leave

Employees may request a sabbatical leave without pay for the purpose of completing additional training or residencies. While on such leave without pay, employees may purchase those benefits consistent with applicable law at their own expense.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

**Article 18
WAGES**

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year ~~2011-2012~~ 2012-2013 General Appropriations Act ~~as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands.~~

(B) Increases to base rate of pay shall be in accordance with state law and the Fiscal Year ~~2011-2012~~ 2012-2013 General Appropriations Act.

SECTION 2 – Savings Sharing Program

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

SECTION 3 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee’s exemplary performance as evidenced by a performance evaluation conducted pursuant to ~~chapter~~ Rule 60L-35, Florida Administrative Code.

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 19
INSURANCE and RETIREMENT BENEFITS

SECTION 1 – State Employees Group Insurance Program

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

SECTION 2 – Retirement

Consistent with § 121.011(3)(d), Florida Statutes, and *Florida Sheriff's Association v. Dept. of Admin.*, 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits, rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 20
PER DIEM AND TRAVEL EXPENSES

SECTION 1 – Allowable Expenses

Per diem and travel expenses shall be paid for authorized travel on State business in the manner and amounts as provided in Section 112.061, Florida Statutes. ~~All bargaining unit employees shall be allowed either of the following for each day of travel, at the option of the employee, for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, as authorized by the agency which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveling employee:~~

(A) Eighty dollars per diem; or

(B) If actual expenses exceed \$80, the following amounts for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

Breakfast.....	\$6
Lunch.....	\$11
Dinner.....	\$19

SECTION 2 – Exceptions

(A) When lodging or meals are provided at a state institution, the ~~bargaining unit~~ employee shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided by Florida Statutes, Section 112.061.

(B) No ~~bargaining unit~~ employee, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the State.

(C) ~~A bargaining unit~~ No employee shall ~~not~~ be reimbursed on a per diem basis, nor shall he receive subsistence allowance, when traveling on short trips where the employee is not away from his headquarters overnight.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 21
PAY PLAN AND CLASSIFICATION OF WORK

SECTION 1 – Pay Plan and Classification Changes

In instances where the State of Florida determines that a position or class the occupational profile for the broadband level to which the position or occupational profile is allocated possesses or assumes duties and responsibilities to warrant assignment to a different pay plan, an class occupational profile for a broadband level outside this bargaining unit, or a different collective bargaining unit, the union will be provided with ten calendar (10) days notice and an opportunity to consult.

SECTION 2 – Exclusions

Specifically excluded are managerial employees and confidential employees as determined by the Florida Public Employees Relations Commission, and all persons paid from Other Personal Services (OPS) Funds as defined by Section 216.011(1), Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 22
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 23
MANAGEMENT RIGHTS

The Union agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. Unit employees shall serve at the pleasure of the agency head and shall be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the agency head.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 24
ENTIRE AGREEMENT

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

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

(C) If the Union believes an agency has changed a practice relative to wages, hours, or terms and conditions of employment, in violation of Chapter 447, Florida Statutes, this will be immediately brought to the agency's attention in writing.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 25
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3) and Chapter 110, Part V, Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portion of this Agreement shall remain in full force and effect for the term of this Agreement.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 26 DURATION

SECTION 1 - Term

This Agreement shall be effective as of the first day of July, 2008, and shall remain in full force and effect through the thirtieth day of June, 2013 2012. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least 135 days prior to the Governor's budget submission date that it desires to change or modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

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

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

SECTION 2 – Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the Federation of Physicians and Dentists/AHPE, NUHHCE, AFSCME, AFL-CIO, 1310 Cross Creek Circle, Tallahassee, Florida 32301; and if by the Union shall be addressed to the Chief Negotiator, Department of Management Services, Office of the General Counsel, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 - Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement, as provided above would apply only to those **bargaining Unit** employees permanently or temporarily assigned to such areas.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 3
DUES CHECKOFF

SECTION 1 - Deductions

(A) The State, by and through its respective agencies, agrees to deduct Union membership dues, uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed to by the State and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the State, from the pay of those employees in the Unit who individually make such request on a written checkoff authorization form provided by the Union (Appendix B). Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the agency.

(B) The Union shall advise the State of any uniform assessment or increase in dues in writing at least thirty (30) days prior to its effective date.

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

SECTION 2- Remittance

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the respective agencies on either a biweekly or monthly cycle along with a list containing names, agency, division, district, institution, and amount deducted of the employees for whom the remittance is made.

SECTION 3 - Insufficient Pay for Deduction

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

SECTION 4 - Termination of Deduction

Deductions for Union dues and/or uniform assessments shall continue until either: 1) revoked by the employee by providing the State and the Union with thirty (30) days written notice, **prior to the annual anniversary date of this Agreement**, that he is terminating the prior checkoff authorization, 2) revoked pursuant to Section 447.507, Florida Statutes, 3) the termination of employment, or 4) the transfer, promotion, or demotion of the employee out of this bargaining Unit. If these deductions are not discontinued when any of the above situations occur, the Union shall, upon request of the employee, reimburse the employee for the deductions that were improperly withheld.

SECTION 5 - Indemnification

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

SECTION 6 - Exceptions

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

SECTION 7 - 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 as agreed to by the State and the Union; (2) be the only form used by bargaining Unit employees who wish to initiate dues deduction; and (3) shall contain all the information required by the Form prior to submission to the State.

(B) The State will not process Dues Checkoff Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or, (3) submitted to the State more than sixty (60) days following the date of the employee's signature.

Article 5

EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 1 - Selected Exempt Service Rule Interpretations

Copies of any written interpretations of the Personnel Rules of the Selected Exempt Service System issued by the Department of Management Services will be sent to the Union.

SECTION 2 - Consultation Meetings

(A) Upon request by the Union, the Secretary of the Department of Management Services or his designee shall meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the State and the Union.

(B) Upon request by the Union, an agency head employing Unit employees, or his designee shall meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the agency head, or his designee and the Union.

(C) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any activity which affects Unit employees. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

(D) Any decision(s) reached through consultation meetings shall be reduced to writing by the agency and a copy shall be furnished to the Department of Management Services and the Union.

SECTION 3 - Bulletin Boards/E-MAIL

(A) Where requested in writing, and where justified by the number of Unit employees affected, the State agrees to furnish at State institutions where bargaining Unit employees are employed, wall space not to exceed 20" X 30" for Union purchased bulletin boards. Space will be provided in those areas as mutually agreed by the agency and Union. When agreement cannot be reached, the agency will select an area.

(B) Union bulletin boards may be used to communicate with and inform Unit employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of Union members. Notices posted on these bulletin boards shall not contain anything reflecting adversely on the State, or any of its officers or employees; nor shall any posted material violate or have the effect of violating any law, rule, or regulation. **The State shall provide the Union with all bargaining unit work e-mail addresses; such e-mail addresses will be utilized by the Union in the same manner and with same restrictions as applied to Bulletin Boards.**

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

(D) A violation of these provisions shall be a basis for removal of bulletin board or e-mail privileges by the Chief Labor Negotiator of the Department of Management Services.

SECTION 4 - Employee Lists

Upon request of the Union, the State will, on a monthly basis, provide the Union with a list giving the name, home address on file, classification title, **work e-mail address**, and gross salary and location of employment for each employee in this bargaining Unit. This list will be prepared on the basis of the latest information on file at the time the list is prepared and will be furnished to the Union after receipt by the State of the payment of the actual costs to the State incurred in the preparation of such list.

SECTION 5 - Selected Exempt Service Class Specifications and Rules

The State will provide the Union with a copy of the classification specifications and the Rules of the Selected Exempt Service which affect employees within the bargaining Unit.

SECTION 6 - Negotiations

(A) All collective bargaining is to be conducted with the Department of Management Services, Office of Labor Relations. While negotiating meetings shall normally be held in Tallahassee, the State and the Union may mutually agree to meet elsewhere at a State facility or other location which involves no rental cost to the State. There shall be no negotiation between the Union and the State at any other level of State government.

(B) The Union may designate certain employees within the Unit to serve on its negotiation committee, and such employees will be granted time off with pay to attend negotiation sessions with the State. The Union negotiation committee shall be limited to up to five state employed physicians and no more than two per agency. The State shall not reimburse the employee for travel, meals, and lodging in connection with negotiations unless the State specifically requests a physician be in attendance to elaborate on a particular issue.

SECTION 7 - Employee Assistance Programs

The State and the Union encourage and support the creation of Employee Assistance Programs by agencies that employ Unit employees, and the utilization of such programs by employees.

SECTION 8 - Charitable Solicitations

Employee participation in charitable drives is voluntary. Solicitations will be made, but no pressure shall be brought to bear to require such participation.

SECTION 9 - Representative Access

(A) The State agrees that designated Union Representatives shall have access to State controlled premises where bargaining Unit employees are employed.

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

SECTION 10 – Professional Council Page 3 of 3

(A) A physician's professional council may be organized at a State institution or facility employing more than ten (10) Unit employees, or in the case of Public Health Departments, such councils shall be comprised of up to six (6) physicians in the district. The purpose of the council is to advise the Medical Director or administrator regarding medical policies that govern the institution or facility. The council may meet on a monthly basis at the convenience of the members provided there is a written agenda prepared in advance and such meetings do not conflict with the council members' primary responsibilities or emergencies. Attendance at such meetings will be with pay. Such professional council shall exist in addition to any other committee or group within the institution or facility.

(B) The council shall consist of no more than six (6) Unit members and not more than one (1) council member may be selected from the same location or work unit. A chairperson will be elected annually from the council members.

SECTION 11 –

Employees shall have the rights afforded by the United States and Florida Constitution and Chapter 447, Florida Statutes, including the right to join, participate in or refrain from joining or participating in the Union; the right to be represented or refrain from being represented in determinations of grievances pursuant to Article 6; and the right to negotiate collectively with the State in the terms and conditions of their employment. No grievance may be filed under this contract alleging a violation of this Section. Recourse for a violation of law is as prescribed by the applicable law.

SECTION 12 –

The State shall not assist a creditor in collecting any debt unless requested by court order or applicable law.

SECTION 13 –

Employees shall not be subjected to prohibited personnel practices or policies.

SECTION 14 –

Each employee shall be provided access to a copy of his current job description.

SECTION 15 –

Where an agency currently provides a toll allowance to employees subject to tolls for access to their work place, the practice shall continue during the term of the agreement.

SECTION 16 –

Any employee who wishes to perform employment outside of state government shall secure approval in advance and the outside employment will be considered in accordance with applicable statute, rule and agency policy. Such request shall not be unreasonably denied.

Article 6
GRIEVANCE PROCEDURE

It is the policy of the State and Union to encourage informal discussions between supervisors and employees regarding employee concerns. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to a formal grievance procedure.

SECTION 1 - Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement.

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

(C) "Days" shall mean calendar days, excluding any day observed by the State as a holiday for State employees.

(D) "Grievance Representative" shall mean an employee covered by this Agreement who has been designated by the Union to investigate grievances at the Informal Step and to represent grievants at the Informal Step and Step 1 meetings on grievances which have been properly filed under this Article when the Union has been selected as the employee's representative.

(E) "Required Participant" means any employee whose presence at a grievance meeting has been determined necessary by the agency.

(F) "Union Representative" means a non-State employee officially designated by the Union.

SECTION 2 - Election of Remedy

An employee shall have the option of utilizing the unfair labor practice procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

SECTION 3 - Grievance Representation

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether or not he shall be represented by the Union. When an employee has elected Union representation, both the employee and the Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union representative, and any decision mutually agreed to by the State and the Union shall be binding on the employee.

(B) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this collective bargaining Agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

(C) The Executive Director of the Union shall furnish to the State a list of Union Representatives and Grievance Representatives. The State will not recognize any person as a Union Representative or Grievance Representative whose name does not appear on the list.

(D) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

SECTION 4 - Procedures

(A) 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.

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

(C) Grievances shall be presented and adjusted in the following manner:

(1) Informal Discussion

(a) An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.

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

(2) Step 1

(a) In filing a grievance at Step 1, the employee shall submit to the Step 1 management representative a grievance form (to be supplied by the State), setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or his designee shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within fourteen (14) days following the date of the meeting.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the agency head or his designee within fourteen (14) days after receipt of the decision at Step 1.

(b) The agency head or his designee may have a meeting with the Union Representative to discuss the grievance. The agency head or his designee shall communicate a decision in writing to the employee and to the Union Representative within twenty-one (21) days following receipt of the written grievance.

(4) Step 3

(a) If the grievance is not resolved at Step 2, the employee may submit the grievance in writing to the Chief Labor Negotiator of the Department of Management Services or his designee within fourteen (14) days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance.

(b) The Chief Labor Negotiator of the Department of Management Services or his designee may have a meeting with the Union Representative to discuss the grievance. The Chief Labor Negotiator or his designee shall communicate a decision in writing to the employee and the Union Representative within twenty-one (21) days following receipt of the written grievance.

(5) Step 4 - Mediation

If the grievance is not resolved at Step 3, the Parties will submit the issue to non-binding mediation in an attempt to resolve the issue prior to arbitration.

~~(5)~~**(6) Step 4 5- Arbitration**

(a) If the grievance is not resolved at Step 3 4, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form (to be supplied by the State) within fourteen (14) days after receipt of the decision at Step 3.

(b) The arbitrator shall be one person from a panel of three (3) permanent arbitrators, mutually selected by the State and the Union to serve in rotation for any case or cases submitted.

(c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities. If mutual agreement cannot be reached the arbitration hearing shall be held in the city of Tallahassee.

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

1. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

3. The arbitrator shall have no authority to determine any issues other than those issues raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

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

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

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

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

c. Which has the effect of restricting the discretion of an agency head as otherwise granted by law or the Selected Exempt Service Rules; or

d. That is based solely upon an agency past practice or policy unless such agency practice or policy is contrary to law, the Selected Exempt Service Rules, or this Agreement.

(e) The reasonable fees and expenses of the arbitrator shall be equally shared by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(f) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

SECTION 5 - Time Limits

(A) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

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

(C) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in

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any step of this procedure may be extended in writing, in any specific instance, by mutual agreement.

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

SECTION 6 - Exceptions

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

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

(1) If a grievance arises from the action of an official higher than the Agency Step 1 management representative, the grievance shall be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 within seven (7) days following the occurrence giving rise to the grievance.

(2) The Union shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name concerning disputes relating to the interpretation or application of this Agreement. 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 3 of this procedure, in accordance with the provisions set forth therein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.

TERMINATION DUE TO A REDUCTION IN FORCE AND RECALL

SECTION 1 - Reduction in Force

(A) Unit employees shall be subject to termination, including but not limited to a reduction in force, at the discretion of the agency head.

(B) The agency head shall furnish the Union Representative with a copy of any notice terminating an employee in this Unit as a result of a reduction in force.

(C) The decision of the agency head regarding termination shall be final and not subject to the grievance procedure of this Agreement, **unless such termination is inconsistent with law.**

SECTION 2 - Recall and Consideration

(A) No new physicians shall be hired until laid-off physicians who meet State criteria for the respective open position have had an opportunity to refuse or failed to accept recall to the class and the agency from which the employee was laid-off. Thereafter, individual agencies will consider qualified laid-off physicians of the agency for vacancies in a different class before appointing new physicians.

(B) A laid-off physician will be given ten (10) workdays notice of recall. Notice shall be given by certified mail, return receipt requested, or any other form of delivery that provides a written receipt. He shall inform the agency of his acceptance or rejection of reemployment within ten (10) workdays of receipt. In the event the physician does not respond within ten (10) workdays, the agency is released from recall obligations, and the physician will be deemed to have voluntarily resigned from employment by the State. It is the employee's responsibility to keep the agency informed of his current address.

(C) Physicians will be eligible for recall for a period not to exceed one (1) year from date of lay-off or until recalled or recall is declined, whichever is sooner.

Section 3 - Department of Health Recall Procedures

The State and FPD agree to continue to implement the provisions of the March 16, 1998, Memorandum of Agreement regarding physician recalls within the Department of Health.

**Article 16
LEAVES OF ABSENCE, HOURS OF WORK**

SECTION 1 - Hours of Work and Leave

Inasmuch as a Unit employee's service is performance based, each employee is expected to work whatever hours may be required by the position and no overtime or compensatory leave may be earned or paid. The head of each agency shall, by written procedures, establish the work hours and attendance and leave requirements for Unit employees. Such written procedures, at a minimum, shall require that an accurate record of the time worked and leave taken be maintained and that any full-time employee who works less than the normal number of hours in the pay period (biweekly period-80 hours; monthly period-hours required by Comptroller) shall be required to utilize annual, sick or administrative leave, or leave without pay to bring the employee's total for the pay period up to the minimum hours required. The same requirements shall apply to part-time employees, except that the normal working hours in the pay period shall be prescribed by the agency head. With prior approval, employees working more than their regularly scheduled hours within a particular workweek may be allowed to offset those hours within the same pay period.

(A) Employees are entitled to the holidays observed by their work unit. If an employee is required to work on the actual holiday or the actual holiday falls on the employee's regular day off, the employee ~~would~~ **will** be allowed to take another day off to use as a holiday observance, during the pay period in which the holiday occurs. Due to agency needs, management would make the final decision as to which alternate date would be used for the holiday observance. There may be some instances where an agency may not be able to permit an employee to observe the holiday, due to agency needs. A consultation meeting to discuss any holiday staffing decisions may be requested by the Union or the agency at any time in accordance with Article 5, Section 2 of this agreement. Additionally, each full-time Unit employee is entitled to one personal holiday each year. Each part-time Unit employee is entitled to a personal holiday which shall be determined based on the full-time equivalency of his or her position. Such personal holiday shall be credited to eligible employees on July 1 of each year to be taken prior to June 30 of the following year.

(B) Upon appointment and on each anniversary of the date of appointment to the Selected Exempt Service (hereinafter anniversary date), each Unit employee shall be credited with 176 hours of annual leave and 104 hours of sick leave. Accurate records of the accumulation and use of all annual and sick leave credits shall be maintained by the agency.

(C) Annual leave shall be used at the discretion of the employee and with approval of the agency head. Annual leave credits in excess of 480 hours at the close of business on the day prior to the employee's anniversary date shall be converted to sick leave on an hour per hour basis.

(D) Upon transfer of an employee to a position in State government outside the Selected Exempt Service, unused annual leave credits shall not be paid for and may be transferred subject to the rules governing the system into which the employee is transferring. All annual leave credits accrued on the employee's last anniversary date shall be prorated at the rate of 14.667 hours monthly or 6.769 hours biweekly for each pay period, or portion thereof, worked subsequent to the employee's last anniversary date.

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(E) Annual leave will be paid for on termination from State government. Termination from State government shall mean that the person is not on any State payroll for at least thirty-one (31) calendar days following separation from the Selected Exempt Service.

(F) Use of sick leave shall be authorized for the purposes stated in Chapter 60L-34, F.A.C. Sick leave may be accrued without limit and be subject to terminal payment in accordance with Section 110.122, Florida Statutes.

(G) Upon transfer of an employee to a position in State government outside the Selected Exempt Service, all sick leave hours earned shall be credited providing that all sick leave credits accrued on the employee's last anniversary date shall be prorated at the rate of 8.667 hours monthly or 4 hours biweekly for each pay period, or portion thereof, worked subsequent to the employee's last anniversary date.

(H) Upon separation from State government payment for unused sick leave accrued in accordance with Chapter 60L-34, F.A.C., on the employee's last anniversary date shall be calculated at the rate of 8.667 hours per month, or 4 hours biweekly, for each pay period, or portion thereof, worked subsequent to the employee's last anniversary date.

(I) Administrative leave and disability leave may be, and maternity leave shall be, granted and used in accordance with the provisions for such leave for Career Service employees as set forth in Chapter 60L-34, F.A.C., Military leave shall be granted and used in accordance with Section 250.48 or Chapter 115, Florida Statutes, whichever is applicable.

(J) With agency head approval, an employee may be granted a leave of absence without pay for up to one year.

(K) Family Supportive Practices

(1) In accordance with State Personnel System Rule 60L-34, F.A.C., agencies shall approve parental or family medical leave in accordance with agency policy to assist unit employees in meeting family needs, subject to the following:

(a) Within one year following the birth or adoption of a child, leave shall be granted for up to six months for the parent.

(b) Leave shall be granted for up to six months for a family member's serious health condition, as defined in the FMLA and implementing regulations.

(c) The agency shall acknowledge to the employee, in writing, the period of leave to be granted and the date the employee will return to duty.

(2) In accordance with State Personnel System Rule 60L-34, F.A.C., agencies shall approve up to thirty days family leave for non-medical family responsibilities, provided the leave has minimal impact on the Unit employee's work unit. Family responsibilities in this area may include, but are not limited to, the following:

(a) Caring for aging parents;

(b) Involvement in settling parents' estate upon their death;

- (c) Relocating dependent children into schools;
 - (d) Visiting family members in places that required extensive travel time.
- (3) A unit employee granted leave under subsection (1) or (2) may request to use accrued leave credits. If the employee does not so request, the agency shall place the employee on leave without pay.

SECTION 2 - Union Activities

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

SECTION 3 - Negotiation Committee

(A) The Union may designate certain employees within the Unit to serve on its Negotiation Committee, and such employees will be granted time off with pay to attend negotiating sessions with the State. No individual 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 agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(B) No more than one (1) 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.

Article 17
TRAINING AND EDUCATION

SECTION 1 - Professional Education

(A) The State will make a good faith effort to allow employees a reasonable amount of time, with pay, as the work schedule will permit, for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position, as provided below:

(1) Such leave may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his department head, and such leave does not interfere with patient services. Such application should be submitted by the employee at least thirty (30) days prior to the date of the seminar or fourteen (14) days prior to the posting of the employee's work schedule, whichever comes sooner. If the request is approved, the employee will be notified in writing of the dates approved, and the dates of absence will be shown on the work schedule for the employee's unit. Where management has approved a request and the employee scheduled is unable to attend, another employee in the unit may be allowed by management to substitute for the employee who was originally scheduled. Time limits established herein may be waived by management.

(2) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(3) Subsections (1) and (2) above do not preclude the State from assigning employees to attend training courses as determined by management.

(B) In addition to the time which may be allowed under (A), above, employees who are required, either by statute or by the official class specification, to meet mandatory continuing education requirements in order to remain eligible to perform assigned duties, shall be **fourteen (14)** days every two calendar years toward the fulfillment of such continuing education requirements. Such time shall be considered time worked.

SECTION 2 - Sabbatical Leave

Employees may request a sabbatical leave without pay for the purpose of completing additional training or residencies. While on such leave without pay, employees may purchase those benefits consistent with applicable law at their own expense.

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year **2012-2013** General Appropriations Act as executed into law. **Physicians will receive a minimum of an 8% increase in wages.**

(B) Increases to base rate of pay shall be in accordance with state law and the Fiscal Year ~~2010-2011~~ **2011-2012** General Appropriations Act.

SECTION 2 – Savings Sharing Program

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

SECTION 3 – Performance Pay

Each agency ~~is authorized to~~ **will** grant a **5%** merit pay increases to employees based upon exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 4 – Educational Incentive Pay

Each employee shall receive an Educational Incentive adjustment of \$5000 for either possessing or achieving Board Eligibility and \$10000 for either possessing or achieving Board Certification.

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**Article 19
INSURANCE BENEFITS/RETIREMENT**

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with the General Appropriations Act for the applicable year and, if provided, the Summary Statement of Intent, as well as any statutory provision effecting the plan or its operation. **The State shall cease the 3% required employee contribution to the FRS and reimburse each employee for any required contribution to the FRS.**

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**Article 22
PREVAILING RIGHTS**

All pay and benefit provisions published in the Personnel Rules of the Selected Exempt Service which cover employees in the Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of the Agreement.

Collective Bargaining Proposals for Fiscal Year 2012-2013		
The Federation of Physicians and Dentists - Selected Exempt Service Physicians Unit - CBU 80 Fiscal Year 2012-2013		
Union/Issue	Estimated Cost	Comments
Article 3: Union proposes incorporating the Dues Check off language from the SES Physicians Unit Agreement in effect during FY 2010-2011 with the revision that employees be provided 30 days written notice of termination of dues check off authorization provision include the provision "...prior to the annual anniversary date of this Agreement..."	N/A	This proposal is currently under negotiations with the state. The state has not provided a response to this proposal at this time.
Article 5, Section 3: A new provision is inserted that requires the state to provide the work e-mail addresses of each bargaining unit employee, which shall be governed by the same rules as agreed upon for bulletin board use.	N/A	This proposal is currently under negotiations with the state. The state has not provided a response to this proposal at this time. There may be concerns with emails submitted to bargaining unit employees especially if there is a heavy volume of email correspondence.
Article 5, Section 3: E-mails are included as part of the privileges that can be removed by the Chief Labor Negotiator of the Department of Management Services if there is a violation of any provision.	N/A	This proposal is currently under negotiations with the state. The state has not provided a response to this proposal at this time.
Article 5, Section 4: The state employee's employment e-mail address was included as part of the information on the employee list that is provided by the state to the union.	N/A	This proposal is currently under negotiations with the state. The state has not provided a response to this proposal at this time.
Article 6, Section 4: Language is inserted that indicates Mediation is at Step 4 when there is a grievance that cannot be resolve at Step 3 and the Parties will submit the issue to non-binding mediation in an attempt to resolve the issue prior to arbitration. Also Step 4 is changed to Step 5 when there is Arbitration.	N/A	This proposal is currently under negotiations with the state. The state has not provided a response to this proposal at this time.
Article 8, Section 1: A provision is inserted that a termination decision by the agency head is not final and may be subject to the grievance procedure of the agreement if such termination is inconsistent with law.	N/A	This proposal is currently under negotiations with the state. The state has not provided a response to this proposal at this time.
Article 16, Section 1: The term "would" is removed and the term "will" is inserted that if an employee is required to work on a holiday or the holiday falls on the employee's regular day off that the employee "will" instead of "would" be allowed to take another day off to use as a holiday observance, during the pay period in which the holiday occurs.	N/A	This proposal is currently under negotiations with the state. The state has not provided a response to this proposal at this time.
Article 17, Section 1: The number of days for an employee required to meet mandatory continuing education requirements necessary to be eligible to perform assigned duties is increased from 11 days to 14 days.	Indeterminate	Based on People First data for Fiscal Year 2009-10, there were only 12 physicians that took administrative educational leave at a total of 181 hours. Further information would be needed from the agencies to determine if the physicians are using other types of leave for continuing education requirements or meeting their educational requirements by on-line classes, after work hours, or completing the requirements during work hours. This information would be necessary to determine if the days would need to be increased from 11 days to 14 days for educational requirements.
Article 18, Section 1: Amends the Fiscal Year 2010-2011 to Fiscal Year 2011-2012 and inserts a provision that the Governor will propose a minimum of a 8 percent across-the-board for all bargaining unit members.	\$6.4M	An 8% salary increase was calculated for the CBU. LAS/PBS was the source used for the calculation. Costing prepared by OPB.

<p>Article 18, Section 3: A provision is inserted that requires each agency to grant a 5 percent merit pay increase to employees that have exemplary performance based upon their performance evaluation.</p>	<p>\$3.9M</p>	<p>A 5% salary increase was calculated for the CBU. LAS/PBS was the source used for the calculation. Costing prepared by OPB, assuming all members have exemplary performance.</p>
<p>Article 18, Section 4: A provision is inserted that each employee will receive an educational incentive adjustment of \$5,000 for possessing or achieving board eligibility and \$10,000 for either possessing or achieving Board Certification.</p>	<p>\$4.3m</p>	<p>This figure was based on a calculation from last year on information provided in the People First system for physician classes. The majority of positions were classified in the People First System as: 1) licensed to practice medicine 2) a physician or 3) certified in a medical specialty. However, there were several physician positions with no certification information in the People First system and the assumption was made that these positions were either licensed to practice medicine or certified as a physician. Further research would be required that the information is correct in the People First system and whether the physicians in the People First system that have no certification information are licensed as a physician or certified to practice medicine. This information would be necessary to ensure an accurate fiscal impact to the state for this proposal.</p>
<p>Article 19: A provision is inserted that states the State shall cease the 3% required employee contribution to the FRS and reimburse employees for any required contributions.</p>	<p>\$2.8 M/ \$1.3 NR</p>	<p>This calculation was based on People First system for positions identified within the CBU. 325 positions were identified who would receive a one time 3% reimbursement and no longer contribute 3% to FRS in 2012-2013.</p>
<p>Article 22: proposes incorporating the Prevailing Rights language from the SES Physicians Unit Agreement in effect during FY 2010-2011.</p>	<p>N/A</p>	<p>This proposal extends the agreement for an additional three year period from July 2012 to June 2015.</p>

Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2012
Status of Collective Bargaining as of December 9, 2011
Fiscal Year 2012 – 13 Successor Agreement Negotiations – All Articles Open for Negotiation

Article	State Proposals	Union Proposals	Comments
2-Gender Reference	State’s 12-05-11 Proposal: Status quo.	No Proposal Offered.	
3-Vacant	State’s 12-05-11 Proposal: Status quo.	Union’s 10-31-11 Proposal: Reinstates the Dues Checkoff language from Article 3 of the SES Physicians Unit Agreement in effect during FY 2010-2011, into the current vacant Article,	Dues Deduction provisions are addressed in section 447.303, F.S. The 2011 Legislature through impasse resolution accepted the State’s proposal to vacate Article 3.
4-No Discrimination	State’s 12-05-11 Proposal: Incorporates grammatical changes, and proposes: revising the Section 1 header title by replacing “Physical Handicap” with “Disability,” clarifies the method of review for employee claim of unlawful discrimination against the State, and clarifies the method of review for union claims of discrimination against the State.	No Proposal Offered.	

**Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2012
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Article	State Proposals	Union Proposals	Comments
5-Employee Rights, Management, and Union Communications	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and proposes:</p> <p>clarification that the term “employee” used in the Agreement means an employee included in the bargaining unit,</p> <p>clarification that the State will maintain on the Department of Management Services website the classification specifications and Rules of the State Personnel System, and any written interpretations of the Rules of the State Personnel System,</p> <p>clarification that collective bargaining is to be conducted with the state representatives designated for that purpose by the Governor,</p> <p>the home addresses and work locations of employees will not be provided to the Union if the home address and work location are confidential under applicable law; and</p>	<p>Union’s 10-31-11 Proposal:</p> <p>Union proposes that the State provide the Union with unit employees’ work e-mail address; and that when employee lists of unit employees is provided to Union, upon the request of the Union, that the list include the employees’ work e-mail addresses.</p>	<p>The State has a concern over where employees’ work e-mail addresses would go after being provided to the Union.</p>

Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2012
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Fiscal Year 2012 – 13 Successor Agreement Negotiations – All Articles Open for Negotiation

Article	State Proposals	Union Proposals	Comments
	<p>permission to perform other employment outside state government shall not be unreasonably withheld provided the outside employment does not conflict with the employee’s state employment or with the employing agency’s procedures limiting outside employment.</p>		
<p>6-Grievance Procedure</p>	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and proposes:</p> <p>an Appendix B to include a collective bargaining grievance form and a Appendix C to include an a request for arbitration form,</p> <p>that the parties may by written agreement submit a grievance for mediation, and</p> <p>issues of arbitrability, including timeliness, be separated from substantive issues of the grievance.</p>	<p>Union’s 10-31-11 Proposal:</p> <p>Union proposes a new grievance Step, Step 4 - Mediation, if a grievance is not resolved at Step 3.</p>	<p>The State’s 12-05-11 proposal includes a provision for optional mediation.</p>

**Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2012
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Fiscal Year 2012 – 13 Successor Agreement Negotiations – All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
7-Employee Standards of Conduct and Performance	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and clarifies that the performance of employees shall be evaluated in accordance with Rule 60L-35, Florida Administrative Code.</p>	No Proposal Offered.	
8-Termination Due to a Reduction in Force and Recall	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and clarifies that Selected Exempt Service employees affected by a work force reduction are not “laid-off” but are terminated due to a reduction in force.</p>	<p>Union’s 10-31-11 Proposal:</p> <p>Union proposes to amend the provision that the decision to terminate shall be final and not subject to grievance procedure by adding the language “unless such termination is inconsistent with law.”</p>	Union’s proposal would subject terminations of SES employees to review by an arbitrator.
9-Reassignment	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and clarifies the definition of “reassignment,” as defined in section 110.107, Florida Statutes.</p>	No Proposal Offered.	

**Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2012
Status of Collective Bargaining as of December 9, 2011
Fiscal Year 2012 – 13 Successor Agreement Negotiations – All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
10-Classification and Pay Plan	State’s 12-05-11 Proposal: Incorporates grammatical changes only.	No Proposal Offered.	
11-Classification Review and Professional Practice Scope	State’s 12-05-11 Proposal: Incorporates grammatical changes and broadband terminology.	No Proposal Offered.	
12-Personnel Records	State’s 12-05-11 Proposal: Incorporates a grammatical change, and adds language to clarify that an employee’s official personnel file shall be maintained by the employing agency, not by the Department of Management Services.	No Proposal Offered.	Clarifies the State’s current practice that the official personnel file for each employee is maintained by the employing agency, not by DMS.
13-Safety	State’s 12-05-11 Proposal: Incorporates grammatical changes, and clarifies that when an employee believes a condition exists, in violation of a health or safety rule, that it is the <i>employee</i> who will report the condition to the appropriate supervisor.	No Proposal Offered.	

**Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2012
Status of Collective Bargaining as of December 9, 2011
Fiscal Year 2012 – 13 Successor Agreement Negotiations – All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
14-Replacement of Personal Property	State’s 12-05-11 Proposal: Incorporates grammatical changes only.	No Proposal Offered.	
15-Drug Testing	State’s 12-05-11 Proposal: Incorporates grammatical changes only.	No Proposal Offered	
16-Leaves of Absence, Hours of Work	State’s 12-05-11 Proposal: Incorporates grammatical changes, and clarifies: that an employee’s personal holiday is governed by section 110.117, Florida Statutes, the general requirements for leave accrual, approval and use are governed by Rule 60L-34, Florida Administrative Code and Section 110.219, F.S., strikes duplicative language from Rule 60L-34, F.A.C., and	Union’s 10-31-11 Proposal: Regarding employees who are required to work on a holiday, the Union proposes the revised language “...the employee would <u>will</u> be allowed to take another day off to use as a holiday observance.....	The Union has not presented the State with any reliable documentation to substantiate that a recurring, documented, problem exists where employees are not allowed to take another day off for a holiday observance.

Federation of Physicians and Dentists (“FPD”)
SES Physicians Unit – State Personnel System
Current One-Year Agreement Expires June 30, 2012
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Article	State Proposals	Union Proposals	Comments
	clarifies that employees who serve on the union’s negotiation committee will be granted <i>administrative leave</i> to attend negotiations with the State.		
17-Training and Education	State’s 12-05-11 Proposal: Status quo.	Union’s 10-31-11 Proposal: Union proposes to increase from 11 to 14 the number of days granted every two calendar years toward fulfillment of employees’ continuing education requirements.	The Union has not presented the State with any documentation to substantiate the need for additional days. The agencies have not presented the State with any complaints that additional days are needed.
18-Wages	State’s 12-05-11 Proposal: Pay shall be in accordance with the Fiscal Year 2012-2013 General Appropriations Act.	Union’s 10-31-11 Proposal: Union proposes that physicians will receive a minimum of an 8% increase in wages; agencies will grant 5% merit pay increases for exemplary performance; and	Estimated cost of union’s proposals: \$6.4m. \$3.9m.

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Article	State Proposals	Union Proposals	Comments
		<p>educational incentive pay: \$5,000 for possessing or achieving Board Eligibility and \$10,000 for possessing or achieving Board Certification.</p>	<p>\$4.3m.</p>
<p>19-Insurance Benefits</p>	<p>State’s 12-05-11 Proposal:</p> <p>Propose new Article title: <i>Insurance and Retirement Benefits</i></p> <p>Proposes a titled Section 1 – <i>State Employee Group Insurance Program,</i></p> <p>Proposes a titled Section 2 – <i>Retirement,</i> with the proposed language:</p> <p>Consistent with § 121.011(3)(d), Florida Statutes, and <i>Florida Sheriff’s Association v. Dept. of Admin.</i>, 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits,</p>	<p>Union’s 10-31-11 Proposal:</p> <p>Union proposes adding Retirement to the Article’s title; replacing current language with language from the SES Physicians Unit Agreement in effect during FY 2010-2011; and proposes new language to the effect that the State cease the 3% required employee contribution to the FRS and reimburse each employee for any required contribution to the FRS.</p>	<p>Estimated cost of union’s proposal:</p> <p>\$2.8m/\$1.3 NR.</p>

**Federation of Physicians and Dentists (“FPD”)
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Article	State Proposals	Union Proposals	Comments
	rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.		
20-Per Diem and Travel Expenses	State’s 12-05-11 Proposal: Incorporates grammatical changes and clarifying language only.	No Proposal Offered.	
21-Pay Plan and Classification of Work	State’s 12-05-11 Proposal: Incorporates grammatical changes and broadbanding terminology.	No Proposal Offered.	
22-Vacant	State’s 12-05-11 Proposal: Status quo.	Union’s 10-31-11 Proposal: Union proposes incorporating the Prevailing Rights language from the SES Physicians Unit Agreement, Article 22, in effect during FY 2010-2011.	Current State law addresses the employer’s obligation to negotiate over proposed changes in terms and conditions of employment and provides a remedy for violations through PERC and the courts. Contract language is redundant and creates potential for inconsistent interpretation and application

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Article	State Proposals	Union Proposals	Comments
			of the law by arbitrators. The 2011 Legislature through impasse resolution accepted the State’s proposal to vacate Article 3.
23-Management Rights	State’s 12-05-11 Proposal: Status quo.	No Proposal Offered.	
24-Entire Agreement	State’s 12-05-11 Proposal: Grammatical change that strikes the words “upon ratification.” The State opposes the union’s reopener provision since the State proposes a 1-year agreement, in the Duration Article.	Union’s 10-31-11 Proposal: Union proposes reinstatement of Section (D) which prior to its removal by the 2011 Legislature as a resolution of the impasse, allowed each party to reopen a limited number of articles for negotiations during the two Fiscal Years, following ratification of a successor agreement.	If the agreement is not ratified by all parties pursuant to section 447.309, F.S., the legislative impasse resolution shall take effect as of the date of the legislative action for the remainder of the first fiscal year which was subject to negotiations; the legislative action shall not take effect with respect to preamble, recognition, and duration clauses.

**Federation of Physicians and Dentists (“FPD”)
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Article	State Proposals	Union Proposals	Comments
25-Savings Clause	State’s 12-05-11 Proposal: Status quo.	No Proposal Offered.	



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

December 5, 2011

TRANSMITTED VIA ELECTRONIC MAIL

Jack Seddon, Executive Director
Federation of Physicians and Dentists /
State Employees Attorneys Guild
1310 Cross Creek Circle, Suite C2
Tallahassee, Florida 32301

Dear Mr. Seddon:

Thank you for your October 31, 2011, successor agreement proposals for the Selected Exempt Service Supervisory Non-Professional Unit for Fiscal Year 2012-2013 collective bargaining negotiations.

The state proposes we maintain the status quo, with minor grammatical changes, for the following articles as the parties have not proposed any changes to date:

Article 1 – Recognition
Article 2 – Gender Reference
Article 4 – No Discrimination
Article 7 – Employee Standards of Conduct
Article 8 – Employee Rights
Article 9 – Vacant
Article 10 – Career Opportunities
Article 11 – Classification and Pay Plan
Article 12 – Personnel File
Article 13 – Safety
Article 14 – Review and Performance Evaluations
Article 16 – Employment Outside State Government
Article 17 – Drug Testing
Article 19 – Holidays
Article 20 – Training
Article 21 – Travel Expenses
Article 22 – Replacement of Personal Property
Article 26 – Printing of the Agreement
Article 28 – Management Rights
Article 30 – Savings Clause

Please direct all correspondence to:

Office of General Counsel | 4050 Esplanade Way, Suite 160 | Tallahassee, Florida 32399-0950
Tel: 850.487.1082 | Fax: 850.922.6312

www.dms.MyFlorida.com

The parties will continue to negotiate proposed changes to the following articles:

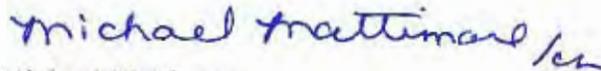
- Article 3 – Vacant (union proposal)
- Article 5 – Union Activities and Employee Representation (both parties propose changes)
- Article 6 – Grievance Procedure (state proposal)
- Article 15 – Scope of Professional Responsibilities (both parties propose changes)
- Article 18 – Hours of Work/Overtime & Leaves of Absence (state proposal)
- Article 23 – Insurance Benefits (both parties propose changes)
- Article 24 – Call Back (state proposal)
- Article 25 – Wages (both parties propose changes)
- Article 27 – Vacant (union proposal)
- Article 29 – Entire Agreement (both parties propose changes)
- Article 31 – Duration (both parties propose changes)

Written contract proposals are included for your consideration and response. We will continue to negotiate and to seek resolution of any unresolved issues.

By separate copy, you will be provided with the proposed salaries and benefits in the Governor's Fiscal Year 2012-13 legislative budget request.

Please do not hesitate to contact me with any requests.

Sincerely,



Michael Mattimore
Chief Labor Negotiator

MM/jc

Enclosures

Cc: Management Advisory Council and State Bargaining Team
Michael Sevi, Assistant General Counsel, Executive Office of the Governor

Article 2
GENDER REFERENCE

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 3
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 4
NO DISCRIMINATION

SECTION 1 – Non-Discrimination Policy - Age, Sex, Race, Color, Religious Creed, National Origin, ~~Physical Handicap~~ Disability

(A) The State and the Union shall not discriminate against any employee for any reason prohibited by law. Consistent with Chapter 447, Florida Statutes, public employees in the State of Florida have the right to self-organization, to form, join, or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

(B) The Union shall have the right to consult on issues of **unlawful** discrimination ~~or sexual harassment~~ with an agency head or ~~his~~ designee.

(C) Any claim of **unlawful** discrimination ~~or sexual harassment~~ by an employee against the State under this Section, ~~except for grievances related to Association membership,~~ **may shall only** be subject to the method of review ~~under the Grievance Procedure or the employee may seek resolution through other such alternative procedures as prescribed by law or by rules and regulations having the force and effect of law, but not both.~~

Section 2 – Non-Discrimination Union Activities

(A) Neither the State nor the Union shall interfere with the right of employees **covered by this Agreement** to become or refrain from becoming members of the Union, and the Union shall not discriminate against any **such** employee because of membership or non-membership in any employee organization. However, the Union is not obligated to represent a non-member with respect to grievances and/or any arbitration or administrative proceeding.

(B) ~~Claims of~~ Union **claims of** discrimination against the State, its officers or representatives shall be remedied only through the Public Employees Relations Commission or other such administrative proceedings provided by law.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 5
UNION ACTIVITIES AND EMPLOYEE REPRESENTATION

SECTION 1 – Definition

The term “employee” as used in this Agreement, shall mean an employee included in the bargaining unit represented by the Federation of Physicians and Dentists, (Union).

SECTION 1 – Union Seminars and Conventions

A designated Union representative may be granted leave without pay for his attendance at regularly scheduled Union seminars and conventions.

SECTION 2 - Consultation Meetings

(A) Upon request by the Union, the Secretary of the Department of Management Services or ~~his~~ designee or the agency head or ~~his~~ designee shall make a good faith effort to meet and consult on a quarterly basis. Such meetings shall be held at a time and place ~~mutually~~ agreed to by the State and the Union.

(B) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any activity which affects Unit employees. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.

(C) Any ~~D~~decision(s) reached through consultation meetings shall be reduced to writing by the State and a copy shall be furnished to the Union.

SECTION 3 - Bulletin Boards

(A) Union bulletin boards may be used to communicate with and inform unit employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of employees ~~Union members~~. Notices posted on these bulletin boards shall not contain inflammatory material about the State, ~~or any of~~ its officers or employees; nor shall any posted material violate or have the effect of violating any law, rule or regulation.

(B) Posted notices must be dated and bear the signature of the Union's authorized representative.

(C) A violation of these provisions shall be a basis for removal of bulletin board privileges by the agency head.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

SECTION 4 - Employee Lists

The State will upon request, ~~on a quarterly basis,~~ provide the Union with a list giving the name, home address on file, position title, and gross salary for each employee ~~in the bargaining unit~~ ~~(unless the home address is confidential under applicable law)~~. This list will be prepared on the basis of the latest information on file at the time the list is prepared.

SECTION 5 – Broad ~~B~~anding Occupational Level Lists

Upon request, the State will provide a list of position/occupational levels for ~~bargaining unit members~~ ~~employees~~ to the authorized Union representative.

SECTION 6 - Representative Access

(A) The State agrees that designated representatives of the Union, whether local, state or national Union representatives, shall have access to the premises of the State where ~~bargaining unit members~~ ~~employees~~ are employed, consistent with applicable law.

(B) If any ~~area~~ of the State's premises is restricted to the public, permission may be requested to enter ~~such~~ the areas; ~~and such~~ permission will not be unreasonably denied. ~~Such~~ ~~Access~~ shall be during the regular working hours of the employee and only for the purpose of investigating an employee's grievance.

SECTION 7 – Negotiations ~~C~~ommittee

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

~~(B)~~ ~~(A)~~ The Union may designate ~~certain~~ employees ~~within the Unit~~ to serve on its Negotiation Committee, and ~~such the~~ employees will be granted ~~time off with pay~~ ~~administrative leave~~ to attend negotiating sessions with the State. No ~~individual~~ 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 paid ~~all~~ employees on the Negotiation Committee during the term of the Agreement shall not exceed two hundred fifty (250) hours. The agency shall not reimburse ~~the~~ employees for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

~~(C)~~ ~~(B)~~ No more than one (1) 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.

For the State

For the FPD

Mike Mattimore
State's Chief Labor Negotiator

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Date

Article 6 GRIEVANCE PROCEDURE

It is the policy of the State and Union to encourage informal discussions between supervisors and employees regarding employee concerns. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to a formal grievance procedure.

SECTION 1 - Definitions

(A) A "grievance" shall mean a complaint by an employee, ~~in the bargaining unit,~~ or the Union that there has been a violation or misinterpretation of ~~any of the provisions of this Agreement,~~ filed on the appropriate form as contained in Appendix B of the Agreement.

(B) "Employee" shall mean an ~~individual~~ employee having a grievance.

(C) "Days" shall mean calendar days, excluding any days observed by the State as a holiday for ~~State~~ employees pursuant to section 110.117, Florida Statutes.

(D) "Required Participant" means ~~any~~ employee whose presence at a grievance meeting has been determined necessary by the agency.

(E) "Union Representative" means ~~any~~ Union designated representative.

SECTION 2 - Election of Remedy

An employee shall have the option of utilizing the redress procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but ~~such the~~ employee is precluded from using more than one procedure to address the same or similar complaints and issues.

SECTION 3 - Union Representation

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provisions of this Article) whether ~~or not~~ he shall be represented by the Union. When an employee has elected Union representation, both the employee and the Union representative shall be notified of ~~any~~ Step 1 meetings. ~~Further, any~~ ~~W~~ritten communication concerning the grievance or its resolution shall be sent to both the employee and the Union representative, and ~~any the~~ decision ~~mutually~~ agreed to by the State and the Union shall be binding on the employee.

(B) If the employee is not represented by the Union, ~~any~~ adjustment of the grievance shall be consistent with the terms of this collective bargaining Agreement. ~~Further, T~~he Union shall be given reasonable opportunity to be present at ~~any~~ meeting called for the resolution of

For the State

For the FPD

Mike Mattimore
State's Chief Labor Negotiator

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Date

such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

(C) The Executive Director of the Union shall furnish to the State a list of Union Representatives and the State will not recognize any person as a Union Representative whose name does not appear on the list.

(D) If a grievance meeting is held during the working hours of any Rrequired Pparticipant, such the participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

SECTION 4 - Procedures

(A) 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. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

(B) The resolution of the grievance prior to its submission at Step 2 shall not establish a precedent binding on either the Union or the State in other cases.

(C) A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, that the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.

(D) Grievances shall be presented and adjusted in the following manner.

(1) Informal Discussion

(a) An employee having a grievance may, within fourteen (14) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.

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

(2) Step 1

(a) In filing a grievance at Step 1, the employee shall submit to the Step 1 management representative or designee a grievance form as contained in Appendix B to be supplied by the Union, setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

(b) The Step 1 management representative or designee shall ~~have a meeting~~ **meet with the Union Representative** to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within fourteen (14) days following the receipt of the written grievance.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the agency head or **his** designee within fourteen (14) days after receipt of the decision at Step 1.

(b) The agency head or **his** designee may ~~have a meeting~~ **meet** with the Union Representative to discuss the grievance. The agency head or **his** designee shall communicate a decision in writing to the employee and to the Union Representative within twenty-one (21) days of receipt of the written grievance.

(c) Grievance Mediation. The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), either prior to the grievance being submitted to arbitration or after it has been submitted but before a hearing is scheduled. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

(4) Step 3 - Arbitration

(a) If the grievance is not resolved at Step 2, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form **as contained in Appendix C (to be supplied by the Union)** within fourteen (14) days after receipt of the decision at Step 2.

(b) The arbitrator shall be one person from a panel of three (3) permanent arbitrators, **mutually** selected by the State and the Union to serve in rotation for any case or cases submitted.

(c) Arbitration hearings shall be held at times and locations **mutually** agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities. If **mutual** agreement cannot be reached the arbitration hearing shall be held in the city of Tallahassee.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

(d) Issues of arbitrability, including timeliness, shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of (4)(b).

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

1. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

3. The arbitrator shall have no authority to determine any issues other than those issues raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

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

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

c. Which has the effect of restricting the discretion of an agency head as otherwise granted by law; or

d. That is based solely upon an agency past practice or policy **other than to determine that unless** such agency practice or policy is contrary to law.

(f) (e) The reasonable fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(g) (f) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

(5) Time Limits

(a) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

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

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

(d) Claims of either an untimely filing or untimely appeal shall be made at the step in question, or will be considered waived.

(6) Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.

~~(7) The parties may agree to submit a grievance or number of grievances for mediation. The mediator, upon the agreement of the parties, may make a recommended decision. Any recommended decision by a mediator shall not be admissible for any purpose at an arbitration.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 7
EMPLOYEE STANDARDS OF CONDUCT

SECTION 1 - Employee Representation Right

An employee may request a union representative be present to advise and/or assist the employee during any investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. The purpose of the investigation will be explained to the employee prior to the time of the meeting.

SECTION 2 - Employee Election

An employee's rights are not violated where an investigatory proceeding takes place and the employee has failed fails to request representation, unless the employer failed fails to advise the employee of the purpose of the meeting.

SECTION 3 - State Denial of Representation

The employer may refuse a request for a union representative during an investigatory interview not intended to lead to the discipline of the interviewed employee. If the interview transitions to questions, which may lead to the discipline of the interviewed employee, he or she may have union representation for the interview to continue.

SECTION 4 - Standards of Conduct

(A) The Selected Exempt Service, to which occupational level positions within this Unit are assigned, is designed to provide the delivery of high quality performance in selected positions by facilitating the State's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs.

(B) The duties and responsibilities for each of the occupational level positions are assigned by the respective agencies.

(C) Each Unit employee shall serve at the pleasure of the agency head and may be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion and upon prior review and consideration of the agency head or designee. Upon written request of the Union, agencies will in accordance with Chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

(D) If not available electronically, the State will, upon the payment of appropriate costs, provide the union with copies of any public records related to all personnel actions. All Requests shall be provided in accordance with Chapter 119, Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 8
EMPLOYEE RIGHTS

(A) Employees shall have the rights afforded by the Florida Constitution and Chapter 447, Florida Statutes, including the right to join, participate in or refrain from joining or participating in a union; the right to be represented or refrain from being represented in determinations of grievances pursuant to Article 6 of this Agreement; and the right to negotiate collectively with the State in the determination of the terms and conditions of their employment.

(B) The State shall not assist a creditor in collecting any debt unless required by court order or applicable law.

(C) Employee participation in charitable drives is voluntary.

(D) Employees shall not be subjected to prohibited personnel practices or policies.

(E) Each employee shall be provided access to a current copy of his current job position description.

(F) Where an agency currently provides a toll allowance to employees subject to tolls to access their work place, the practice shall continue during the term of this agreement to the extent consistent with law.

(G) Employees with the Department of Children and Families, Department of Health, Department of Juvenile Justice and Department of Corrections can seek restitution for property damage or direct medical expenses for injuries caused by sheltered children, foster children, or escapees, inmates or patients of State's institutions in accordance with Section 402.181, Florida Statutes. If any agency with employees covered by this agreement develops a policy for reimbursement of employees' for personal property covering FPD unit employees, the entitlement to such reimbursement shall be incorporated therein by reference.

(H) Employees currently receiving clothing allowances will continue to receive these allowances at existing levels.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 9
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 10
CAREER OPPORTUNITIES

The State and the Union agree that with the advent of online information regarding career opportunities within the Selected Exempt Service, employees have access to information regarding career opportunities. An employee who believes ~~that~~ he is qualified for a posted position will be provided an opportunity to submit an application for a career opportunity. The employee shall receive an acknowledgement of receipt of ~~the~~ his application.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 11
CLASSIFICATION AND PAY PLAN

(A) The Department of Management Services shall continue to maintain a classification and pay plan, applicable to all positions in this Unit, designed to attract and retain qualified personnel consistent with applicable law, ~~or~~ rules, and regulations. When the Department of Management Services conducts a comparison between the salaries and benefits of private and public sector employees performing the same or similar job responsibilities, such information shall be provided to the Union.

(B) The employing agency shall continue to maintain a position description for each position on a current basis. Each employee and the Union shall be provided access to current position descriptions. Upon request an employee shall be provided a copy of his position description either by hard copy or electronic means.

(C) The Department shall assign each position to its appropriate broadband level according to the current position description.

(D) The classification and pay plan includes:

- (1) All approved pay bands,
- (2) The allocation of each position to a broadband level, and
- (3) Provisions governing the administration of the plan.

(E) Upon making an original or ~~any~~ subsequent appointment to a Selected Exempt Service position in this Unit, the employing agency shall set the salary at an amount within the assigned pay band. The agency head may give an employee an increase in salary provided the total salary is within the assigned pay band, funds are available for ~~such the~~ increase, and ~~such the~~ increase is not specifically prohibited by act of the Legislature. An employee may be paid less than the minimum of the assigned pay band due to budget limitations in the instances of a fiscal exigency. A vacant position may be filled below the minimum of the pay band if approved by the Secretary of the Department of Management Services.

(F) The Department of Management Services may adjust ~~any~~ pay band in the classification and pay plan when ~~such~~ adjustments are appropriate. ~~Any~~ salary adjustment shall be consistent with state law. The Union shall be notified, in writing, of ~~any~~ individual salary increases.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 12
PERSONNEL FILE

(A) There shall be one official personnel file for each employee, which shall be maintained ~~in the central personnel office of~~ by the employing agency unless a different location is approved by the Secretary of the Department of Management Services or designee. Information in an employee's official personnel file shall only refer to matters concerning the employee's job or related to the employee's State employment.

(B) If any derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee shall have ten (10) calendar days to provide a written response and his answer will be attached to the file copy.

(C) Upon request and the payment of lawful cost, the employee shall receive a copy of any material in his file. The State will provide each employee access to their his personnel file by electronic means and if the employee has no access to a computer, the state will make a computer available for this purpose.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 13
SAFETY

(A) When an employee believes that a condition exists at a State facility which is in violation of an established health or safety rule, such condition shall be reported immediately **by the employee**, in writing, to the appropriate supervisor, detailing the specific violation and rule, if known and/or appropriate.

(B) The supervisor shall investigate the report and make a reasonable effort to take action deemed appropriate. The supervisor will furnish a written response to the employee within thirty (30) calendar days after the employee's report is received.

(C) Complaints which arise under this Article shall be grievable, but only up to and including Step 2 of the grievance procedure **in this Agreement**.

(D) The parties agree that where an agency has a safety committee created by agency policy to directly address matters of safety related to **employees bargaining unit members**, the union may select one person to serve on **any such the** committee.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 14
REVIEW AND PERFORMANCE EVALUATIONS

The performance of employees shall be evaluated in accordance with Rule 60L-35, Florida Administrative Code. Employees shall be evaluated at least annually on the date or dates determined by their agency; such evaluations shall be conducted by the employee's immediate supervisor or a designated managerial employee ~~who has~~ having knowledge of the employee's duties, responsibilities and job performance. The evaluation shall be an assessment of an employee's performance of assigned duties and responsibilities, and shall inform the employee of his ~~or her~~ strengths and weaknesses. The rater will provide the employee with coaching and meaningful feedback regarding job performance throughout the evaluation period. The rater shall inform the employee in writing throughout the evaluation period of performance deficiencies that could result in a "Below Expectation" or "Unacceptable" rating and corrective action to be taken ~~in order~~ to facilitate the employee's progress toward meeting performance expectations.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 15
SCOPE OF PROFESSIONAL RESPONSIBILITIES

An employee who is required to be licensed or certified as a condition of employment shall not be assigned duties that directly violate the requirements of such his license or certification.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 16
EMPLOYMENT OUTSIDE OF STATE GOVERNMENT

Any employee who wishes to perform other employment outside of state government shall secure approval in advance, ~~in accordance with the Rules of the State Personnel System and applicable law.~~ Permission shall not be unreasonably withheld as long as ~~and the~~ such outside employment ~~does not conflict with the employee's state employment nor with the employing agency's procedures limiting such outside employment~~ will be considered in accordance with ~~applicable statute, the rules and agency policy.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 17
DRUG TESTING

The State and the Union agree to drug testing of bargaining Unit employees in accordance with Section 112.0455, Florida Statutes, the Drug-Free Workplace Act, and Section 944.474, Florida Statutes.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 18
HOURS OF WORK/OVERTIME & LEAVES OF ABSENCE

SECTION 1 - Hours of Work – Excluded Employees

Inasmuch as an excluded employee's service is performance based, each employee is expected to work whatever hours may be required by the position and no overtime or compensatory leave may be earned or paid, except where a compensatory leave plan has been approved by Department of Management Services and the respective employee's agency. The authorized supervisor shall, by written procedures, establish the work hours and attendance and leave requirements for excluded employees. Such written procedures, as a minimum, shall require that an accurate record of the time worked and leave taken be maintained and that any full-time employee who works less than the normal number of hours in the pay period (biweekly period-80 hours; monthly period-hours required by Comptroller) shall be required to utilize annual, sick or administrative leave, compensatory leave or leave without pay to bring the employee's total for the pay period up to the minimum hours required. The same requirements shall apply to part-time employees, except that the normal working hours in the pay period shall be prescribed by the agency head or designee. With prior approval, employees working more than their regularly scheduled hours within a particular workweek may be allowed to offset those hours within the same pay period.

SECTION 2 – Hours of Work and FLSA Overtime for Included Employees

(A) The normal workweek for each full-time employee shall be 40 hours. The agencies will ensure that time and attendance sheets accurately reflect all time worked regardless of whether the **Unit** employee is a non-exempt **(included)** or exempt FLSA employee. **Unit Employees** will be informed of **any** changes made to their time and attendance sheet by the supervising authority, prior to its submission to payroll.

(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) Hours of work in excess of 40 hours in the workweek will qualify full-time included employees **(not exempt under the FLSA)** for overtime. Payment of overtime shall be in accordance with the provisions of Rule 60L-34.0031, F.A.C.

(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

For the State

For the FPD

Mike Mattimore
State's Chief Labor Negotiator

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Date

schedule leave as requested by the employee. Failure to approve an employee's specific request shall not be grievable under the provisions of Article 6 of this Agreement Contract.

(E) The State agrees that the assignment of overtime is not to be made on the basis of favoritism. In any case, Wwhere 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 of this Agreement herein, to Step 2.

SECTION 3 – Leaves of Absence

The general requirements for leave earning, approval and use are governed by the provisions of Rule 60L-34, Florida Administrative Code and Section 110.219, Florida Statutes.

~~(A) Upon appointment and on each anniversary of the date of appointment to the Selected Exempt Service (hereinafter anniversary date), each Unit employee shall be credited with 176 hours of annual leave and 104 hours of sick leave. Accurate records of the accumulation and use of all annual and sick leave credits shall be maintained by the State or its designee.~~

~~(B) Annual leave credits in excess of 480 hours at the close of business on the day prior to the employee's anniversary date shall be converted to sick leave on an hour per hour basis.~~

~~(C) Upon transfer of an employee to a position in State government outside the State Personnel System, the agency shall either transfer unused annual leave credits into the system which the employee is transferring, or, if the new system will not accept the credits, pay for the credits up to a maximum of 480 hours. For either transfer or payment, current year credits shall be prorated.~~

~~(D) Annual leave will be paid upon termination from State government, in accordance with Rule 60L 34, F.A.C. Termination from State government shall mean that the person is not on any State payroll for at least thirty one (31) calendar days following separation from the Selected Exempt Service.~~

~~(E) Use of sick leave shall be authorized for the purposes stated in Rule 60L 34, F.A.C. Sick leave may be accrued without limit and is subject to terminal payment in accordance with Section 110.122, Florida Statutes.~~

~~(F) Upon transfer of an employee to a position in State government outside the Selected Exempt Service, the agency shall either transfer unused sick leave credits into the system which the employee is transferring, or, if the new system will not accept the credits, pay for the credits if eligible under Section 110.122(1), Florida Statutes; otherwise the credits will expire.~~

~~(G) Administrative leave and disability leave may be, and parental leave shall be, granted and used in accordance with the provisions for such leave for Career Service employees as set~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

~~forth in Rule 60L 34, F.A.C. Military leave shall be granted and used in accordance with Section 250.48 or Chapter 115, Florida Statutes, whichever is applicable.~~

~~(H) With agency head approval, an employee may be granted a leave of absence without pay for up to one year.~~

~~(I) An employee who is eligible for disability leave in accordance the provisions of the Florida Administrative Code, shall not be required to use accrued leave in order to be eligible to be carried in a full pay status.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

**Article 19
HOLIDAYS**

SECTION 1 – Recognized Holidays

Employees are entitled to the holidays identified in Section 110.117, Florida Statutes ~~observed by their work unit.~~ If an employee is required to work on the actual holiday or the actual holiday falls on the employee's regular day off, the employee ~~would~~ will be allowed to take another day off to use as a holiday observance, during the pay period in which the holiday occurs. Due to agency needs, management ~~would~~ will make the final decision as to which alternate date would be used for the holiday observance. There may be some instances where an agency may not be able to permit an employee to observe the holiday, due to agency needs. A consultation meeting to discuss ~~any~~ holiday staffing decisions may be requested by the Union or the agency at any time.

~~The following holidays are State recognized holidays:~~

- ~~(A) New Year's Day~~
- ~~(B) Birthday of Martin Luther King, Jr., third Monday in January~~
- ~~(C) Memorial Day~~
- ~~(D) Independence Day~~
- ~~(E) Labor Day~~
- ~~(F) Veterans' Day, November 11~~
- ~~(G) Thanksgiving Day~~
- ~~(H) Friday after Thanksgiving~~
- ~~(I) Christmas Day~~

SECTION 2 – Personal Holiday

Each ~~full time~~ employee is entitled to ~~one a~~ one a personal holiday as governed by the provisions of Section 110.117, Florida Statutes ~~per year to be taken subject to the approval of the employee's supervisor. Each part time employee is entitled to a personal holiday each year~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

~~which shall be calculated proportionately to the personal holiday allowed to a full time employee. Such personal holiday shall be credited to eligible employees on July 1 of each year to be taken prior to June 30 of the following year.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 20 TRAINING

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

SECTION 1 - Employee Training

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

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

(C) Employees shall ensure that all licensures or certifications required by their position shall remain in good standing. If education or training is required for employees to remain in their position, ~~the~~ employees' attendance at required training or education courses shall be considered hours of work. Employees may be reimbursed for the cost of required training and or education to maintain required licensures or certifications as authorized by law.

SECTION 2 - Employee Education

(A) When the State requires an employee to attend short courses, institutes and workshops to improve their performance in their current position, it will be considered time with pay.

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

SECTION 3 - Educational Assistance Plan

The State shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law. ~~During the term of this agreement, and subject to additional funding, the Governor agrees to seek approval of the Legislature to continue the existing program for the provision of tuition free courses.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

SECTION 4 - Grievability

It is understood that nothing in this Article precludes or in any way limits or restricts the State's right to develop, implement, or otherwise manage **the** training of **its** employees. Therefore, **any** claim by an employee or the Union concerning this Article shall not be subject to the **G**rievance **P**rocedure of this **C**ontract **A**greement except the issue of whether the employee was permitted time with pay to attend required training.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 21
TRAVEL EXPENSES

SECTION 1 – Allowable Expenses

Per diem and travel expenses shall be paid for authorized travel on State business in the manner and amounts as provided in Section 112.061, Florida Statutes. ~~All bargaining unit employees shall be allowed either of the following for each day of travel, at the option of the employee, for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, as authorized by the agency which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveling employee:~~

(A) Eighty dollars per diem; or

(B) If actual expenses exceed \$80, the following amounts for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

Breakfast.....	\$6
Lunch.....	\$11
Dinner.....	\$19

SECTION 2 – Exceptions

(A) When lodging or meals are provided at a state institution, the ~~bargaining unit~~ employee shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided by Florida Statutes, Section 112.061.

(B) No ~~bargaining unit~~ employee, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the State.

(C) ~~A bargaining unit~~ No employee shall ~~not~~ be reimbursed on a per diem basis, nor shall he receive subsistence allowance, when traveling on short trips where the employee is not away from his headquarters overnight.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 22
REPLACEMENT OF PERSONAL PROPERTY

(A) An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription glasses, or ~~such~~ other items of personal property as have been given prior approval by the agency and the Secretary ~~or~~ ~~of~~ Management Services or designee, as being required by the employee to perform the duties of the position, will be reimbursed as provided herein.

1. Watch -\$75
2. Prescription Glasses - \$200
3. Other Items – The Secretary of management Services, or ~~their~~ designee, shall have final authority to determine the reimbursement value of ~~any~~ items other than watches or prescription glasses.
4. Total allowable per incident - \$500

(B) ~~Such R~~ reimbursement shall be with the approval of the ~~A~~ agency ~~H~~ head. Approvals shall not be unreasonably denied.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 23
INSURANCE and RETIREMENT BENEFITS

SECTION 1 – State Employees Group Insurance Program

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

SECTION 2 – Retirement

Consistent with § 121.011(3)(d), Florida Statutes, and *Florida Sheriff's Association v. Dept. of Admin.*, 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits, rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 24

VACANT

CALL BACK

To the extent authorized by law, an FLSA included employee called back to work beyond the employee's scheduled hours of work for the day shall be credited for actual time worked, or a minimum of two hours, whichever is greater.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 25
WAGES

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year ~~2011-2012~~ 2012-2013 General Appropriations Act ~~as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands.~~

(B) Increases to base rate of pay shall be in accordance with state law and the Fiscal Year ~~2011-2012~~ 2012-2013 General Appropriations Act.

SECTION 2 – Savings Sharing Program

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

SECTION 3 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary performance as evidenced by a performance evaluation conducted pursuant to ~~chapter~~ Rule 60L-35, Florida Administrative Code.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 26
PRINTING OF THE AGREEMENT

Each party to the collective bargaining agreement shall bear its own printing costs; however, during the term of the agreement, the **State Department of Management Services** shall maintain a copy of the **A**greement on its website.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 27
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 28
MANAGEMENT RIGHTS

The Union agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. Unit employees shall serve at the pleasure of the agency head and shall be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the agency head.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 29
ENTIRE AGREEMENT

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

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

(C) If the Union believes an agency has changed a practice relative to wages, hours, or terms and conditions of employment, in violation of Chapter 447, Florida Statutes, this will be immediately brought to the agency's attention in writing.

~~(D) The State and the Union agree that any four (4) articles within this agreement that either party desires to reopen shall be subject to negotiations for Fiscal Year 2010-2011 and Fiscal Year 2011-2012.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 30
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3) and Chapter 110, Part V, Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portion of this Agreement shall remain in full force and effect for the term of this Agreement.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 31
DURATION

SECTION 1 - Term

This Agreement shall ~~be effective as of the first day of July 2009, and shall~~ remain in full force and effect through the thirtieth day of June ~~2013 2012.~~ ~~Each year either party may demand bargaining and reopen any four (4) articles. Parties need to provide notice of the intent to reopen an article prior to the statutorily set date of impasse.~~

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

SECTION 2 - Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the Federation of Physicians and Dentists/AHPE, NUHHCE, AFSCME, AFL-CIO, 1310 Cross Creek Circle, Tallahassee, Florida 32301; and if by the Union shall be addressed to the **Chief Negotiator**, Department of Management Services, **Office of the General Counsel**, 4050 Esplanade Way, Building 4050, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 - Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement, as provided above would apply only to those **bargaining Unit** employees permanently or temporarily assigned to such areas.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the FPD

John J. Seddon
Executive Director
Federation of Physicians and Dentists

Date

Article 3
DUES CHECKOFF

SECTION 1 - Deductions

(A) The State, by and through its respective agencies, agrees to deduct Union membership dues, uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed to by the State and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the State, from the pay of those employees in the Unit who individually make such request on a written checkoff authorization form provided by the Union (Appendix B). Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the State.

(B) The Union shall advise the State of any uniform assessment or increase in dues in writing at least thirty (30) days prior to its effective date.

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

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

SECTION 2 - Remittance

(A) Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the State, on either a biweekly or monthly cycle along with a list containing names, employee numbers, Department or Agency and amount deducted of the employees for whom the remittance is made. The union shall pay the cost for dues deduction set-up.

(B) Employees' transfers or promotions within the certified bargaining unit shall not require the submission of new dues authorization forms.

SECTION 3 - Termination of Deduction

Deduction for Union dues and/or uniform assessments shall continue until either; (1) revoked by the employee by providing the State and the Union with thirty (30) days written notice of terminating his check-off authorization, (2) revoked pursuant to Section 447.507, Florida Statutes, (3) the termination of employment, or (4) the movement of the employee out of this bargaining unit.

SECTION 4

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

**Article 5
UNION ACTIVITIES AND EMPLOYEE REPRESENTATION**

SECTION 1 - Union Seminars and Conventions

A designated Union representative may be granted leave without pay for his attendance at regularly scheduled Union seminars and conventions.

SECTION 2 - Consultation Meetings

(A) Upon request by the Union, the Secretary of the Department of Management Services or his designee or the agency head or his designee shall meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the State and the Union.

(B) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any activity which affects Unit employees. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.

(C) Any decision(s) reached through consultation meetings shall be reduced to writing by the State and a copy shall be furnished to the Union.

SECTION 3 - Bulletin Boards

(A) Union bulletin boards may be used to communicate with and inform unit employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of Union members. Notices posted on these bulletin boards shall not contain inflammatory material about the State or any of its officers or employees; nor shall any posted material violate or have the effect of violating any law, rule or regulation.

(B) Posted notices must be dated and bear the signature of the Union's authorized representative.

(C) A violation of these provisions shall be a basis for removal of bulletin board privileges by the agency head.

(D) The state will provide the e-mail addresses of all bargaining unit employees under the same guidelines the same guidelines as stipulated with respect to bulletin boards.

SECTION 4 - Employee Lists

The State will upon request, on a quarterly basis, provide the Union with a list giving the name, home address on file, position title, and gross salary for each employee in the bargaining unit. This list will be prepared on the basis of the latest information on file at the time the list is prepared.

SECTION 5 - Broad Banding Occupational Level Lists

Upon request, the State will provide a list of position occupational levels for bargaining unit members to the authorized Union representative.

SECTION 6 - Representative Access

(A) The State agrees that designated representatives of the Union, whether local, state or national Union representatives, shall have access to the premises of the State where bargaining unit members are employed, consistent with applicable law.

(B) If any area of the State's premises is restricted to the public, permission may 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 only for the purpose of investigating an employee's grievance.

SECTION 7 – Negotiation Committee

(A) The Union may designate certain employees within the Unit to serve on its Negotiation Committee, and such employees will be granted time off with pay to attend negotiating sessions with the State. No individual 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 paid all employees on the Negotiation Committee during the term of the Agreement shall not exceed two hundred fifty (250) hours. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(B) No more than one (1) 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.

FPD - SNPU Union Proposal
Article 15
October 31, 2011
Page 1 of 1

Article 15

SCOPE OF PROFESSIONAL RESPONSIBILITIES

An employee who is required to be licensed or certified as a condition of employment shall not be assigned duties that directly violate the requirements of such license or certification. **Employees will be reimbursed for all costs associated with certification(s) and/or licensures required for the performance of their employment.**

FPD-SNPU Union Proposal
Article 23
October 31, 2011
Page 1 of 1

Article 23
INSURANCE BENEFITS/RETIREMENT

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with the General Appropriations Act for the applicable year and, if provided, the Summary Statement of Intent, as well as any statutory provision affecting the plan or its operation. **The State will cease the required 3% contribution to the FRS and will reimburse them for the current required FRS contribution.**

Article 25
WAGES

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year **2012-2013** General Appropriations Act as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands. **Employees will receive an 8% increase in wages.**

(B) Increases to base rate of pay shall be in accordance with state law and the Fiscal Year **2012-2013** General Appropriations Act.

SECTION 2 – Savings Sharing Program

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

SECTION 3 – Performance Pay

Each agency is authorized to grant merit pay increases to employees based upon exemplary performance.

SECTION 4 – Special Pay Issue – Department of Children and Families, Economic Self-Sufficiency Program, Automated Community Connection to Economic Self-Sufficiency (ACCESS) Program

The Automated Community Connection to Economic Self-Sufficiency (ACCESS) Program was awarded federal funds for achieving a low error rate in the determination of client eligibility for food stamps. Appropriations in the Department of Children and Families Economic Self-Sufficiency Program and salaries and benefits appropriation category are approved in the FY 2010-2011 General Appropriations Act to provide a one-time salary bonus of \$500 plus applicable taxes to reward the eligible employees of the ACCESS program for their superior achievement and national recognition in the Supplemental Nutrition Assistance Program. The bonus is effective July 1, 2010.

FPD-SNPU Union Proposal
Article 27
October 31, 2011
Page 1 of 1

**Article 27
PREVAILING RIGHTS**

All pay and benefit provisions published in the Rules of the State Personnel System which cover employees in the Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of the Agreement.

The Federation of Physicians and Dentists (FPD) - Selected Exempt Service Supervisory Non-Professional Unit (SNPU) CBU 86 Fiscal Year 2012-2013		
Union/Issue	Estimated Cost	Comments
Article 3: Union proposes incorporating the Dues Check off language from the SES Physicians Unit Agreement in effect during FY 2010-2011.	N/A	This proposal is currently under negotiations with the state. The state has not provided a response to this proposal at this time.
Article 5, Section 3: A provision is inserted that states "the state will provide the e-mail addresses of all bargaining unit employees under the same guidelines as stipulated with respect to bulletin boards.	N/A	This proposal is currently under negotiations with the state. The state has not provided a response to this proposal at this time. There may be concerns with emails submitted to bargaining unit employees especially if there is a heavy volume of email correspondence.
Article 16: A provision is inserted that states "employees will be reimbursed for all costs associated with certifications and/or licensures required for the performance of their employment.	Indeterminate	A reasonable estimate cannot be readily calculated for this proposal because the People First System is not up-to-date with licensures and certifications required of certain state employees and a huge number have expired certifications and licensures. Information in People First would need to be verified with the agency to determine if a certification or licensure is required to perform the job functions within a specified position and whether the certification or licensure is currently valid. The majority of the classes that are marked in People First requiring a certification or licensure are not within this collective bargaining unit.
Article 23: A provision is inserted that states the State shall cease the 3% required employee contribution to the FRS and reimburse employees for any required contributions.	\$3.4M/\$1.8M NR	This calculation was based on People First system for positions identified within the CBU. 1545 positions were identified who would receive a one time 3% reimbursement and no longer contribute 3% to FRS in 2012-2013.
Article 23, Section 1: Amends the Fiscal Year from 2011-2012 to 2012-2013 and requires an across-the-board pay increase of eight percent.	\$5.9M	An 8% salary increase was calculated for the CBU. LAS/PBS was the source used for the calculation. Costing prepared by OPB.
Article 25, Section 4: A new provision is inserted that separates special pay issues such as the DCF ESS Program provides a one-time bonus for employees working in the Automated Community Connection to Economic Self-Sufficiency (ACCESS) effective July 1, 2010.	N/A	This provision appears only to identify in a separate section for special pay issues.
Article 27: proposes incorporating the Prevailing Rights language from the SES Supervisory Non-Professional Unit Agreement in effect during FY 2010-2011.	N/A	This proposal extends the agreement for an additional three year period from July 2012 to June 2015.

Federation of Physicians and Dentists
Selected Exempt Service (SES) Supervisory Non-Professional Unit – State Personnel System
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Article	State Proposals	Union Proposals	Comments
2 – Gender Reference	State’s 12-05-11 Proposal: Status quo.	No Proposal Offered.	
3 - Vacant	State’s 12-05-11 Proposal: Status quo.	Union’s 10-31-11 Proposal: Reinstate Dues Checkoff language from Article 3 of the SES Supervisory Non-Professional Unit Agreement in effect during FY 2010-2011, into the current vacant article.	Dues Deduction provisions are addressed in Chapter 447.303, F.S. The 2011 Legislature through impasse resolution accepted the State’s position to vacate Article 3.
4 – No Discrimination	State’s 12-05-11 Proposal: Incorporates grammatical changes, and proposes: revising the Section 1 header title by replacing “Physical Handicap” with “Disability,” clarifies the method of review for employee claim of unlawful discrimination against the State.	No Proposal Offered.	

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Article	State Proposals	Union Proposals	Comments
5 – Union Activities and Employee Representation	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and clarifies that the term “employee” used in the Agreement means an employee included in the bargaining unit, and</p> <p>clarifies that all collective bargaining is to be conducted by state representatives designated by the Governor for that purpose, and</p> <p>clarifies that employees who serve on the union’s negotiation committee will be granted administrative leave to attend negotiations with the State.</p>	<p>Union’s 10-31-11 Proposal:</p> <p>Union proposes that the State provide the Union the e-mail addresses of unit employees.</p>	<p>The State has a concern over where employees work e-mail addresses would go after being provided to the Union.</p>
6 – Grievance Procedure	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and proposes:</p> <p>an Appendix B to include a collective bargaining grievance form and a Appendix C to include a request for arbitration form,</p>	<p>No Proposal Offered.</p>	

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Article	State Proposals	Union Proposals	Comments
	<p>that the parties may by written agreement submit a grievance for mediation, and</p> <p>issues of arbitrability, including timeliness, will be separated from substantive issues of the grievance.</p>		
7 – Employee Standards of Conduct	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes only.</p>	No Proposal Offered.	
8 – Employee Rights	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes only.</p>	No Proposal Offered.	
10 – Career Opportunities	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes only.</p>	No Proposal Offered.	
11 – Classification and Pay Plan	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes only.</p>	No Proposal Offered.	

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Article	State Proposals	Union Proposals	Comments
12 – Personnel File	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and clarifies the State’s practice that an employee’s official personnel file is maintained by the employing agency, not by the Department of Management Services.</p>	No Proposal Offered.	
13 - Safety	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and clarifies that when an employee believes a condition exists in violation of a health or safety rule, the employee will report the condition.</p>	No Proposal Offered.	
14 – Review and Performance Evaluations	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and clarifies that the performance of employees shall be evaluated in accordance with Rule 60L-35, Florida Administrative Code.</p>	No Proposal Offered.	

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Article	State Proposals	Union Proposals	Comments
15 – Scope of Professional Responsibilities	State’s 12-05-11 Proposal: Incorporates grammatical changes only.	Union’s 10-31-11 Proposal: Union proposes reimbursement of costs associated with certifications and licensures required for performance of employee’s employment.	
16 – Employment Outside State Government	State’s 12-05-11 Proposal: Incorporates grammatical changes, and clarifies that permission to perform other employment outside state government shall not be unreasonably withheld provided the outside employment does not conflict with the employee’s state employment nor with the employing agency’s procedures limiting outside employment.	No Proposal Offered.	
17 – Drug Testing	State’s 12-05-11 Proposal: Incorporates grammatical changes only.	No Proposal Offered.	

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Article	State Proposals	Union Proposals	Comments
18 – Hours of Work/Overtime & Leaves of Absence	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, clarifies that the general requirements for leave accrual, approval and use are governed by Rule 60L-34, Florida Administrative Code and Chapter 110.219, Florida Statutes, and strikes duplicate language from Rule 60L-34, F.A.C.</p>	No Proposal Offered.	
19 - Holidays	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, clarifies that employees are entitled to the holidays identified in section 110.117, Florida Statutes, and clarifies that an employee’s personal holiday is governed by section 110.117; Florida Statutes.</p>	No Proposal Offered.	

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Article	State Proposals	Union Proposals	Comments
20 - Training	State's 12-05-11 Proposal: Incorporates grammatical changes, and strikes the provision that the Governor will seek the Legislature's approval to continue the tuition-free courses provision in the General Appropriations Act.	No Proposal Offered.	
21 – Travel Expenses	State's 12-05-11 Proposal: Incorporates grammatical changes and clarifying language only.	No Proposal Offered.	
22 – Replacement of Personal Property	State's 12-05-11 Proposal: Incorporates grammatical changes only.	No Proposal Offered.	
23 – Insurance Benefits	State's 12-05-11 Proposal: Proposes New title: <i>Insurance and Retirement Benefits</i> Proposes Section 1 header – <i>State Employee Group Insurance Program,</i>	Union's 10-31-11 Proposal: Proposes adding "Retirement" to the Article's title; replacing current language with language from the SES Supervisory Non-Professional Unit Agreement, Article 23, in effect during FY 2010-2011; and proposes that the State cease the required 3% contribution to the FRS	Estimated cost of union's proposal: \$3.4m/\$1.8m NR

Federation of Physicians and Dentists
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Article	State Proposals	Union Proposals	Comments
	<p>Proposes a Section 2 header – <i>Retirement</i>, and adds retirement language:</p> <p>Consistent with § 121.011(3)(d), Florida Statutes, and <i>Florida Sheriff's Association v. Dept. of Admin.</i>, 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits, rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.</p>	<p>and will reimburse employees for the current required FRS contribution.</p>	

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Article	State Proposals	Union Proposals	Comments
24 – Call Back	<p>State’s 12-05-11 Proposal:</p> <p>Proposes to vacate the Article.</p>	<p>No Proposal Offered.</p>	<p>The bargaining unit is comprised of Selected Exempt Service supervisory non-professional employees, which are not eligible to receive the salary additives in Rule 60L-32, Florida Administrative Code. Employees designated as “included” under the Fair Labor Standards Act (FLSA) are compensated in accordance with the FLSA.</p>
25 - Wages	<p>State’s 12-05-11 Proposal:</p> <p>Pay shall be in accordance with the Fiscal Year 2012-13 General Appropriations Act.</p>	<p>Union’s 10-31-11 Proposal:</p> <p>Union proposes that employees will receive an 8% increase in wages.</p>	<p>Estimated cost of union’s proposal: \$5.9m.</p>
26 – Printing of the Agreement	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and clarifies that a copy of the Agreement shall be maintained on the Department of Management Services’ website.</p>	<p>No Proposal Offered.</p>	

Federation of Physicians and Dentists
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Article	State Proposals	Union Proposals	Comments
27 - Vacant	State's 12-05-11 Proposal: Status quo.	Union's 10-31-11 Proposal: Union proposes incorporating the Prevailing Rights language from the SES Supervisory Non-Professional Unit Agreement, Article 27, in effect during FY 2010-2011.	Current State law addresses the employer's obligation to negotiate over proposed changes in terms and conditions of employment and provides a remedy for violations through PERC and the courts. Contract language is redundant and creates potential for inconsistent interpretation and application of the law by arbitrators. The 2011 Legislature through impasse resolution accepted the State's proposal to vacate Article 3.
28 – Management Rights	State's 12-05-11 Proposal: Status quo.	No Proposal Offered.	

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Article	State Proposals	Union Proposals	Comments
29 – Entire Agreement	<p>State’s 12-05-11 Proposal:</p> <p>Incorporates a grammatical change to strike the words “upon ratification,” and proposes:</p> <p>Deletion of Section (D) that authorizes the parties to reopen a certain number of articles for negotiations in specific Fiscal Years.</p>	<p>Union’s 10-31-11 Proposal:</p> <p>Union proposes reopener negotiations for FY 2013-2014 and FY 2014-2015.</p>	<p>If the agreement is not ratified by all parties pursuant to section 447.309, F.S., the legislative impasse resolution shall take effect as of the date of the legislative action for the remainder of the first fiscal year which was subject to negotiations; the legislative action shall not take effect with respect to preamble, recognition, and duration clauses.</p> <p>The State proposes a 1-year agreement from July 1, 2012 to June 30, 2013 in Duration Article.</p>
30 – Savings Clause	<p>State’s 12-05-11 Proposal:</p> <p>Status quo.</p>	No Proposal Offered.	



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

December 5, 2011

TRANSMITTED VIA ELECTRONIC MAIL

Mr. Nathaniel Wright, President
Florida State Fire Service Association, Local S-20
208 Odham Drive
Sanford, Florida 32773

Dear President Wright,

Thank you for your continued professionalism during our collective bargaining negotiations. The State of Florida has considered the proposals you provided for the Fiscal Year 2012-13 Fire Service Unit collective bargaining agreement during our initial successor agreement negotiations held on October 27, 2011.

The state proposes we maintain the status quo, with minor grammatical changes, for the following articles as the parties have not proposed changes to date:

Article 1 – Recognition
Article 2 – Gender Reference
Article 3 – Vacant
Article 4 – No Discrimination
Article 8 – Workforce Reduction
Article 15 – Probationary Status
Article 19 – Outside Employment
Article 22 – Personal Property – Replacement and/or Reimbursement
Article 28 – Vacant
Article 29 – Vacant
Article 31 – Management Rights
Article 33 – Savings Clause

The parties will continue to negotiate proposed changes to the following articles:

Article 5 – Representation Rights (both parties propose changes)
Article 6 – Grievance Procedure (both parties propose changes)
Article 7 – Disciplinary Action (both parties propose changes)

Please direct all correspondence to:
Office of General Counsel | 4050 Esplanade Way, Suite 160 | Tallahassee, Florida 32315-0950
Tel: 850.487.1082 | Fax: 850.922.6312

www.dms.MyFlorida.com

President Nathaniel Wright

December 5, 2011

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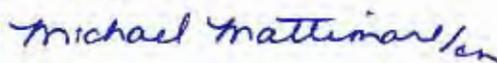
- Article 9 – Voluntary Reassignment, Transfer, Change in Duty Station, and Promotions (both parties propose changes)
- Article 10 – Occupation Profiles/Rules Maintained /Documentation (proposed title change to Occupation Profiles/Rules (both parties propose changes)
- Article 11 – Classification Review (union proposes changes; state proposes status quo)
- Article 12 – Personnel Records (both parties propose changes)
- Article 13 – Health and Welfare (both parties propose changes)
- Article 14 – State Vehicles and Vessels (both parties propose changes)
- Article 16 – Retirement (state proposal)
- Article 17 – Allowances and Reimbursements (both parties propose changes)
- Article 18 – Leaves of Absence (state proposal)
- Article 20 – Training and Education (union proposes changes; state proposes status quo)
- Article 21 – Committees (union proposes changes; state proposes status quo)
- Article 23 – Hours of Work and Overtime (both parties propose changes)
- Article 24 – On-Call Assignment, Call-Back and Residency (both parties propose changes)
- Article 25 – Wages (both parties propose changes)
- Article 26 – Vacant (union proposes new Safety article; state proposes Vacant)
- Article 27 – Uniforms (both parties propose changes)
- Article 30 – Prevailing Rights (state proposes Vacant)
- Article 32 – Entire Agreement (state proposal)
- Article 34 – Duration (state proposal)

Written contract proposals are included for your consideration and response. We will continue to negotiate and to seek resolution of any unresolved issues.

By separate copy, you will be provided with the proposed salaries and benefits in the Governor's Fical Year 2012-13 legislative budget request.

Please do not hesitate to contact me with any requests.

Sincerely,



Michael Mattimore
Chief Labor Negotiator

MM/psr

Enclosures

cc: Management Advisory Council and State Bargaining Team
Michael Sevi, Assistant General Counsel, Executive Office of the Governor

Article 1
RECOGNITION

SECTION 1 - Recognition

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

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 2
GENDER REFERENCE

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 3
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 4
NO DISCRIMINATION

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

(A) The State and the Association FSFSA shall not discriminate against any employee for any reason prohibited under Florida Statutes or any Federal Law.

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

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

SECTION 2 – Non-Discrimination Policy – Association FSFSA Membership

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

**Article 5
REPRESENTATION RIGHTS**

SECTION 1 – Definitions

(A) The term “employee” as used in this Agreement, shall mean an employee included in the bargaining unit or represented by the Florida State Fire Service Association (FSFSA). The State recognizes and agrees to deal with designated grievance representatives of FSFSA on all matters relating to grievances.

(B) The term "Grievance Representative," as used in this Agreement, shall mean a bargaining unit member officially designated by the President of the Florida State Fire Service Association FSFSA to investigate grievances. The state recognizes and agrees to deal with designated grievance representatives of the FSFSA on all matters relating to grievances.

SECTION 2 – Designation of Employee Representatives

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

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

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

SECTION 3 – Access

(A) The State agrees that accredited representatives of the Florida State Fire Service Association FSFSA shall have access to the premises of the State, which are available to the public.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

(B) If any area of the Sstate'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.

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

SECTION 4 – Distribution of Literature

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

SECTION 5 – Use of State Facilities for Meetings

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

SECTION 6 – Bulletin Boards

(A) Where requested in writing, the Sstate agrees to furnish in Sstate-controlled facilities to which bargaining unit employees are assigned, wall space not to exceed 24x36” for Association FSFSA-purchased bulletin boards of an equal size. Such bulletin boards will be placed at a Sstate facility in an area normally accessible to, and frequented by, covered employees. Once a location has been established, it shall not be moved without notice.

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

- (1) Recreation and social affairs of FSFSA,
- (2) FSFSA meetings,
- (3) FSFSA elections,
- (4) Reports of FSFSA committees,
- (5) FSFSA benefit programs,
- (6) Current FSFSA contract,
- (7) Training and educational opportunities, and

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(8) Other materials pertaining to the welfare of FSFSA members with Agency approval and such approval shall not be unreasonably denied.

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

(10) Notices of wage increases for covered employees.

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

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

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

SECTION 7 – Use of State Phones

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

SECTION 8 – Consultations

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

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

(C) Upon request by the designated FSFSA Staff Representative, the Step 1 Management Representative and/or his designee(s) and the designated FSFSA Staff Representative, with not more than two (2) FSFSA representatives from the Agency, shall make a good faith effort to

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meet and consult. Such meetings shall be held at a mutually agreeable time and place to be designated by the Step 1 Management Representative.

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

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

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

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

SECTION 9 – Negotiations

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

(B) The FSFSA may designate up to six (6) employees within the Unit to attend each single-day session as Negotiation Committee members and such employees will be granted administrative leave with pay to attend negotiating sessions with the Sstate. If travel to and from negotiations unavoidably occurs on the participant's scheduled work days immediately preceding or following a day of negotiation, Unit employees shall be eligible to receive leave with pay on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. No individual employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The

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Agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

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

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State's Chief Labor Negotiator

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President and Chief Negotiator

Date

Article 6
GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article:

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

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

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

SECTION 2 – Election of Remedy and Representation

(A) If an employee or **the** FSFSA has a grievance which may be processed under this Article which may also be appealed to the Florida Public Employees Relations Commission, the employee or **the** FSFSA shall elect at the outset which procedure is to be used and such election shall be binding on the employee or **the** FSFSA. 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 Step 1 (or the initial written step if authorized by the provisions of this Article) whether **or not** he shall be represented by **the** FSFSA. When the employee has elected FSFSA representation, both the employee and **the** FSFSA Representative shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the

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employee and the FSFSA representative, and any decision mutually agreed to by the State and the FSFSA shall be binding on the employee.

(C) If the employee is not represented by the FSFSA, any adjustment of the grievance shall be consistent with the terms of this Collective Bargaining Agreement. The FSFSA shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the Parties to the Agreement.

The FSFSA shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the FSFSA.

SECTION 3 – Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

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

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

(D) Once a grievance is presented, no new violation or issue can be raised, unless the Parties mutually agree in writing to revise or amend the alleged violations or issues, or for good cause, but in no event less than seven (7) days prior to any arbitration hearing. When an issue is unchanged, but it is determined that an article, section, or paragraph of the Agreement has been cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.

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

(F) If a grievance meeting is held, or and a required participant must requires travel time during the working time of a required participant, the reasonable travel time will be deemed time worked. A required participant is defined as the grievant, the designated union FSFSA Grievance Representative located in the grievant's District, or in the event of no designated union representative in the grievant's District the union FSFSA Grievance Representative from the nearest District if there is no designated representative in the grievant's district, and any person required by the State to attend. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked. All grievance meetings shall be held at times

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Michael Mattimore
State's Chief Labor Negotiator

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and locations mutually agreed to by the parties. Unless mutually agreed otherwise, all meetings shall be held within fifty (50) miles of the grievant's place of work.

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

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

(I) Grievance Processing. Grievances shall be filed and processed in the following manner:

(1) Step 1:

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

(Bb) The Step 1 Management Representative or his designee may meet with the employee and/or the FSFSA Grievance Representative, and shall communicate a decision in writing to the employee and ~~to~~ FSFSA Grievance Representative, if any, within fourteen (14) days following receipt of the grievance form. If the Step 1 Management Representative fails to respond within the time limit, it shall be deemed a denial.

(2) Step 2:

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Michael Mattimore
State's Chief Labor Negotiator

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

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

(3) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a disciplinary grievance alleging only a violation of Article 7, is not resolved at Step 2, the employee or FSFSA Grievance Representative may submit it to the Department of Management Services within 14 days after receipt of the decision at Step 2.

(b) The Department of Management Services shall meet with the employee and/or the FSFSA Grievance Representative, if any, to discuss the grievance, and shall communicate a decision in writing to the FSFSA within fourteen (14) days following receipt of the written grievance.

(4) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), either prior to the grievance being submitted to arbitration or after it has been submitted but before a hearing is scheduled. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

Step 3. (5) Arbitration

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Michael Mattimore
State's Chief Labor Negotiator

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(Aa) If ~~the~~ a disciplinary grievance alleging only a violation of Article 7 is not resolved at Step 2, the FSFSA may appeal the grievance to arbitration within ~~fourteen (14)~~ days after receipt of the decision at Step 2. If a contract language dispute as described in (3), above, is not resolved at Step 3, the FSFSA may appeal the grievance to arbitration within 14 days after receipt of the decision at Step 3. If, at the initial written step, ~~the~~ FSFSA declined to represent the employee because he was not a member of ~~the~~ FSFSA, the employee may appeal the grievance to arbitration. The grievance appeal to arbitration shall be filed with the Department of Management Services on the form contained in Appendix C and shall include a copy of the grievance forms submitted at Steps 1, and 2, and 3 (if applicable), together with all written responses and documents in support of the grievance. The Department of Management Services may have a meeting with the FSFSA Staff Representative or his designee to discuss the grievance.

(Bb) The arbitrator shall be ~~one person~~ chosen from a panel of at least four (4) arbitrators selected by the ~~P~~parties.

(Cc) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be held at times and locations mutually agreed to by the parties; however, unless mutually agreed otherwise, all hearings shall be held within ~~fifty (50)~~ miles of the grievant(s)' place of work.

(d) Issues of arbitrability, including timeliness, shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, another arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of (5)(b) of this Article.

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

(1) The arbitrator shall issue his decision not later than ~~fourteen (14)~~ days from the date of the closing of the hearing or the submission of briefs, whichever is later.

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(2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

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

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

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

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

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

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

(a1) No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration.

(b2) The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced by the amount of wages earned from other sources excluding unemployment compensation received by the employee during the period of time affected by the award.

(eg) The reasonable fees and expenses of the arbitrator shall be borne equally by the parties for the first five (5) matters submitted for arbitration in the respective contract year and thereafter the loser pays the fees and expenses of the arbitration. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

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

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State's Chief Labor Negotiator

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President and Chief Negotiator

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SECTION 4 – Time Limits

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

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

(C) Claims of either an untimely filing or untimely appeal shall be made at the step in question. **In the event a grievance is asserted to be untimely, at arbitration the parties will submit the issue of timeliness to be resolved prior to the submission of the merits of the grievance.**

SECTION 5 – Exceptions

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

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

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

(2) The FSFSA shall have the right to bring a class action grievance on behalf of **bargaining Unit** employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The FSFSA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within **fourteen (14)** days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

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Michael Mattimore
State's Chief Labor Negotiator

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Nathaniel Wright
President and Chief Negotiator

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Article 7
DISCIPLINARY ACTION

(A) An employee who has satisfactorily completed at least a one-year probationary period in their current position may be disciplined or discharged only for just cause as provided in Section 110.227, Florida Statutes.

~~(B) An employee who has not attained permanent status in their current position shall not have access to the grievance procedure in Article 6 when dismissed, except to the extent permitted by Article 15. Reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals may be effected by the state at any time. The state will make a good faith effort to initiate a disciplinary action within 60 days of knowledge of the event giving rise to the disciplinary action. Such disciplinary actions shall be grievable for employees with permanent status in their current position in accordance with the grievance procedure in Article 6.~~

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

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

(E) Letters of counseling are not disciplinary actions and not grievable. Letters of counseling may be used at arbitration only to show that an employee was placed on notice of a rule not as an example of prior discipline. They shall not be relied upon for the purposes of promotional decisions or performance evaluations if the conduct resulting in the letter is not repeated in the following twelve (12) months.

~~(F) Suspensions, Dismissal, Reductions in Pay, and Demotions resulting in a loss of pay may be challenged under Article 6 through arbitration.~~ Reprimands shall be subject to the grievance procedure as follows:

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

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

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

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

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Nathaniel Wright
President and Chief Negotiator

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Article 8
WORKFORCE REDUCTIONS

SECTION 1 – Layoffs

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

(1) ~~For bargaining Unit employees, the~~ The competitive area within which layoffs will be affected shall be defined as statewide within each agency.

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

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

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

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

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

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

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

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

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the agency's established cutoff date. One (1) point

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Michael Mattimore
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shall be deducted for each month an employee has a rating below performance expectations.

(6) The layoff list shall be prepared by totaling retention points. Employees eligible for veterans' preference pursuant to Section 295.07(1)(a) or (b), Florida Statutes, shall have ten percent added to their total retention points, and those eligible pursuant to Section 295.07(1)(c) or (d) shall have five percent added.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 – Recall

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

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

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

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

SECTION 3 – Job Security

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

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Nathaniel Wright
President and Chief Negotiator

Date

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

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

SECTION 1 – Definitions

As used in this Article:

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

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

(C) "Broadband level" shall mean ~~the same level within the employee's current occupation within the State classification system~~ all positions which are sufficiently similar in knowledge, skills, and abilities, and sufficiently similar as to kind or subject matter of work, level of difficulty or responsibilities, and qualification requirements of the work, to warrant the same treatment as to title, pay band, and other personnel transactions.

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

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

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

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

For the State

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Nathaniel Wright
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Date

SECTION 2 – Procedures

(A) An employee who has satisfactorily completed at least a one-year probationary period in ~~their~~ **his** current position may apply for a reassignment, transfer, change in duty station, or promotion on a Request for Reassignment, Transfer, Change in Duty Station, and Promotion Form (supplied by the agency). Such ~~R~~**re**quests shall indicate the broadband level(s), county(ies), ~~duty station,~~ and/or shift(s) to which the employee would like to be reassigned, transferred, ~~change of duty station~~ or promoted. When the employee requests reassignment to a different position in a different broadband level, or ~~a~~ **a** promotion, a State of Florida Employment Application Form must be completed and sent with the ~~R~~**re**quest ~~F~~**o**rm.

(B) An employee may submit a Request for Reassignment, Transfer, Change in Duty Station, and Promotion Form at any time; however, all such ~~R~~**re**quests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request for Reassignment, Transfer, Change in Duty Station, and Promotion Forms shall be submitted to the agency head or ~~his~~ **his** designee who shall be responsible for furnishing a copy of each ~~such~~ **such** ~~R~~**re**quest to the management representatives who have the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment, transfer, change in duty station, or promotion.

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

(E) The hiring authority shall normally fill a permanent vacancy with the applicant who has the greatest length of service in the broadband level and who has a Request ~~for Reassignment Form~~ on file for the vacancy. The parties agree, however, that other factors, such as employees' work history and agency needs, will be taken into consideration in making the decision as to whether ~~or not~~ the applicant with the greatest length of service in the ~~class/occupational broadband~~ level will be placed in the vacant position.

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

(G) When an employee has been reassigned, transferred, or promoted, or had his duty station changed ~~duty station, or promoted~~ pursuant to a Request filed under this Article, all other pending Requests for Reassignment, Transfer, Change in Duty Station, and Promotion from that employee shall be canceled. No other Request ~~for Reassignment, Transfer, Change in Duty Station, and Promotion~~ may be filed by the employee under this Article for a period of twelve (12) months following the employee's reassignment, transfer, change in duty station, or promotion. If an employee declines an offer of reassignment, transfer, change in duty station, or promotion pursuant to a Request filed under this Article, the employee's Request shall be canceled and the employee will not be eligible to resubmit that Request for a period of twelve (12) months from the date the employee declined the offer ~~of reassignment, transfer, change in duty station, or promotion~~.

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

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

SECTION 4 – Notice

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

SECTION 5 – Relocation Allowance

An employee who is involuntarily reassigned and ~~who is~~ required to relocate his residence shall be granted time off with pay for one (1) work day for purposes of relocating his residence. 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.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

SECTION 6 – Grievability

The provisions of this Article regarding voluntary reassignment, transfer, change in duty station, or promotion, shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the provisions of Paragraph (E) of Section 2(E), and Section 3 may be grieved in accordance with Article 6, up to and including Step 2 of the Grievance Procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 10

OCCUPATION PROFILES/RULES MAINTAINED/ DOCUMENTATION

SECTION 1 – Occupational Profiles/Rules Maintained

(A) The State will maintain on the Internet the Occupation Profiles and the Personnel Rules of the State Personnel System which it has published, and which affect employees within the bargaining Unit on the Department of Management Services' website.

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

SECTION 2 – Documentation

The State shall use best will make a good faith efforts to provide the FSFSA with the following:

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

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

(C) A copy of any department or Division's Agency rules, regulations or policies which affect the employees' wages, hours, and terms and conditions of employment shall be made available to all bargaining unit employees.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 11
CLASSIFICATION REVIEW

SECTION 1 – Additional Duties

(A) When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official Occupation Profile to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or his designee shall review the duties as requested. The employee will receive a copy of the written decision within 60 days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed. If the decision is to reclassify the position and the employee is to receive a promotional pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review.

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

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

SECTION 2 – Work Load Quotas

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 12
PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee, which shall be maintained in the central personnel office of by the employing agency unless a different location is designated by the Secretary of the Department of Management Services or its designee which may be a contractor. Information in an employee's official personnel file shall only refer to matters concerning (affecting) the employee's job or related to his Sstate employment.

(B) If any derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee will have the right to answer any such material within six (6) months of placement in the file filed, and his answer will be attached to the file copy.

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

(D) Where the Agency Head or its designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee's personnel file in error or is otherwise invalid, such document shall be sealed in the file and shall be stamped "NOT VALID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State. after final action; provided, however, that the document shall be removed upon the employee's written request in accordance with the foregoing records schedule.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 13
HEALTH AND WELFARE

SECTION 1 – Insurance Benefits

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

SECTION 2 – Employee Assistance Program

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

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

SECTION 3 – Death In-Line-Of Duty Benefits

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

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

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

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

SECTION 4 – ~~Division of Forestry~~ Florida Forest Service Fire Fighter Health and Physical Fitness Standards Program

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

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

(1) Fitness Technicians must maintain a current AED CPR card or higher.

(2) Fitness technicians will provide fitness, health, nutrition, and wellness information to all bargaining unit employees, and the Fitness Technicians will be given opportunities to receive information and training in such areas as: nutrition, exercise physiology, etc.

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Nathaniel Wright
President and Chief Negotiator

Date

Date

- (B) ~~All Special Risk Job Classes, including Bargaining Unit~~ Employees, will be permitted to exercise a maximum of ~~three (3)~~ times per week for 30 minutes per session.
- (1) This is an employee optional activity and may be permitted if fire conditions, emergency activities or other priority work projects, (that have been approved by the Field Unit Manager), do not preclude such activities.
 - (2) Individual aerobic and/or strength exercises are authorized.
 - (3) Team sports are prohibited.
 - (4) If it is not possible for the employee to conduct aerobic exercises at the work site, then the employee must start and finish ~~their~~ ~~his~~ exercise session from their work site, and be able to respond back to the site within 15 minutes of notification.
 - (5) The acquisition of all exercise equipment is a local decision. However, state funds may not be used to purchase this equipment.
 - (6) The ~~DOF FFS~~ will not provide reduced memberships with any gyms or health clubs. This is a personal decision on the part of employees.
- (C) ~~DOF FFS~~ *Employee Health Exam & Fitness Test*
- (1) The ~~DOF FFS~~ employee *Health Exam & Fitness Test* is required for Special Risk employees hired or rehired after January 1, 1993, and includes the Initial or Annual Medical Examination and the Fitness Test. The Initial Medical Exam shall be in accordance with the ~~DOF FFS~~ approved edition of the National Fire Protection Association (NFPA 1582) Medical Requirements for Firefighters. The Initial and Annual Medical Exams standards for the pulmonary function test and the resting blood pressure limits are established by ~~DOF FFS~~. The Annual Medical Examination consists of specific components of the Initial Medical Examination, (Pulmonary Function Test & Resting Blood Pressure). For the *Annual Medical Exam*, employees are required to utilize the ~~DOF FFS~~ *Annual Medical Exam* standard. The employee has the option of utilizing the ~~DOF FFS~~ facility for the *Annual Medical Exam*, or obtaining certification to take the *Annual Fitness Test*, utilizing the ~~DOF FFS~~ *Annual Medical Exam* standard, from their personal physician (at personal cost). The Fitness Test currently is the United States Forestry Service (USFS) Work Capacity Test (WCT), also called the Pack Test. The employee must successfully complete the Medical Examination within ~~thirty (30)~~ days prior to taking the Fitness Test.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

- (2) ~~Bargaining unit~~ Employees who fail the *Annual Fitness Test*; due to fitness reasons; will not be allowed to perform wildfire suppression duties until they retake and pass the *Annual Fitness Test*. The employee will be mandated to perform physical fitness training as described in (B); and will be permitted up to twelve (12) months and a minimum of four (4) attempts, at three (3) month intervals or less, to retake the *Annual Fitness Test*.
- (3) ~~Bargaining unit~~ Employees who fail the *Annual Medical Exam* will be placed on sick leave until they provide a personal physician’s statement allowing them to work in a modified duty capacity. If the employee provides a personal physician’s statement releasing ~~them~~ him to full duty status and successfully completes the *Annual Medical Exam*; at a ~~DOF FFS~~ medical examination facility; or ~~are~~ is certified to take the *Annual Fitness Test*; utilizing the ~~DOF FFS~~ *Annual Medical Exam* standard, by ~~their~~ his personal physician (at personal cost), ~~they~~ he will be required to take the *Annual Fitness Test* within ~~thirty~~ (30) days of medical release to full duty status. Should the ~~bargaining unit~~ employee fail the *Annual Fitness Test* after release to full duty status, ~~he~~ she will be provided the opportunity to take the *Annual Fitness Test* in accordance with paragraph (C); (2) above.
- (4) ~~Bargaining unit~~ Employees who have exhausted all attempts to pass the *Annual Medical Exam and/or Fitness Test*, may be offered a vacant position that does not include fire fighting duties in the Department of Agriculture and Consumer Services. If another position cannot be identified and agreed upon, termination may result.
- (5) The ~~DOF FFS~~ employee *Annual Fitness Test* and the “National Fitness Test” will be conducted during the months of November, December and January. These two tests may be combined and taken as one test, with the National Fitness Test (~~three~~ (3) mile walk with 45 pound pack in 45 minutes) substituting for the ~~DOF FFS~~ employee *Annual Fitness Test* (~~two~~ (2) mile walk with 25 pound pack in 30 minutes).
- (6) If a candidate for hire is required to take the ~~DOF FFS~~ *Initial Fitness Test*, or an employee is currently scheduled to take the ~~DOF FFS~~ employee *Annual Fitness Test* **after** January 31st and **before** September 1st, the candidate or employee will take these tests as scheduled, and will take the ~~DOF FFS~~ employee *Annual Fitness Test* the upcoming November,

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Nathaniel Wright
President and Chief Negotiator

Date

Date

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 14
STATE VEHICLES AND VESSELS

SECTION 1 – Vehicle and Vessel Safety

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

SECTION 2 – Firefighting Equipment

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 15
PROBATIONARY STATUS

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

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

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 16
RETIREMENT

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

Consistent with § 121.011(3)(d), Florida Statutes, and *Florida Sheriff's Association v. Dept. of Admin.*, 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits, rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 17
ALLOWANCES AND REIMBURSEMENTS

SECTION 1 – Travel Expenses

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

SECTION 2 – Competitive Area Differential

~~The Department of Management Services shall review Competitive Area Differential adjustments salary additive requests by agencies shall continue in effect for the counties already identified. The respective agency shall submit a request to have the counties contained within the district of Caloosahatchee considered for competitive area differential and determine appropriate differentials~~ in accordance with ~~Chapter Rule~~ 60L-32, Florida Administrative Code.

SECTION 3 – Fee Reimbursements

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

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

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

(D) Reimbursement for commercial driver's license renewal fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

employer) which exceeds the cost of the regular noncommercial Class E driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 18
LEAVES OF ABSENCE

SECTION 1 – Leaves

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

SECTION 2 – Association Activities

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

SECTION 3 – Personal **Leave Holiday**

Employees shall be **allowed credited** a personal **leave day holiday to be granted** on July 1 **and employees that** must **be taken this personal day** by the end of each fiscal year.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 19
OUTSIDE EMPLOYMENT

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 20
TRAINING AND EDUCATION

The **Sstate** and the **Association FSFSA** recognize the importance of training programs in the development of **the employees of the State**.

SECTION 1 – Employee Education

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

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

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

SECTION 2 – Employee Training

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

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

SECTION 3 – Educational Assistance Plan

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

**Article 21
COMMITTEES**

SECTION 1 – Safety Committee

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

SECTION 2 – Other Committees

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 22

PERSONAL PROPERTY – REPLACEMENT AND/OR REIMBURSEMENT

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

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

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

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

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 23
HOURS OF WORK AND OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal work period for each full-time employee shall be ~~forty (40)~~ hours consisting of five (5) ~~eight (8)~~ hour, or four (4) ~~ten (10)~~ hour, days, or a ~~twenty-eight (28)~~ day, ~~one hundred and sixty (160)~~ hour period. The Department of Children and Families bargaining unit employees shall remain on a 28 day, 192 hour period, consisting of ~~twenty-four (24)~~ hours on-duty and ~~forty-eight (48)~~ hours off-duty.

(B) Management retains the right to schedule its employees; however, the Sstate 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 administered in accordance with the provisions of Chapter Rule 60L-34, Florida Administrative Code.

(D) Management retains the right to approve or disapprove time off for its employees. However, the Sstate 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 Agreement.

(E) The Sstate 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, up to Step 2 of the procedure.

SECTION 2 – Work Schedules, Vacation and Holiday Schedules

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

(B) Where practical, shifts, shift transfers, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. The Sstate and the

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Nathaniel Wright
President and Chief Negotiator

Date

Date

Association FSFSA understand that there may be times when the needs of the agency will not permit such scheduling; however, when an employee's shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee on the new shift or regular days off for a minimum of ~~twelve~~ (12) months unless otherwise requested by the employee.

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

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

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

SECTION 3 – Rest Periods

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

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

SECTION 4 – Work Day

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

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

SECTION 5 – Special Compensatory Leave

(A) Special compensatory leave will be earned and credited pursuant to Rule 60L-34, Florida Administrative Code. In no case shall the employee’s accrued special compensatory leave balance exceed 240 hours.

(B) In the event that the employee’s current special compensatory leave balance is at the 240 hour maximum, and the employee is required to work under conditions that would normally earn special compensatory leave credits, no additional special compensatory leave is earned.

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

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

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

SECTION 1 – On-Call

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

SECTION 2 – On-Call Fees

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

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

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

SECTION 3 – Call Back

(A) **When** ~~A~~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 beyond the employees scheduled hours of work for that day,** shall be credited for actual time worked, or a minimum of two (2) hours whichever is greater.

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

SECTION 4 – Residency Requirement

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

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Where the supervisor has knowingly permitted an employee to reside outside of the residency limits, the employee will not be required to move within the residency limits. If the employee changes residences in the future, the new residence will be within the limitation.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year ~~2011-2012~~ 2012-13 General Appropriations Act ~~as executed into law providing no competitive wage increase or change to the current pay grades or pay bands.~~

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year ~~2011-2012~~ 2012-13 General Appropriations Act.

SECTION 2 – Cash Payout of Annual Leave

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

SECTION 3 – Savings Sharing Program

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

SECTION 4 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to ~~Chapter~~ Rule 60L-35, Florida Administrative Code.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 26
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 27
UNIFORMS

SECTION 1 – Uniform Allowance and Maintenance

The State shall maintain its current practice of providing uniform allowance, boot reimbursement, and cleaning allowance. FSFSA employees who are currently required to wear uniforms in the Florida Forest Service and at the Florida State Hospital shall have a combined uniform maintenance, uniform purchase, and boot allowance pursuant to the Division of Forestry's agency's uniform policy.

SECTION 2 – Accessories

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

SECTION 3 – Non-Uniformed Employees

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 28
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 29
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 30
~~PREVAILING RIGHTS~~
VACANT

~~All pay and benefits provisions published in the State Personnel System and/or existing practices which cover employees in the bargaining unit and which are not specifically provided for or modified by this Contract shall continue in effect during the term of this Contract.~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 31
MANAGEMENT RIGHTS

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

Approved for the State

Michael Mattimore
State's Chief Labor Negotiator

Date

Approved for the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 32
ENTIRE AGREEMENT

SECTION 1 – Agreement/Reopeners

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

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

~~(C) The State and FSFSA agree that, in addition to Article 25, Wages, changes in any three (3) articles within this Agreement that FSFSA or the State desire to reopen shall be subject to negotiations for Fiscal Year 2010-2011, plus any articles under study as agreed to by the State and FSFSA.~~

~~(D) The State and FSFSA further agree that, in addition to Article 25, Wages, changes in any three (3) articles within this Agreement that FSFSA or the State desire to reopen shall be subject to negotiations during the second year of this Agreement for Fiscal Year 2011-2012.~~

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

SECTION 2 – Memorandum of Understanding/Settlements

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 33
SAVINGS CLAUSE

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 34
DURATION

SECTION 1 – Term

(A) This Agreement shall be effective upon ratification, and shall remain in full force and effect through the thirtieth day of June 2012 2013. This Agreement shall remain in full force and be effective during the period of negotiation, and may be extended in the manner set forth in the following paragraph.

(B) In the event that the State and the Association FSFSA fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

SECTION 2 – Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to FSFSA Local S-20, 11310 South Orange Blossom Trail #218, Orlando, Florida 32837 208 Odham Drive, Sanford, Florida 32773, and if by FSFSA shall be addressed to the Chief Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above, would apply only to those employees permanently or temporarily assigned to such areas.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FSFSA

Nathaniel Wright
President and Chief Negotiator

Date

Article 5 REPRESENTATION RIGHTS

SECTION 1 - Definitions

The State recognizes and agrees to deal with designated grievance representatives of FSFSA on all matters relating to grievances. The term "Grievance Representative," as used in this Agreement, shall mean a bargain unit member officially designated by the President of the Florida State Fire Service Association to investigate grievances.

SECTION 2 - Designation of Employee Representatives

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

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

(1) Upon request of an aggrieved employee, or upon filing of a grievance by FSFSA itself, a FSFSA grievance representative may investigate the grievance, provided it is in his/her existing district, except in the case of state level representatives who operate statewide or in the case of region level representatives who operate region wide, and may assist in the grievance presentation.

SECTION 3 - Access

(A) The State agrees that accredited representatives of the Florida State Fire Service Association shall have access to the premises of the State, which are available to the public.

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

~~(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.~~ Bargaining Unit members may request information, documentation, or other such public records utilized during investigations, grievances, and disciplinary issues directly affecting bargaining unit member(s) at no cost to the employee or his designated representative.

SECTION 4 - Distribution of Literature

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

SECTION 5 - Use of State Facilities for Meetings

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

SECTION 6 - Bulletin Boards

(A) Where requested in writing, the State agrees to furnish in State-controlled facilities to which bargaining unit employees are assigned, wall space not to exceed 24x36" for Association-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, covered employees. Once a location has been established, it shall not be-moved without notice.

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

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

Agency approval and such approval shall not be unreasonably denied.

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

(10) Notices of wage increases for covered employees.

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

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

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

SECTION 7 - Use of State Phones

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

SECTION 8 - Consultations

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

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

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

(D) All consultation meetings will be scheduled at a mutually convenient time and place. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of

pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

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

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

(G) Anytime consultation agenda topics include issues on firefighter safety, qualifications, training, or duties related to firefighting a representative from the Florida State Fire Marshall office Bureau of Fire Standards and training or higher office shall be present during consultations to act as an advisor to both the agencies and the bargaining unit on said such issues.

SECTION 9 - Negotiations

(A) FSFSA agrees that all collective bargaining is to be conducted with State representatives designated for that purpose by the Governor, as chief executive officer. Negotiating meetings may be held in Tallahassee unless the State and FSFSA mutually agree to meet elsewhere at a State facility or other location which involves no rental cost to the State. There shall be no negotiation by FSFSA at any other level of State government.

(B) FSFSA may designate up to six (6) employees within the Unit to attend each single-day session as Negotiation Committee members and such employees will be granted leave with pay to attend negotiating sessions with the State. If travel to and from negotiations unavoidably occurs on the participant's scheduled work days immediately preceding or following a day of negotiation, Unit employees shall be eligible to receive leave with pay on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. No individual employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The Agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

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

(D) Anytime negotiations articles are "opened" that include issues on firefighter safety, qualifications, training, or duties related to firefighting a representative from the Florida State Fire Marshall office Bureau of Fire Standards and training or higher office shall be present during negotiations to act as an advisor to both the agencies and the bargaining unit on said such issues.

Article 6 GRIEVANCE PROCEDURE

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

SECTION 1 - Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement.

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

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

SECTION 2 - Election of Remedy and Representation

(A) If an employee or FSFA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the employee or FSFA shall elect at the outset which procedure is to be used and such election shall be binding on the employee or FSFA. 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 Step 1 (or the initial written step if authorized by the provisions of this Article) whether or not he shall be represented by FSFA. When the employee has elected FSFA representation, both the employee and FSFA Representative shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the FSFA representative, and any decision mutually agreed to by the State and the FSFA shall be binding on the employee.

(C) If the employee is not represented by the FSFA, any adjustment of the grievance shall be consistent with the terms of this Collective Bargaining Agreement. FSFA shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the Parties to the Agreement.

The FSFA shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the FSFA.

SECTION 3 - Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

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

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

(D) Once a grievance is presented, no new violation or issue can be raised, unless the Parties mutually agree in writing to revise or amend the alleged violations or issues or for good cause but in no event less than seven (7) days prior to any arbitration hearing. When an issue is unchanged, but it is determined that an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.

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

(F) If a grievance meeting is held or requires travel time during the working time of a required participant, the reasonable time will be deemed time worked. A required participant is defined as the grievant, the designated union representative located in the grievant's District or in the event of no designated union representative in the grievant's District the union representative from the nearest District, and any person required by the State to attend. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked. All grievance meetings shall be held at times and locations mutually agreed to by the parties. Unless mutually agreed otherwise, all meetings shall be held within fifty (50) miles of the grievant's place of work.

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

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

Step 1.

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

(B) The Step 1 Management Representative or his designee shall communicate a decision in writing to the employee and to FSFSA Grievance Representative, if any, within fourteen (14) days following receipt of the grievance form. If the Management Representative fails to respond within the time limit it shall be deemed a denial.

Step 2.

(A) If the grievance is not resolved at Step 1, the employee or his designated representative may submit it to the Agency Head or his designated representative within fourteen (14) days after receipt of the decision at Step 1.

(B) The Agency Head or his designated representative shall communicate a decision in writing to the employee and the FSFSA Grievance Representative, if any, within fourteen (14) days following receipt of the written grievance. If the Agency Head fails to respond within the time limits it shall be deemed a denial.

Step 3.

A) If the grievance is not resolved at Step 2, the employee or his designated representative may submit it to the Department Head directly covering said agency within fourteen (14) days after receipt of the decision at Step 2.

(B) The Department Head shall communicate a decision in writing to the employee and the FSFSA Grievance Representative, if any, within fourteen (14) days following receipt of the written grievance. If the Department Head fails to respond within the time limits it shall be deemed a denial.

Step 4.

(A) If the grievance is not resolved at Step ~~2~~ 3, the FSFSA may appeal the grievance to arbitration within fourteen (14) days after receipt of the decision at Step ~~2~~ 3. If, at the initial written step, FSFSA declined to represent the employee because he was not a member of FSFSA, the employee may appeal the grievance to arbitration. The grievance shall include a copy of the grievance forms submitted at Steps ~~1 and 2~~ 1, 2 and 3 together with all written responses and documents in support of the grievance. The Department of Management Services may have a meeting with the FSFSA Staff Representative or his designee to discuss the grievance.

(B) The arbitrator shall be one person from a panel of four (4) arbitrators selected by the Parties.

(C) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be held at times and locations mutually agreed to by the parties; however, unless mutually agreed otherwise, all hearings shall be held within fifty (50) miles of the grievant(s)' place of work.

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

(1) The arbitrator shall issue his decision not later than fourteen (14) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

(2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

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

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

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

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

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

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

(a) No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration.

(b) The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced by the amount of wages earned from other sources excluding unemployment compensation received by the employee during the period of time affected by the award.

(c) The reasonable fees and expenses of the arbitrator shall be borne equally by the parties ~~for the first five (5) matters~~ submitted for arbitration in the respective contract year and thereafter the loser pays the fees and expenses of the arbitration. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(d) FSFSA will not be responsible for costs of an arbitration to which it was not a Party.

SECTION 4 - Time Limits

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

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

(C) Claims of either an untimely filing or untimely appeal shall be made at the step in question. In the event a grievance is asserted to be untimely, at arbitration the parties will submit the issue of timeliness to be resolved prior to the submission of the merits of the grievance.

SECTION 5 - Exceptions

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

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

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 ~~or 3~~ 2, 3 or 4, as appropriate, by submitting a grievance form as set forth in Step 1 within fourteen (14) days following the actual knowledge of the occurrence giving rise to the grievance.

(2) The FSFSA shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The FSFSA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within fourteen (14) days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

**Article 7
DISCIPLINARY ACTION**

(A) An employee who has satisfactorily completed at least a one-year probationary period in their current position may be disciplined or discharged only for just cause, where specific policy, statute, or law has been violated and proven by the state.

(1) Disciplinary actions to include suspensions, dismissals, reduction in pay, and demotions must be filed and completed within thirty (30) days of the time the offense has occurred. During Criminal Investigations Article 7 (A) timeframes will not apply due to Florida Law.

(2) Prior to any investigation or fact finding process by the agencies excluding those of Criminal investigation, bargaining unit members will be advised by management in writing of the nature of the investigation, name of complainant (unless protected by law), date the infraction occurred, and any other pertinent information involving why the investigation is being conducted.

(3) FSFSA representatives will be involved in all stages of any investigations and interrogations of any bargaining unit member unless the bargaining unit member request not to have FSFSA involved in writing to management after being advised of the nature of the investigation.

(4) Florida Statute 112.82 commonly referred to as the "Firefighter Bill of Rights" will apply to all FSFSA bargaining unit members during any level of the investigation process.

(B) An employee who has not attained permanent status in their current position shall not have access to the grievance procedure in Article 6 when dismissed, except to the extent permitted by Article 15.

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

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

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

(1) Letters of counseling shall be marked "INVALID" in a bargaining unit members official record after twelve (12) months if no other issues of the same nature occur requiring follow up to the initial counseling, IE the counseling corrected the issue originally addressed.

(F) Suspensions, Dismissal, Reductions in Pay, and Demotions resulting in a loss of pay may be challenged under Article 6 through arbitration. Reprimands shall be subject to the grievance procedure as follows:

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

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

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

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

(G) Suspensions of more than three (3) days shall be split over a maximum of 2 pay periods to prevent an extreme financial burden on bargaining unit members and more importantly their family. Bargaining unit members may choose to receive the entire suspension of more than three (3) days at once at their discretion.

(H) Any bargaining unit member who has any complaints made against that employee and is found innocent of all charges shall not have the complaint in their personal file. The State shall maintain a separate file of unconfirmed and unsubstantiated complaints that are sealed. The State shall be responsible for maintaining a file of complaints by any corporation, company, or individual that repeatedly makes false statements as determined by the inspector general's discovery and investigation of State employees. All individuals or corporations who falsely make complaints shall be investigated by the respective agency and/or charged accordingly if found guilty under Florida law.

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

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

SECTION 1 - Definitions

As used in this Article:

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

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

(C) "Broadband level" shall mean the same level within the employee's current occupation within the State classification system.

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

(E) "Transfer" shall mean the moving of an employee from one geographic area of the State to a different geographic location which is in excess of fifty (50) miles from the employee's current duty station.

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

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

SECTION 2 - Procedures

(A) An employee who has satisfactorily completed at least a one-year probationary period in their current position may apply for a reassignment, transfer, change in duty station or promotion on a Request for Reassignment, Transfer, Change in Duty Station and Promotion Form (supplied by the agency). Such Requests shall indicate the broadband level(s), county(ies), and/or shift(s) to which the employee would like to be reassigned, transferred, change of duty station or promoted. When the employee requests reassignment to a different position in a different broadband level, or promotion, a State of Florida Employment Application Form must be completed and sent with the Request Form.

(B) An employee may submit a Request for Reassignment, Transfer, Change in Duty Station and Promotion Form at any time; however, all such Requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request for Reassignment, Transfer, Change in Duty Station and Promotion Forms shall be submitted to the agency head or his designee 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 work unit to which the employee has requested reassignment, transfer, change in duty station or promotion.

(D) Except where a vacancy is filled by demotion, or where reassignment, transfer, change in duty station or promotion is not in the best interests of the agency, the management representative having hiring authority for that vacancy shall give first

consideration to those employees who have submitted a Request for Reassignment, Transfer, Change in Duty Station and Promotion Form; provided, however, that employees whose request for reassignment is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) The hiring authority shall normally fill a permanent vacancy with the applicant who has the greatest length of service in the broadband level and who has a Request for Reassignment Form on file for the vacancy. The parties agree, however, that other factors, such as employees' work history and agency needs, will be taken into consideration in making the decision as to whether or not the applicant with the greatest length of service in the class/occupational level will be placed in the vacant position.

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

(G) When an employee has been reassigned, transferred, changed duty station, or promoted pursuant to a Request filed under this Article, all other pending Requests for Reassignment, Transfer, Change in Duty Station and Promotion from that employee shall be canceled. No other Request for Reassignment, Transfer, Change in Duty Station and Promotion may be filed by the employee under this Article for a period of twelve (12) months following the employee's reassignment, transfer, change in duty station or promotion. If an employee declines an offer of reassignment, transfer, change in duty station or promotion pursuant to a Request filed under this Article, the employee's Request shall be canceled and the employee will not be eligible to resubmit that Request for a period of twelve (12) months from the date the employee declined the offer of reassignment, transfer, change in duty station or promotion.

(H) The state agrees establish a promotional system for all bargaining unit members consisting of at least a (3) steps for promotion within the bargaining job class and broadband codes with each level making at least %5 increase to their previous level salary

SECTION 3 - Involuntary Reassignment, Transfer Or Change In Duty Station

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

(b) When bargaining unit members are assigned temporary change of duty stations and required to report to a different work location other than normal assigned work site, bargaining unit members will only be required to drive personal vehicles to their normally assigned office at the beginning and end of their normal work day. Travel to and from to the temporary change of duty location will be in a state owned vehicle. Travel time to and from the temporary change of duty station will be considered hours worked.

(C) No employee will be required to temporarily change duty stations or work more than 25 miles from their normally assigned district/ duty station except in a voluntarily status or during declared state of emergencies.

SECTION 4 - Notice

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

SECTION 5 - Relocation Allowance

An employee who is involuntary reassigned and who is required to relocate his residence shall be granted time off with pay for one (1) work day for purposes of relocating his residence. 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 regarding voluntary reassignment, transfer, change in duty station or promotion, shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the provisions of Paragraph (E) of Section 2 and Section 3 may be grieved in accordance with Article 6, up to and including Step 2 of the Grievance Procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.~~

Article 10

OCCUPATION PROFILES/RULES MAINTAINED/ DOCUMENTATION

SECTION 1 - Occupational Profiles/Rules Maintained

(A) The State will maintain on the Internet the Occupation Profiles and the Personnel Rules of the State Personnel System which it has published, and which affect employees within the bargaining Unit.

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

(C) Agencies and FSFSA will establish one (1) position description for each bargaining unit position and class code for bargaining unit positions as referenced in this contract under Appendix A. Additional duties, changes, or modifications to individuals bargaining unit member position descriptions will be subject to negotiation.

(D) Additional duties, changes to requirements or standards, modifications, etc. to a position description will be voluntary on the members part after properly negotiated by the FSFSA and the State of Florida.

SECTION 2 - Documentation

The State shall use best efforts to provide FSFSA with the following:

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

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

(C) A copy of any department or Division's rules, regulations or policies which affect the employees' wages, hours, terms and conditions of employment shall be made available to all bargaining unit employees.

(D) In those instances where any policy, procedure, or laws affecting bargaining unit members are changed without FSFSA notification and bargaining has not occurred over a particular subject those policies will be suspended immediately once identified by either party until successfully negotiated between FSFSA and the state.

Article 11
CLASSIFICATION REVIEW

SECTION 1 - Additional Duties

(A) When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official Occupation Profile to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or his designee shall review the duties as requested. The employee will receive a copy of the written decision within 60 days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed. If the decision is to reclassify the position and the employee is to receive a promotional pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review.

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

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

SECTION 2 - Work Load Quotas

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

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

Section 3 - Minimum pay.

(A) Bargaining unit positions shall have a bi annual review of the salaries of current like positions performing like duties and of the County, Cities, and other enforcement authorities performing like duties in their immediate areas.

(B) Existing employees with satisfactory evaluations shall be brought to an equal level of pay of other like positions with the same amount of service time. Additionally local pay shall be assessed to determine that bargaining unit members performing like duties and of the County, Cities, and other enforcement authorities shall have their pay adjusted to at least the median pay of the surrounding work areas.

Section 4 - Reclassification to Special Risk

Bargaining unit members holding the position of Fire Protection Specialist shall be reclassified from "Compliance Officer" to "Protective Services" and reclassified as "Special Risk" employee's due to the high risk duties they routinely are required to perform.

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Article 12
PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee, which shall be maintained in the central personnel office of the employing agency unless a different location is designated by the Secretary of the Department of Management Services or its designee which may be a contractor. Information in an employee's official personnel file shall only refer to matters concerning (affecting) the employee's job or related to his State employment.

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

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

(D) Only documents filed in the one official personnel file shall be utilized for any disciplinary hearings or investigations conducting against bargaining unit members.

(E) Any documentation which may have a negative impact on a bargaining unit members employment or used later during investigations or disciplinary procedures in accordance with this contract shall be notarized prior to submittal to the official personnel file.

~~(D)-(E)~~ Where the Agency Head or its designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee's personnel file in error or is otherwise invalid, such document shall be sealed in the file and shall be stamped "NOT VALID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GS1 for State and Local Government Records, as promulgated by the Department of State after final action; provided, however, that the document shall be removed upon the employee's written request in accordance with the foregoing records schedule.

**Article 13
HEALTH AND WELFARE**

SECTION 1 – Insurance Benefits

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with the current General Appropriations Act for the applicable year and, if provided, the Summary Statement of Intent, as well as any statutory provision or Act effecting the plan or its operation.

SECTION 2 – Employee Assistance Program

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

(B) Any complaint or claim by an employee within the FSFA bargaining unit concerning this section shall not be subject to the grievance procedure of this agreement.

SECTION 3 – Death In-Line-Of Duty Benefits

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

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

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

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

SECTION 4 – Division of Forestry Fire Fighter Health and Physical Fitness Standards Program

The Division of Forestry (DOF) and FSFA agree to a fire fighter health and physical fitness standards program, which shall include appropriate screening and vaccination of all bargaining unit members.

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

(1) Fitness Technicians must maintain a current AED CPR card or higher.

(2) Fitness technicians will provide fitness, health, nutrition and wellness information to all bargaining unit employees, and the Fitness Technicians will be given opportunities to receive information and training in such areas as: nutrition, exercise physiology, etc.

(3) Fitness technicians conducting fitness exams will be trained to a minimum of First Responder level and have available on scene required personal protective equipment for BSI (Body substance Isolation), first aid kit, and approved functioned AED.

(B) All Special Risk Job Classes, including Bargaining Unit Employees, will be permitted to exercise a maximum of 3 times per week for 30 minutes per session.

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

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

(3) Team sports are prohibited.

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

- (5) The acquisition of all exercise equipment is a local decision. However, state funds may not be used to purchase this equipment.
 - (6) The DOF will not provide reduced memberships with any gyms or health clubs. This is a personal decision on the part of employees.
- (C) DOF Employee *Health Exam & Fitness Test*
- (1) The DOF employee *Health Exam & Fitness Test* is required for Special Risk employees hired or rehired after January 1, 1993, and includes the Initial or Annual Medical Examination and the Fitness Test. The Initial Medical Exam shall be in accordance with the DOF approved edition of the National Fire Protection Association (NFPA 1582) Medical Requirements for Fire fighters. The Initial and Annual Medical Exams standards for the pulmonary function test and the resting blood pressure limits are established by DOF. The Annual Medical Examination consists of specific components of the Initial Medical Examination, (Pulmonary Function Test & Resting Blood Pressure). For the *Annual Medical Exam*, employees are required to utilize the DOF *Annual Medical Exam* standard. The employee has the option of utilizing the DOF facility for the *Annual Medical Exam*, or obtaining certification to take the *Annual Fitness Test*, utilizing the DOF *Annual Medical Exam* standard, from their personal physician (at personal cost). The Fitness Test currently is the United States Forestry Service (USFS) Work Capacity Test (WCT), also called the Pack Test. The employee must successfully complete the Medical Examination within thirty (30) days prior to taking the Fitness Test.
 - (2) Bargaining unit employees who fail the *Annual Fitness Test*, due to fitness reasons, will not be allowed to perform wildfire suppression duties until they retake and pass the *Annual Fitness Test*. The employee will be mandated to perform physical fitness training as described in B. and will be permitted up to twelve (12) months and a minimum of four (4) attempts, at three (3) month intervals or less, to retake the *Annual Fitness Test*.
 - (3) Bargaining unit employees who fail the *Annual Medical Exam* ~~will be placed on sick leave~~ workers compensation until they provide a ~~personal physician's~~ statement allowing them to work in a modified duty capacity. If the employee provides a ~~personal physician's~~ statement releasing them to full duty status and successfully complete the *Annual Medical Exam*, at a DOF medical examination facility or are certified to take the *Annual Fitness Test*, utilizing the DOF *Annual Medical Exam* standard, by their personal physician (at personal cost), they will be required to take the Annual Fitness Test within thirty (30) days of medical release to full duty status. Should the bargaining unit employee fail the Annual Fitness Test after release to full duty status, he/she will be provided the opportunity to take the *Annual Fitness Test* in accordance with paragraph C. (2) above.
 - (4) Bargaining unit employees who have exhausted all attempts to pass the ~~*Annual Medical Exam and/or Fitness Test*~~, may be offered a vacant position that does not include fire fighting duties in the Department of Agriculture and Consumer Services. If another position cannot be identified and agreed upon, termination may result.
 - (5) The DOF employee *Annual Fitness Test* and the "National Fitness Test" will be conducted during the months of November, December and January. These two tests may be combined and taken as one test, with the National Fitness Test (3 mile walk with 45 pound pack in 45

- minutes) substituting for the DOF employee *Annual Fitness Test* (2 mile walk with 25 pound pack in 30 minutes).
- (6) If a candidate for hire is required to take the DOF *Initial Fitness Test*, or an employee is currently scheduled to take the DOF employee *Annual Fitness Test* **after** January 31st and **before** September 1st, the candidate or employee will take these tests as scheduled, and will take the DOF employee *Annual Fitness Test* the upcoming November, December or January (This means two tests in 12 months). When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.
- (7) If a candidate for hire is required to take the DOF *Initial Fitness Test*, **after** August 31st, and **before** November 1st, the candidate will take the test as scheduled, and be required to take the DOF employee *Annual Fitness Test* in November, December or January of the following year (This means more than 12 months between tests). (Example; candidate takes the DOF *Initial Fitness Test* on October 15, 2006, and will be required to take the DOF employee *Annual Fitness Test* in November or December of 2007 or January of 2008.) When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.
- (8) If an employee is scheduled to take the DOF employee *Annual Fitness Test* **after** August 31st, and **before** November 1st, the employee will wait until November, December or January to take the DOF employee *Annual Fitness Test* (This means more than 12 months between tests). When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.
- (9) FSFSA bargaining unit members who fail the *Annual Medical Exam* due to heart and lung issues (Failure of the Pulmonary Function Test or resting heart rate) will be treated as an on the job injury as long as their initial hire fitness exams has been successfully completed. Agencies will comply with Florida Statute 112.18 commonly referred to as the "Heart and Lung Bill". Workers Compensation / Disability laws will then apply and take effect to said affected members.
- (10) Bargaining unit members required to take initial and annual medical and fitness testing will be tested and evaluated as referenced in Section 4, (C) (1) for initial and annual physical exams. FSFSA agrees current NFPA 1582 standards shall be the standard utilized for those bargaining unit members.

Article 14
STATE VEHICLES AND VESSELS

SECTION 1 – Vehicle and Vessel Safety

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

SECTION 2 – Firefighting Equipment

(A) Existing open-cab Dozer/Plow units will be replaced with closed-cab, climate controlled units, as funding is made available and as determined by Division of Forestry management. Open cab equipment will not be utilized for wildland fire fighting or prescribed fire operations at anytime by bargaining unit members. Open cab is defined as any equipment exposing the operator directly to heat, flame, poisonous gases, and other environmental factors. Proper safety gear for wildland fire operations at a minimum will include NFPA 1977 personnel protective equipment, NFPA 1984 approved respirators, and escape portable air systems regardless of what the type of equipment being utilized..

(B) Bargaining unit members will be provided with NFPA 1984 approved respirators for wildland fire and prescribed burning operations. All firefighting equipment will be fitted with maintained escape portable breathing equipment. Portable Air equipment is to be utilized for escaping from the incident as a last resort.

(C) Agencies will ensure firefighting equipment has adequate communications devices are provided in each area of the state. Adequate Communications devices are defined as; (1) Ability to communicate with all agency equipment on scene to include aircraft, ground and command forces, (2) ability to communicate with those cooperating agencies normally responding to incidents in the area, (3) Ability to maintain communications with dispatch at all times.

(D) Firefighting equipment utilized by bargaining unit members during firefighting operations will only be repaired by manufacturer approved certified mechanics. Firefighting Equipment will be inspected at a minimum annually by a manufacturer approved mechanics to ensure safety of our bargaining unit members.

Section 3 – Agency Provided Vehicles

(A) Fire Protection Specialist with the Agency for Health Care Administration shall be afforded the same type of transportation as the State Fire Marshal's office Fire Protection Specialist.

(B) Bargaining unit members will have the option to take home state vehicles when required to be in oncall status after normal working hours.

Section 4 – Use of Personal Vehicles

(A) Bargaining unit members will be reimbursed at the established state rates for use of personal vehicles for official state business, to include after hours response, call back situations after hours, and when required to work on scheduled days off.

Article 17
ALLOWANCES AND REIMBURSEMENTS

SECTION 1 – Travel Expenses

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

(B) Any bargaining unit member required to work continuously without adequate meal breaks due to emergency response, prescribed burning, or pre scheduled events shall be compensated at established meal rates for all meal breaks missed. Meal break times will be established for each meal (Breakfast 0600- 0900, Lunch 1100 – 1400, and dinner 1700-2000)

SECTION 2 - Competitive Area Differential

Competitive Area Differential adjustments shall continue in effect for the counties already identified. The respective agency shall submit a request to have the counties contained within the district of Caloosahatchee considered for competitive area differential in accordance with Chapter 60L-32, Florida Administrative Code. Competitive area differential will apply to all bargaining unit members within those designated counties already receiving differentials.

SECTION 3 – Fee Reimbursements

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

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

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

(D) Reimbursement for commercial driver's license renewal fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the employer) which exceeds the cost of the regular noncommercial Class E driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

Article 20 TRAINING AND EDUCATION

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

SECTION 1 - Employee Education

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

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

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

SECTION 2 - Employee Training

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

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

(C) No bargaining unit member shall be denied any position related training request without just cause from the agency as long as all qualifications, prerequisites, and emergency response needs are met for that agency, district, or area. Any eligible bargaining unit member denied training shall be prioritized over all other applicants for the next available like training.

(D) Any denied request for training (to include modifications of schedules) will be provided in writing along with justification to the bargaining unit member.

(E) Bargaining unit members schedules may be altered to accommodate all types of job related training as long as it does not affect agency emergency response staffing to the state of Florida and is voluntary on the member's part, excluding those members in probationary status.

(F) All bargaining unit members will receive a minimum of forty (40) hours of job related career advancement training annually excluding mandated training established by the agencies.

SECTION 3 - Educational Assistance Plan

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

Section 4 - Educational incentive pay.

Employees with BA degrees, Master degrees, and Doctorate degrees in Fire Science or other work related degree will receive an annual incentive pay of \$2000.00 for BA degrees, \$4000.00 for Master degrees, and \$6000.00 for Doctorate degrees in Fire Science or other work related degree per year.

Section 5- Training of State Employees affecting Bargaining unit employees

(A) Emergency operations dispatchers, duty officer's, duty officer supervisors, and other personnel directly involved in dispatching bargaining unit members to emergency situations shall meet certification guidelines as established in Florida Statute 401.465.

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(B) No bargaining unit member will be assigned collateral, supplemental, or temporary duties as a dispatcher of any form without proper certification as established and maintained by Statute 401.465.

**Article 21
COMMITTEES**

SECTION 1 - Safety Committee

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

SECTION 2 - Other Committees

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

(B) The parties agree that anytime a group, committee, special, or management meeting is held that will address issues directly impacting FSFSA bargaining unit members in any way, FSFSA will be notified at least (7) days prior and may select up to (2) representative to attend such function as a bargaining unit representatives. Employees assigned by FSFSA to attend such functions shall be permitted to attend meetings while on-duty with no loss of pay or benefits with all state rules applicable.

Article 23
HOURS OF WORK AND OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal work period for each full-time employee shall be forty (40) hours consisting of five (5) eight (8) hour or four (4) ten (10) hour days, ~~or a twenty-eight (28) day one hundred and sixty (160) hour period.~~ The Department of Children and Families bargaining unit employees shall remain on a 28 day, 192 hour period, consisting of twenty-four (24) hours on-duty and forty-eight (48) hours off-duty, all other bargaining unit members normal workday will consist of an (8) hour workday unless changes are successfully negotiated on by the agencies and the FSFA.

(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 administered in accordance with the provisions of Chapter 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 Agreement.

(E) The State agrees that the assignment of overtime is not to be made on the basis of favoritism (to include selection of overtime or earning of comp time). 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 of the procedure.

(F) Bargaining Unit members will be notified in writing at least (3) days prior to any modifications of scheduled hours referenced in section 2(A) to include working days off, offsetting of excess hours, or scheduled events where more than (8) hours in a workday is planned, excluding emergency response unless their contracted hours have been reached as referenced in (A)

(G) Bargaining unit members will not be considered to be in "overtime" status or required to offset "extra hours" until they have met their contracted hours as referenced above in (A). Extra hours are defined by FSFA as those exceeding the amounts established in Section 1 (A) for normal work periods, 40 hours a week or 160 hours depending on the bargaining unit position affected.

(H) The state and FSFA agree to establish work/ rest guidelines for the emergency response agencies. Agency established mandatory days off given to bargaining unit members will be compensated days off days of consisting of a minimum (8) hours at 1.5 times the members salary regardless of hours worked in the work week or work period unless those days coincide with a bargaining unit members normally scheduled day off.

(I) Bargaining unit members will only be required to work over their normal scheduled work day(s) on a voluntary basis, exceptions to this rule; (1) In emergency response situations where no other resources within the district/ region are available (2) An ongoing emergency incident where volunteer replacements are not available from within the district/ region/ state, (3) During a declared state of emergency by the State of Florida during which other provisions of this contract including pay and benefits will be applicable, (4) Fire readiness levels dictated by wildfire activity warrant extra staffing or prolonged staffing for emergency response situations.

(J) Bargaining unit members that choose to bank FLSA comp time in lieu of overtime will be compensated at 1.5 times total hours for overtime hours worked. Bargaining unit members shall be allowed to bank up to one hundred and twenty (120) hours and required to zero (0) out balances annually once a year by June 30th of each year. Any hours earned over the one hundred and twenty (120) hours banked will be compensated as overtime pay at 1.5 times the bargaining unit members hourly salary. Any unused FLSA balances remaining on June 30th annually will be paid out as the bargaining unit members hourly rate of pay.

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 fourteen (14) calendar days in advance, and will reflect at least a two (2) workweek schedule; however, the State will make a good faith effort to reflect a one (1) month schedule. In the event an employee's shift, workdays, or hours are changed while the employee is on approved leave the agency will notify the employee of the change at his home. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

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

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

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

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

(F) Holiday hours worked will be calculated at 1.5 hours times normal work hours when bargaining unit members are required to work during state recognized approved holidays.

SECTION 3 – Rest Periods

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

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

SECTION 4 – Work Day

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

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

(C) Bargaining unit members who are assigned to an eight (8) hour work day will begin shift at 0800 unless conditions specified in Section 1 (I) are present.

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

SECTION 1 - On-Call

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

(B) Agencies are required to provide 24 hour protection to the citizens of Florida for wildfire response. On- Call assignments will begin at the end of the workday and continue until the next scheduled operation period, under normal conditions from 1700 until 0800 the following morning.

(C) Bargaining unit members scheduled to be in an oncall status that can not go into oncall status due to the needs of the agency shall be compensated for those hours scheduled in accordance with Article 23 of this contract.

SECTION 2 – On-Call Fees

(A) When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of ~~(\$1.00)~~ (\$5.00) per hour for each hour or portion thereof such employee is required to be on-call.

(B) An employee who is required to be on-call on a Saturday, Sunday, or Holiday as listed in Section 110.117, F.S. will be compensated by payment of a fee in an amount equal to ~~one-fourth (1/4)~~ one-half (1/2) of the statewide minimum for the employee's pay band level for each hour or portion thereof such employee is required to be on-call.

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

SECTION 3 – Call Back

(A) An employee called back to work beyond the employees scheduled hours of work for that day, shall be credited for actual time worked, or a minimum of ~~two (2) hours~~ four (4) hours whichever is greater.

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

(C) Call back hours will be considered overtime and compensated at 1.5 times the employees salary or 1.5 times for compensatory leave depending on the bargaining unit members selection.

(D) Call back shall be defined as contacted by the agency or state representative for any state business requiring the employee to alter any of their off duty activities for the needs of the state for at least seven (7) minutes or more.

(E) Call back situations could occur whether the employee is an "On call" status or not. In the case the member is not in official "on call" status all details of this article will apply.

SECTION 4 – Residency Requirement

Division of Forestry employees will reside within 20 air miles of the assigned headquarters where the supervisor has knowingly permitted an employee to reside outside of the residency limits, the employee will not be required to move within the residency limits. If the employee changes residences in the future, the new residence will be within the limitation.

**Article 25
WAGES**

SECTION 1 – Pay Provisions

~~(A) Pay shall be in accordance with the Fiscal Year 2010-2011 General Appropriations Act as executed into law providing no competitive wage increase or change to the current pay grades or pay bands.~~

~~(B)(A) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2010-2011 2012-2013 General Appropriations Act in addition to where as otherwise stated in this contract upon ratification.~~

~~(B) All FSFSA Bargaining unit members shall be awarded a minimum 10% salary increase effective fiscal year 2012-2013 due to no cost of living adjustments or salary increase's awarded by legislation in over seven (7) plus years.~~

SECTION 2 – Cash Payout of Annual Leave

Permanent Career Service employees will have the option of receiving up to twenty-four (24) hours of unused annual leave each December in the form of a cash payout, subject to, and in accordance with, Section 110.219(7), Florida Statutes.

SECTION 3 – Savings Sharing Program

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

SECTION 4 – Performance Pay

Each agency is authorized to grant merit pay increases to employees based upon exemplary performance, as evidenced by a performance evaluation conducted pursuant to Chapter 60L-35, Florida Administrative Code.

Section 5- Step Pay Plan

~~(A) Agencies shall establish step play plans utilizing years in service within establish broadband position. Step one (1) pay grades will be set at current starting hire rate for said position classification and increasing annually on the members date of hire. Annual Step increases will be no less than three (3) percent of a members annual base salary or higher if determined by management for exemplary performance.~~

~~(B) FSFSA agrees that completed disciplinary actions above a written reprimand in accordance with article seven (7) of this contract would exclude members from being eligible for annual salary step plan increases.~~

~~(C) Step pay plan increases will be in addition to general appropriations act as executed into law or any salary increases or benefits changes established by legislation for state employees as a whole.~~

Section 6- Longevity Bonus

~~(A) Bargaining unit members will be rewarded for their commitment to the State of Florida and it's citizen for extended periods and to help combat reoccurring turnover among the agencies.~~

~~(B) Agencies shall establish longevity bonuses for bargaining unit members as follows: Five (5) year anniversary \$5000 one time bonus, ten (10) year anniversary \$10,000 one time bonus, twenty (20) year anniversary \$20,000 one time bonus.~~

Article 26
Safety

SECTION 1 - Minimum Staffing requirements

(A) Agencies will establish minimum staffing for all emergency response of at least two (2) firefighters per apparatus equipment when dispatched to emergency situations such as wildfires, hurricanes, floods, etc. One (1) firefighter at a minimum will serve as a lookout, establish the Incident Command System with adjoining forces, monitor fire behavior and conditions, maintain communications, and assist the initial attack firefighter as needed.

(B) No phase of emergency response operations will be conducted by bargaining until members until ALL safety protocols and requirements are established and enforced on the fireline.

Section 2 – Personal Protective Equipment Requirements

(A) Agencies will provide operating personal protective equipment to all wildland firefighters firefighters and apparatus in compliance with NFPA 1977 for all wildland firefighting and prescribed burning operations. At a minimum PPE will include but not limited too; Nomex clothing (Shirt and pants), approved hardhats with goggles or face shield, leather gloves, new generation fire shelters, headlamp, 8" in leather lace up boots, hand held radio with interagency communication capability.

(B) Agencies will provide optional use NFPA 1984 approved respirators for all wildland fire and prescribed burn operations to all bargaining unit members applicable.

(C) Agencies will provide at least 15 minutes of portable Self Contained Breathable Air in all wildland apparatus and equipment operating directly on the fireline for each operator. Portable Air is to be utilized for escaping from the incident as a last resort.

(D) Agencies will ensure adequate communications devices are provided in each area of the state. Adequate Communications devices are defined as; (1) Ability to communicate with all agency equipment on scene to include aircraft, ground forces, and command forces, (2) ability to communicate with those cooperating agencies normally responding to incidents in the area, (3) Ability to maintain communications with dispatch at all times.

Section 3- Fireline operations requirements

(A) FSFSA and the agencies both agree firefighting is dangerous high risk work and should only be performed by properly trained personnel. Only special high risk state certified wildland firefighters positions or state certified structure firefighters will conduct operations directly on the fireline in the wildfire environment during any phase of the operations unless a declaration of emergency is in place by the governor's office and an "all hands effort" is being required.

(B) Non certified positions and personnel on the fireline could be a risk to those fighting the fire and the State of Florida citizens. Non High Risk positions may only conduct operations on the fireline once all firefighter qualifications and requirements are met to include but not limited to minimum training, certification, and physical requirements are met as established in Article 13 section 4 of this contract for our bargaining unit members.

(C) Non special high risk positions will only conduct operations in the wildfire environment or prescribed fire operations when directly supervised by fire fighter positions for the safety of our bargaining unit members.

(D) Agencies will establish a verification system to ensure lookouts are identified, communications with command and adjoining forces are established, escape routes are identified, and safety zones are established PRIOR to conducting and during any emergency response operations conducted by our members.

Article 27 UNIFORMS

SECTION 1 – Uniform Allowance and Maintenance

(A) The State shall maintain its current practice of providing uniform allowance, boot reimbursement, and cleaning allowance. FSFSA employees who are currently required to wear uniforms shall have a combined uniform maintenance, uniform purchase, and boot allowance pursuant to the Division of Forestry's uniform policy.

(B) FSFSA and the state agree that adequate time for purchases should be allowed and adequate time allowed by the agency to process such purchases prior to fiscal deadlines of the agency. Bargaining unit members will be allowed to purchase uniform components with uniform allowances from August 1st to April 15th of each fiscal year.

(C) In the instance where uniforms are required and the agency does not provide adequate opportunities for whatever reasons (to include but not limited to lack of vendors, back orders, or change in uniform policies) to bargaining unit members to purchase or maintain uniforms by the established April 15th deadline, any monies allocated and not used for allowance, boot reimbursement, cleaning allowance, or allotments will be awarded to the bargaining unit employee directly affected.

(D) Uniform issues with vendors including but not limited to back orders, lack of vendors, changes in uniform components, etc. are the responsibility of the State of Florida and said vendors and will not have an adverse impact on bargaining unit member's established in policy and procedure or this contract. FSFSA agrees that ordering of wrong sizes and any errors made on the member's part relieves the state of said responsibility to correct the issues.

SECTION 2 – Accessories

(A) Where hand-held radios are provided, they will be suitable for firefighting use, as referenced in Article 26 of this agreement.

(B) Where it is current practice shield or star style badges shall be provided to unit employees. Collar brass will continue to be standard issue per agency policy.

(C) Name tags shall continue to be standard issue per agency policy.

(D) Employees will be permitted to wear EMT, award recognition and union pins. The union pin shall be no larger than one (1) inch in diameter.

(E) Bargaining unit positions will be provided at no cost to the employee with badges or identification cards that can be used to identify them (both on and off the job) as emergency responder firefighter in the event of emergency situations to other rescue personnel and/ or the public in general.

SECTION 3 – Non-Uniformed Employees

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

(B) Fire Protection Specialist with the Agency for Health Care Administration shall receive the same clothing and clothing allowances as the same positions within the State Fire Marshal office.

The Florida State Fire Service Association - CBU 11 Economic Proposals Fiscal Year 2012-2013		
Union/Issue	Estimated Cost	Comments
Article 5, Section 3(C): Provides for information, documentation, and public records related to investigations, grievances, and disciplinary issues to be provided at no cost to the employee.	Indeterminate	
Article 5, Section 8-9: Provides for a representative from the Fire Marshall office or higher office to be present for consultation agenda topics pertaining to firefighters or negotiations.	N/A	
Article 6, Section 3: Provides a "step 3" in grievance procedures that allows for submission to the department head for a decision, within 14 days.	Indeterminate	
Article 7: Significantly amends the disciplinary action article relating to the fact finding process and requires a specific violation be proven by the state. Allows for letters of counseling to be made INVALID after 12 months if no other issues occur. Provides that any suspension of more than 3 days shall be split over a max of 2 pay periods. The state shall maintain a file of complaints and investigate any false claims.	N/A/ Indeterminate	
Article 9,Section 2(H): Requests the establishment of a promotional system for cbu members consisting of at least three (3) steps for promotion within the bargaining job class and broadband codes with each level making at least 5% increase in their previous level salary.	\$1.1M	A 5% salary increase was calculated for the CBU. LAS/PBS was the source used for the calculation. Costing prepared by OPB, assuming all members have exemplary performance.
Article 9,Section 3: Allows for the use of state owned vehicle and travel time being counted as hours worked for cbu members assigned to temporary change of duty stations. Sets a limit of 25 miles from the members normally assigned station when not in a state of emergency.	Indeterminate	
Article 10: Provides for the establishment of one position description for each bargaining unit position and class code in the bargaining unit. FSFSA will suspend policies identified that have not been properly notified and bargained.	N/A	
Article 11,Section 3: Establishes a bi annual review of salaries of current like positions/duties of the Cities, County, and other enforcement in their immediate area and requests equalization of level of pay. Also provides for the adjustment of pay to at least the median pay of the surrounding areas.	Indeterminate but significant	
Article 11, Section 4: Reclassifies the position of Fire protection Specialist from "Compliance Officers" to "Protective Services" and creates more "Special Risk" employees.	\$240,576	This calculation was based on People First system for positions identified as Fire Protection Specialist within the CBU. 47 positions were identified who would receive a 13.04% increase in retirement benefits.
Article 13, Section 4(A) (3): Included a requirement for the Division of Forestry to provide personal protective equipment.	Indeterminate but significant	
Article 13, Section 4(C) (3): Amends the use of sick leave for cbu members who fail their annual medical exam and provides workers compensation until the employee can provide a physicians statement releasing them to full duty status and successful completion of the exam.	Indeterminate	

Article 13, Section 4(C) (9-10): FSFSA members who fail their annual medical exam due to heart and lung issues will be treated as on the job injury as long as their initial hire fitness exams has successfully been completed and workers compensation/disability laws will apply. Members will be tested and evaluated as provided by NFPA 1582 standards.	Indeterminate	
Article 14, Section 2: Provides for the replacement of open-cab equipment with closed-cab equipment, NFPA 1984 approved respirators, adequate communication devices, and that all equipment will only be repaired by manufacturer approved certified mechanics.	\$7.2M	DACS LBR Issue provided information regarding the cost of replacing the equipment. (IC:5200010)
Article 14, Section 3: Provides transportation for AHCA fire protection specialists and gives members the option to take home state vehicles when required to be on call after normal working hours.	Indeterminate	
Article 14, Section 4: Provides for reimbursement at the established state rates for use of personal vehicles for official state business, to include after hours response, call back situations after hours, and when requires to work on scheduled days off	Indeterminate	
Article 17, Section 1: Provides for compensation of meals at the established state rates when meal breaks are missed by members due to an emergency response, prescribed burning, or pre-scheduled event.	Indeterminate	
Article 17, Section 2: Amends the Competitive Area Differential section to state the competitive area differential will apply to all members within those designated counties already receiving differentials.	\$305,939	This calculation was based on People First system for positions identified as having a HQ within the 22 counties with CAD's (including 23 vacancies). Out of the 220 positions who work in CAD counties, 74 currently receive a CAD at a cost of \$132,417. 146 positions were identified who would now receive a CAD.
Article 20, Section 1: Amends the employee education section to include "position related college courses" as part of training/education to be considered as hours worked, without a loss of pay or benefits.	Indeterminate	
Article 20, Section 2: Amends the employee training section to prevent the denial of training without just cause (and in writing), allow for schedule modifications for training, and provides for a minimum of 40 hrs of training excluding mandated training established by the agency.	Indeterminate	
Article 20, Section 4: Requests educational annual incentive pay of \$2,000 for a BA, \$4,000 for a Master, and \$6,000 for Doctorate degree in Fire Science or other work related degree per year.	Indeterminate	More information is needed on the amount of degrees. AHCA has provided a cost of \$16,000 for the 4 personnel identified.
Article 20, Section 5: Requires all dispatchers, duty officers, and personnel directly involved in dispatching members to emergency situations to be certified as established by F.S. 401.465. Preventing temporary assignment as a dispatcher without certification.	Indeterminate	
Article 21, Section 2: Provides for notification of member at least 7 days prior to any meeting that will address issues directly impacting members and allows for up to 2 representatives to attend while on duty with no loss of pay or benefits.	Indeterminate	

Summary of Collective Bargaining Proposals for FY 2012-2013 11-17-11

Article 23, Section 1(A-E): Specifies all members normal workday will consist of 8 hour workday unless changes are successfully negotiated. Prohibits favoritism in selection of overtime or comp time.	Indeterminate but significant	
Article 23, Section 1(G): Specifies that "Overtime" will not be used until members have met their contracted hours.	Indeterminate	
Article 23, Section 1(H): Requires the establishment of work/rest guidelines for emergency response agencies. Mandatory days off will be compensated days off days consisting of a minimum of 8 hrs at 1.5 times the members salary regardless of hours worked unless those days coincide a members normally scheduled day off.	Indeterminate	
Article 23, Section 1(I): Provides exceptions for when members may be required to work over their normal scheduled hours which include: emergency situation where no other resources are available; ongoing emergency incident where no replacements are available; during a declared state of emergency, fire readiness levels dictated by wildfire activity warrant extra or prolonged staffing.	Indeterminate	
Article 23, Section 1(J): Allows members to bank up to 120 hours of FLSA Special Comp time that must be zeroed out by June 30th of each year. Any hours over 120 will be compensated as overtime pay at 1.5 times the hourly salary (which is already time and a half). Unused balances remaining on June 30th will be paid out at the members hourly rate of pay.	Indeterminate but significant	note: DMS rules require Comp time is to be paid out twice a year, changes would require reprogramming the system.
Article 23, Section 2: Provides that Holiday hours will be compensated at 1.5 times normal work hours.	\$341,044	This calculation was based on Holiday hrs worked during FY 2010-11 in People First within the CBU. A total of 38,429 hrs were identified as holiday hours, retirement and FICA were also included.
Article 24, Section 1: Specifies that on-call assignments will begin at the end of the workday and continue until the next scheduled operation period (5pm-8am). Members who can't go into on-call status because of the needs of the agency shall be compensated for those hours scheduled in accordance with article 23.	Indeterminate	
Article 24, Section 2: Increases the payment of fees for on-call to \$5 from \$1 and to (1/2) from (1/4) of the statewide minimum for Saturday, Sunday, or Holidays.	\$500K/ Indeterminate but significant	This calculation was based on on-call hrs worked during FY 2010-11 in People First within the CBU. A total of 118,033 hrs were identified as on-call hours.
Article 24, Section 3: Increases the minimum hours for Call-Back hours from 2 to 4 hours and specifies call back hours will be considered overtime and compensated at 1.5 times the salary or 1.5 times for comp leave depending on members discretion. Defines call back as any state business requiring members to alter off duty for more than 7 minutes. Applies regardless of members "on call" status.	\$33,260	This calculation was based on call back hrs worked during FY 2010-11 in People First within the CBU. The hours were identified by work type (1004 and 1014) and multiplied by the average salary of \$15 (\$22.50 for 1.5 times).
Article 25, Section 1(B): Requests that all FSFSA Bargaining Unit members shall be awarded a minimum 10% salary increases effective Fiscal Year 2012-2013.	\$2.2M	A 10% salary increase was calculated for the CBU. LAS/PBS was the source used for the calculation. Costing prepared by OPB.

<p>Article 25, Section 5: Establishes a pay plan for unit members of the Florida State Fire Service Association utilizing years in service. Annual step increases will be no less than three (3) percent of a members annual salary or higher if determined to have exemplary performance.</p>	<p>\$661,659</p>	<p>A 3% salary increase was calculated for the CBU. LAS/PBS was the source used for the calculation. Costing prepared by OPB, assuming all members have exemplary performance.</p>
<p>Article 25, Section 6: Establishes a longevity bonus for unit members of the Florida State Fire Service Association: Five year anniversary \$5000 one time bonus, ten (10) year anniversary \$10,000 one time bonus, twenty (20) year anniversary \$20,000 one time bonus.</p>	<p>\$500,573</p>	<p>The calculation was based upon filled positions and hired date in the People First System. Costing prepared by OPB.</p>
<p>Article 26, Section 1: Establishes minimum staffing requirements of at least 2 firefighters per apparatus equipment. One firefighter at a minimum will serve as lookout and maintain communications. No emergency response will be conducted until ALL safety protocols and requirements are established and enforced on the fire line.</p>	<p>Indeterminate</p>	
<p>Article 26, Section 2: Establishes personal protective equipment requirements in compliance with NFPA 1977 including: clothing, hard hats, boots, radios, optional use of respirators. Requires agencies to provide at least 15 min of portable self contained breathable air in all equipment operating in the fire line. Defines adequate communication devices.</p>	<p>Indeterminate</p>	
<p>Article 26, Section 3: Specifies that only certified firefighters will conduct operations on the fire line unless a declaration by the Governor requires an "all hands effort." Non special risk positions will only conduct operations under supervision, agencies will establish a verification system to ensure communication, escape routes, etc.</p>	<p>Indeterminate</p>	
<p>Article 27, Section 1: Provides a window from August 1st to April 15th for members to purchase uniform components with allowances. If vendors cannot meet the deadline employees affected will directly receive any monies allocated and not used. Issues with vendors are the responsibility of the state.</p>	<p>Indeterminate</p>	
<p>Article 27, Section 2: Provides for badges and id cards as emergency responders at no cost to members.</p>	<p>Indeterminate</p>	
<p>Article 27, Section 3: Provides that AHCA fire protection specialists will receive the same clothing and clothing allowances as the State Fire Marshalls Office.</p>	<p>\$3,500</p>	<p>Based on information from AHCA, 14 FPS's @ \$250 each</p>

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Article	State Proposals	Union Proposals	Comments
1 – Recognition	<u>State Proposal of 12/05/11:</u> Proposes grammatical changes only	No proposal offered	
2 – Gender Reference	<u>State Proposal of 12/05/11:</u> Proposes status quo	No proposal offered	
3 – Vacant	<u>State Proposal of 12/05/11:</u> Proposes status quo	No proposal offered	
4 – No Discrimination	<u>State Proposal of 12/05/11:</u> Proposes grammatical changes only	No proposal offered	
5 – Representation Rights	<u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes: Section 1: definition of “employee” to mean an employee included in the bargaining unit. Section 3: status quo with grammatical changes only	<u>Union Proposal of 10/25/11:</u> Section 3(C): Proposes information, documentation, and public records related to investigations, grievances, and disciplinary issues be provided at no cost to the employee or his designated representative.	

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Article	State Proposals	Union Proposals	Comments
	<p>Section 8: Counter to union proposal, encouraging agencies to consult a representative from the Office of the State Fire Marshal, Bureau of Fire Standards and Training, on issues of firefighter safety, qualifications, or training if such issues arise as topics of consultation with the union.</p>	<p>Sections 8-9: Proposes a representative from the Office of the State Fire Marshal, Bureau of Fire Standards and Training, or higher office to be present to act as an advisor for consultation agenda topics pertaining to firefighter safety, qualifications, training, or duties, and be present to act as an advisor during negotiations on articles of the same topics.</p>	<p>Current practice – a representative from the Office of the State Fire Marshal, Bureau of Fire Standards and Training, is present at union negotiations.</p>
<p>6 – Grievance Procedure</p>	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>Section 3: a review of contract language disputes (non-disciplinary grievances) at Step 3;</p> <p>optional mediation by written agreement of the parties;</p> <p>issues of arbitrability, including timeliness, be separated from substantive issues of grievance;</p> <p>an appropriate grievance form and request for arbitration form as appendices to the agreement.</p>	<p><u>Union Proposal of 10/25/11:</u></p> <p>Section 3: Proposes an additional review of grievances by the agency head, not a designee, for a decision.</p>	<p>Current grievance procedure provides for a review of grievances by the agency head or designee at Step 2.</p>

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Article	State Proposals	Union Proposals	Comments
7 – Disciplinary Action	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>Section A: Adds statutory reference for establishing cause.</p> <p>Section B: Counter to union proposal for Section A proposing a good faith effort to initiate disciplinary action within 60 days of knowledge of the event giving rise to the disciplinary action; grievability in accordance with Article 6.</p> <p>Section E: status quo</p> <p>Section F: Clarifying language regarding grievability of written reprimands by employees with permanent status in their current position.</p>	<p><u>Union Proposal of 10/27/11:</u></p> <p>Section A: Proposes filing and completing disciplinary actions within 30 days, with exception of criminal investigations; proposes that prior to any investigation or fact-finding process, with exception of criminal investigations, employees will be advised by management, in writing, the nature of the investigation; proposes the union be involved in all stages of investigations unless the employee requests not to have the union involved; requires a specific violation be proven by the state.</p> <p>Section E: Proposes letters of counseling be marked “invalid” after 12 months if no other issues occur.</p>	

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Article	State Proposals	Union Proposals	Comments
	<p>Section G: Counter to union proposal proposing discretion to assess disciplinary suspension of more than 3 days over 2 pay periods</p> <p>Section H: Rejects union proposal</p>	<p>Section G: Proposes any suspension of more than 3 days shall be split over a maximum of 2 pay periods.</p> <p>Section H: Proposes the state maintain a file of unconfirmed or unsubstantiated complaints against employees and investigate any false claims. Individuals or corporations who falsely make complaints be investigated by respective agency and/or charged accordingly if found guilty under Florida law.</p>	
8 – Workforce Reductions	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>clarifying language to reflect permanent status must be attained in the employee’s current position.</p>	No proposal offered	
9 – Voluntary Reassignment, Transfer, Change in Duty Station and Promotions	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: definition of “broadband level” as defined in section 110.107, F.S.</p>	<u>Union Proposal of 10/25/11:</u>	

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Article	State Proposals	Union Proposals	Comments
	<p>Section 2: Rejects union proposal; proposes status quo</p> <p>Section 3: Rejects union proposal; proposes status quo.</p> <p>Section 6: Rejects union proposal; proposes status quo maintaining current limits to grievability.</p>	<p>Section 2(H): Proposes the establishment of a promotional system consisting of at least three steps for promotion within the job class and broadband levels with a minimum step increase of 5% above their previous level salary.</p> <p>Section 3: Proposes the use of state owned vehicle and travel time counted as hours worked for employees assigned to temporary change of duty stations. Sets a limit of 25 miles from the employee’s assigned duty station when not in a state of emergency.</p> <p>Section 6: Proposes striking all limitations to grievability of this article.</p>	<p>Cost estimate: \$1.1 million</p>
<p>10 – Occupation Profiles/Rules Maintained/Documentation</p>	<p>State Proposal of 12/05/11: Incorporates grammatical changes and proposes:</p> <p>Section 1: Rejects union proposal; proposes occupation profiles and Rules of the State Personnel System be maintained on the Department of Management Services’ website (current practice).</p>	<p>Union Proposal of 10/25/11:</p> <p>Section 1: Proposes the establishment of one position description for each position and class code in the bargaining unit; additional duties and changes to position descriptions will be voluntary after properly negotiated.</p>	

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Article	State Proposals	Union Proposals	Comments
	<p>Section 2: Rejects union proposal; proposes status quo with grammatical changes.</p>	<p>Section 2: The union will suspend policies identified that have not been properly notified and bargained.</p>	
11 – Classification Review	<p>State Proposal of 12/05/11: Rejects union proposal; proposes status quo with grammatical changes only.</p>	<p>Union Proposal of 10/25/11: Section 3: Proposes a bi-annual review of salaries of current positions performing like duties of the county, cities, and other enforcement authorities; proposes employees with satisfactory evaluations be brought to equal level of pay of like positions with same amount of service time; proposes the adjustment of pay to at least the median pay of the surrounding areas. Section 4: Reclassifies the position of Fire Protection Specialist from "Compliance Officers" to "Protective Services" and provides special risk retirement benefits.</p>	<p>Cost estimate: indeterminate</p> <p>Estimated cost for 47 positions to receive a 13.04% increase in retirement benefits to special risk is \$240,576. A review by the state's Classification and Compensation Manager established that the Fire Protection Specialist positions were properly classified as they do not perform fire suppression duties.</p>

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Article	State Proposals	Union Proposals	Comments
12 – Personnel Records	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>Section A: clarifying language to reflect the State’s practice to maintain an employee’s official personnel file in the employing agency, not by the Department of Management Services or designee.</p> <p>Section B: an employee may answer any derogatory material within 6 months of placement in the file;</p> <p>corrects the title of the General Records Schedule GS1-SL for State and Local Government Records;</p> <p>striking language providing for the removal of documents from the file which is not provided in the records schedule.</p>	<p><u>Union Proposal of 10/25/11:</u></p> <p>Proposes new Section D: Proposes only documents filed in the official personnel file shall be utilized for any disciplinary hearings or investigations.</p>	

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Article	State Proposals	Union Proposals	Comments
		<p>Proposes new Section E: Proposes any documentation which may have negative impact on employee, used during investigation or disciplinary procedures, shall be notarized prior to submission to the official personnel file.</p>	
13 – Health and Welfare	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes all references to the Division of Forestry be changed to reflect the current name, the Florida Forest Service; rejects union proposals.</p>	<p><u>Union Proposal of 10/27/11:</u> Section 4(A)(3): Proposes fitness technicians be trained to a minimum of First Responder level, and have required personal protective equipment for body substance isolation, first aid kit, and approved AED.</p> <p>Section 4(C)(3): Proposes employees who fail their annual medical exam receive workers' compensation benefits until the employee can provide a physician's statement releasing them to full duty status, and the employee passes the medical exam.</p>	Cost indeterminate but significant

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Article	State Proposals	Union Proposals	Comments
		<p>Section 4(C)(9-10): Proposes employees who fail their annual medical exam due to heart and lung issues will be treated as an on the job injury as long as their initial hire fitness exam was successfully completed; workers' compensation/disability laws will apply. Employees will be tested and evaluated as provided by NFPA 1582 standards.</p>	
14 – State Vehicles and Vessels	<p><u>State Proposal of 12/05/11:</u> Proposes grammatical changes only</p>	<p><u>Union Proposal of 10/25/11:</u></p> <p>Section 2: Provides for the replacement of open-cab equipment with closed-cab equipment, NFPA 1984 approved respirators, adequate communication devices; all equipment will only be repaired by manufacturer approved certified mechanics.</p> <p>Section 3: Proposes transportation for fire protection specialists in the Agency for Health Care Administration be provided; gives employees the option to take home state vehicles when required to be on-call after normal working hours.</p>	<p>Cost estimate: \$7.2 million (Governor's recommended budget includes \$3,840,000)</p>

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Article	State Proposals	Union Proposals	Comments
		Section 4: Proposes reimbursement at the established state rate for use of personal vehicles for official state business, to include after hours response, call-back, and when required to work on scheduled days off.	
15 – Probationary Status	State Proposal of 12/05/11: Proposes grammatical changes only	No proposal offered	
16 – Retirement	State Proposal of 12/05/11: Proposes retirement benefits consistent with section 121.011(3)(d), F.S., and <i>Florida Sheriff's Association v. Department of Admin., 408 So.2d 1033 (Fla. 1981)</i>	No proposal offered	
17 – Allowances and Reimbursements	State Proposal of 12/05/11: Section 1: Rejects union proposal; proposes grammatical changes only.	State Proposal of 10/25/11: Section 1: Proposes compensation for meals at the established state rates when meal breaks are missed by employees due to an emergency response, prescribed burning, or pre-scheduled event.	Union proposes compensation for meals that were <i>missed</i> .

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Article	State Proposals	Union Proposals	Comments
	<p>Section 2: Proposes the Department of Management Services review Competitive Area Differential salary additive requests by agencies in accordance with Rule 60L-32, F.A.C.</p>	<p>Section 2: Proposes Competitive Area Differentials be considered for the counties within the district of Caloosahatchee, and the competitive area differential will apply to all employees within those designated counties already receiving differentials.</p>	<p>Cost estimate to provide CAD to 146 positions: \$305,939</p>
18 – Leaves of Absence	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>Section 2: Clarifying language for employees to request annual or compensatory leave, or leave without pay, to attend union functions.</p> <p>Section 3: statutory language for credit and use of personal holiday.</p>	No proposal offered	
19 – Outside Employment	<p><u>State Proposal of 12/05/11:</u> Proposes grammatical changes only</p>	No proposal offered	

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Article	State Proposals	Union Proposals	Comments
20 – Training and Education	<p>State Proposal of 12/05/11: Rejects union proposal; proposes status quo with grammatical changes only</p>	<p>Union Proposal of 10/27/11: Section 1: Proposes "position related college courses" be included as part of training/education to improve employee performance in current, and possible future positions within their current agency; attendance at said courses would be considered as hours worked, without a loss of pay or benefits.</p> <p>Section 2: Proposes no employee shall be denied training requests without just cause (in writing); provides schedule modifications for training; and provides for a minimum of 40 hrs of job related career advancement training annually, excluding mandated training established by the agency.</p> <p>Proposes new Section 4: Proposes educational annual incentive pay of \$2,000 for a Bachelor's degree, \$4,000 for a Masters degree, and \$6,000 for a Doctorate degree in Fire Science or other related field.</p>	

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		<p>Proposes new Section 5: Proposes all dispatchers, duty officers, and personnel directly involved in dispatching employees to emergency situations be certified as established by section 401.465, F.S.; prevents temporary assignment as a dispatcher without certification.</p>	
21 – Committees	<p>State Proposal of 12/05/11: Rejects union proposal; proposes status quo with grammatical changes only.</p>	<p>Union Proposal of 10/25/11: Section 2: Proposes union notification at least 7 days prior to any meeting that will address issues directly impacting employees; provides for up to 2 representatives to attend while on duty with no loss of pay or benefits.</p>	
22 – Personal Property – Replacement and/or Reimbursement	<p>State Proposal of 12/05/11: Grammatical changes only</p>	No proposal offered	

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Article	State Proposals	Union Proposals	Comments
23 – Hours of Work and Overtime	<p>State Proposal of 12/05/11: Section 1: Rejects union proposal; proposes status quo with grammatical changes only.</p>	<p>Union Proposal of 10/25/11: Section 1(A-E): Proposes normal workday for all employees will consist of 8 hour workday unless changes are successfully negotiated. Prohibits favoritism in selection of overtime or earning compensatory time.</p> <p>Proposes new Section 1(F): Proposes employees will be notified in writing at least three days prior to any modifications of scheduled hours.</p> <p>Proposes new Section 1(G): Proposes that overtime and offsetting of extra hours will not be required until employees have met their contracted hours.</p> <p>Proposes new Section 1(H): Proposes the establishment of work/rest guidelines for emergency response agencies. Mandatory days off will be compensated at a minimum of 8 hours at 1.5 times the employee’s salary regardless of hours worked unless those days coincide with an employee’s normally scheduled day off.</p>	<p>Cost estimate: indeterminate</p> <p>Cost estimate: indeterminate</p>

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Article	State Proposals	Union Proposals	Comments
23 – Hours of Work and Overtime (continued)		<p data-bbox="1033 360 1516 831"> Proposes new Section 1(I): Proposes that employees will only be required to work over their normal scheduled workdays on a voluntary basis. Provides exceptions which include: emergency response situations where no other resources are available; ongoing emergency incident where no replacements are available; during a declared state of emergency; fire readiness levels dictated by wildfire activity warrant extra or prolonged staffing. </p> <p data-bbox="1033 870 1516 1455"> Proposes new Section 1(J): Proposes employees who choose to bank FLSA compensatory time in lieu of overtime will be compensated at 1.5 times the total hours of overtime worked; proposes employees be allowed to bank up to 120 hours of FLSA special compensatory time that must be zeroed out by June 30th of each year. Any hours earned over the 120 will be compensated as overtime pay at 1.5 times the hourly salary. Unused balances remaining on June 30th will be paid out at the employee's hourly rate of pay. </p>	<p data-bbox="1533 870 1955 977"> Cost estimate: indeterminate but significant. Would require system changes if adopted. </p>

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	<p>Section 2: Rejects union proposal; proposes status quo with grammatical changes only.</p> <p>Section 4: Proposes status quo with grammatical changes only.</p> <p>Proposes new Section 5: Proposes special compensatory leave will be earned and credited pursuant to Rule 60L-34, F.A.C.; provides cap of 240 hours; and unless otherwise prohibited by law or rule, all requests for use of approved leave, other than administrative leave, shall first be charged to any special compensatory leave credits accrued.</p>	<p>Section 2: Proposes that holiday hours worked will be compensated at 1.5 times normal work hours.</p> <p>Section 4: Proposes employees assigned to 8 hour work day begin shift at 8:00 a.m.</p>	<p>Cost estimate: \$341,044</p> <p>State proposal to enforce 240 hour cap on special compensatory leave credits; reduce special compensatory leave liability.</p>
24 – On-Call Assignment, Call-Back and Residency	<p>State Proposal of 12/05/11:</p> <p>Section 1: Rejects union proposal; proposes status quo.</p>	<p>Union Proposal of 10/25/11:</p> <p>Section 1: Proposes on-call assignments begin at the end of the workday and continue until the next scheduled operation period (5pm-8am). Employees who cannot go into on-call status because of the needs of the agency shall be compensated for those hours scheduled in accordance with Article 23.</p>	

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	<p>Section 2: Rejects union proposal; proposes status quo with grammatical changes only.</p> <p>Section 3: Rejects union proposal; grammatical changes, clarifies the state's practice for an employee called back to work when placed on-call.</p> <p>Section 4: Proposes employees will reside within a radius of 20 statute miles of their permanent headquarters; pilots hired after July 1, 2012 will reside within a radius of 20 statute miles of the permanent location of their assigned aircraft.</p>	<p>Section 2: Increases the payment of fees for on-call from \$1 to \$5, and from (1/4) to (1/2) of the statewide minimum for Saturday, Sunday, or holidays.</p> <p>Section 3: Increases the minimum hours for call-back from 2 to 4 hours; specifies call-back hours will be considered overtime and compensated at 1.5 times the salary or 1.5 times for compensatory leave credits at employee's discretion. Defines call-back as any state business requiring employees to alter off-duty for more than 7 minutes. Applies regardless of on-call status.</p> <p>Section 4: No proposed change.</p>	<p>Cost estimate: over \$500,000</p> <p>Cost estimate: \$33,260</p>

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Article	State Proposals	Union Proposals	Comments
25 – Wages	<p data-bbox="485 358 1014 464"><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p data-bbox="485 500 1014 605">Section 1: pay shall be in accordance with the Fiscal Year 2012-13 General Appropriations Act.</p> <p data-bbox="485 686 1014 751">Proposes only grammatical changes for Sections 2 through 4.</p> <p data-bbox="485 833 1014 865">Section 5: Rejects union proposal.</p> <p data-bbox="485 1157 1014 1190">Section 6: Rejects union proposal.</p>	<p data-bbox="1035 358 1514 391"><u>Union Proposal of 10/25/11:</u></p> <p data-bbox="1035 500 1514 605">Section 1(B): Proposes a minimum 10% salary increase effective Fiscal Year 2012-13.</p> <p data-bbox="1035 833 1514 1084">Section 5: Proposes the establishment of a pay plan utilizing years in service; annual step increases will be no less than three percent of an employee’s annual salary, or higher if the employee has exemplary performance.</p> <p data-bbox="1035 1157 1514 1409">Section 6: Proposes the establishment of a longevity bonus: 5 year anniversary - \$5000 one time bonus; 10 year anniversary - \$10,000 one time bonus; twenty year anniversary - \$20,000 one time bonus.</p>	<p data-bbox="1535 500 1953 532">Cost estimate: \$2.2 million</p> <p data-bbox="1535 833 1953 865">Cost estimate: \$661,659</p> <p data-bbox="1535 1157 1953 1190">Cost estimate: \$500,573</p>

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26 – Vacant	<p><u>State Proposal of 12/05/11:</u> Proposes status quo</p>	<p><u>Union Proposal of 10/25/11:</u> Section 1: Proposes minimum staffing requirements of at least 2 firefighters per apparatus equipment.</p> <p>At a minimum, one firefighter will serve as lookout and maintain communications.</p> <p>No emergency response will be conducted until all safety protocols and requirements are established and enforced on the fire line.</p> <p>Section 2: Proposes personal protective equipment requirements in compliance with NFPA 1977 including: clothing, hard hats, boots, radios, optional use of respirators.</p> <p>Requires agencies to provide at least 15 minutes of portable self contained breathable air in all equipment operating in the fire line.</p> <p>Defines adequate communication devices.</p>	

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Article	State Proposals	Union Proposals	Comments
		<p>Section 3: Proposes that only certified firefighters will conduct operations on the fire line unless a declaration by the Governor requires an "all hands effort." Employees who are not designated as special risk will only conduct operations under supervision; agencies will establish a verification system to ensure communication, escape routes, etc.</p>	
27 – Uniforms	<p><u>State Proposal of 12/05/11:</u> Section 1: Proposes employees required to wear uniforms in the Florida Forest Service and at the Florida State Hospital shall have the uniform purchase and boot allowance pursuant to the agency's uniform policy.</p> <p>Section 2: Proposes status quo</p>	<p><u>Union Proposal of 10/27/11:</u> Section 1: Proposes a window from August 1st to April 15th for members to purchase uniform components with allowances. If vendors cannot meet the deadline employees affected will directly receive any monies allocated and not used. Issues with vendors are the responsibility of the state.</p> <p>Section 2: Proposes for badges and identification cards as emergency responders at no cost to employees.</p>	

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Article	State Proposals	Union Proposals	Comments
		Section 3: Proposes that Agency for Health Care Administration fire protection specialists receive the same clothing allowances as those in the State Fire Marshal's Office.	Cost estimate for 14 positions at \$250/ea: \$3,500 (not in the Agency for Health Care Administration's proposed budget request).
28 – Vacant	<u>State Proposal of 12/05/11:</u> Proposes status quo	No proposal offered	
29 – Vacant	<u>State Proposal of 12/05/11:</u> Proposes status quo	No proposal offered	
30 – Prevailing Rights	<u>State Proposal of 12/05/11:</u> Proposes vacant article	No proposal offered	Current state law addresses the employer's obligation to negotiate over proposed changes in terms and conditions of employment, and provides a remedy for violations through PERC and the courts. Contract language is redundant and creates potential for inconsistent interpretation and application of the law by arbitrators.
31 – Management Rights	<u>State Proposal of 12/05/11:</u> Proposes grammatical changes only	No proposal offered	

**Florida State Fire Service Association
 Fire Service Unit – State Personnel System
 Current Three-Year Agreement Expires June 30, 2012
 Status of Collective Bargaining as of December 9, 2011
 FY 2012-13 Successor Negotiations – All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
32 – Entire Agreement	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: striking “upon ratification” and provisions for reopener articles as the state proposes a one-year agreement.</p>	No proposal offered	<p>If the agreement is not ratified by all parties pursuant to section 447.309, F.S., the legislative impasse resolution shall take effect as of the date of the legislative action for the remainder of the first fiscal year which was subject to negotiations; the legislative action shall not take effect with respect to preamble, recognition, and duration clauses.</p>
33 – Savings Clause	<p><u>State Proposal of 12/05/11:</u> Proposes grammatical changes only</p>	No proposal offered	
34 – Duration	<p><u>State Proposal of 12/05/11:</u> Proposes one-year agreement to expire June 30, 2013.</p>	<p><u>Union Proposal of 10/25/11:</u> Verbally proposed three-year agreement – no written proposal offered.</p>	



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

December 5, 2011

TRANSMITTED VIA ELECTRONIC MAIL

Mr. Gene "Hal" Johnson, General Counsel
Florida Police Benevolent Association
300 East Brevard Street
Tallahassee, Florida 32301

Dear Mr. Johnson:

Thank you for your continued professionalism during our collective bargaining negotiations. The State of Florida has considered the proposals you provided for the Fiscal Year 2012-13 Florida Highway Patrol Unit collective bargaining agreement during our initial reopener negotiations held on November 7, 2011.

The parties will continue to negotiate proposed changes to the following articles:

- Article 5 –Employee Representation and PBA Activities (both parties propose changes)
- Article 6 – Grievance Procedure (state proposal)
- Article 18 – Hours of Work and Jobe-Connected Disability (both parties proposed changes)
- Article 25 – Wages (both parties propose changes)
- Article 27 – Insurance Benefits (both parties propose changes)

Written contract proposals are included for your consideration and response. We will continue to negotiate and to seek resolution of any unresolved issues.

By separate copy, you will be provided with the proposed salaries and benefits in the Governor's Fiscal Year 2012-13 legislative budget request.

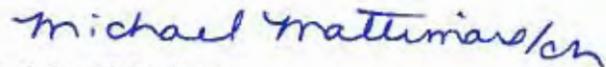
Please direct all correspondence to:
Office of General Counsel | 4050 Esplanade Way, Suite 160 | Tallahassee, Florida 32399-0950
Tel: 850.487.1082 | Fax: 850.922.6312

www.dms.MyFlorida.com

Mr. Gene "Hal" Johnson
December 5, 2011
Page 2 of 2

Please do not hesitate to contact me with any requests.

Sincerely,



Michael Mattimore
Chief Labor Negotiator

MM/jc

Enclosures

Cc: Management Advisory Council and State Bargaining Team
Michael Sevi, Assistant General Counsel, Executive Office of the Governor

Article 5
EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

SECTION 1 – Definitions

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

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

SECTION 2 1 - Representation

(A) ~~From employees in the bargaining unit,~~ The PBA shall select a reasonable number of PBA Grievance Representatives, and shall furnish to the State and keep up-to-date a list of all such employees authorized to act as Grievance Representatives. The State will not recognize any grievance or staff representative whose name does not appear on the appropriate list. ~~In addition,~~ The PBA shall furnish to the State and keep up-to-date a list of PBA Staff Representatives. Where PBA representation is requested by an employee, the representative shall be a person ~~so selected and~~ designated by the PBA.

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

SECTION 3 2 - Representative Access

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

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Gene “Hal” Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 43 - Documents

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

(1) When the DHSMV sends out information which affects an bargaining unit employee's terms and conditions of employment covered by this Agreement, or which could affect the application or interpretation of this Agreement, the PBA will also be sent a copy of the information.

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

(B) The State shall provide each bargaining unit employee with the following:

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

(2) Access to a A copy of any department rules, regulations or policies which affect the employee's salary, benefits or terms and conditions of employment. Employees will be notified of changes and updates as they occur. Changes and updates shall be furnished to the employee as they occur. Employees shall execute a receipt when receiving the above documents which shall be placed in the employee's personnel file.

(C) An employee claiming that he has been denied access to a copy of the Rules of the State Personnel System shall notify the DHSMV personnel office and request a copy of the Rules of

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

~~the State Personnel System desired. Only after such request has been made and denied may a grievance on Paragraph 1 be filed.~~

SECTION 5 4 - Consultation

(A) Upon request by the designated PBA Staff Representative, the Secretary of the Department of Management Services and/or his designated representatives shall make a good faith effort to meet and consult on a quarterly basis with three (3) PBA representatives. 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, but not more often than once in each calendar month, the DHSMV Agency Head and/or his designated representatives shall make a good faith effort to meet and consult with not more than two (2) PBA representatives from the DHSMV and PBA Staff Representative. Such Meetings shall be held at a time and place designated by the Agency Head.

(C) Upon request by the designated PBA Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the PBA Staff Representative and not more than two (2) PBA representatives from the DHSMV. Such Meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

(D) All Consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such the employee participant shall be excused without loss of pay for that purpose. Attendance at the consultation meeting outside of regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and Florida Highway Patrol activities which affect Unit employees, and no such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 65 - Bulletin Boards

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

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

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

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

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

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

SECTION 7 6 - ~~Class Specifications~~ Occupational Profiles and Rules Maintained

The State will maintain on the ~~internet~~ Department of Management Services' website the ~~classification specifications~~ occupational profiles and the Rules of the State Personnel System which it has published, and which affect employees within the bargaining unit.

SECTION 8 7- Negotiations

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

(B) The PBA may designate up to four (4) employees within the Unit to attend each single-day session as Negotiation Committee members and such employees who will be granted administrative leave to attend negotiating sessions with the State. If travel to and from negotiations unavoidably occurs on work days immediately preceding or following a day of negotiation, Unit employees shall be eligible to receive administrative leave on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. If the PBA chooses to hold a negotiation preparatory meeting on the calendar day immediately preceding a scheduled negotiation session, negotiation committee members will be granted administrative leave for attendance at such meeting. Administrative leave for travel time to such preparatory meeting is limited to the day of the preparatory meeting. No individual employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The Agency shall not reimburse the employee for

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(C) The selection of any employee shall not unduly hamper the operations of the work unit. No more than one (1) employee per FHP region shall attend a single day session.

SECTION 98 – Changes To Policies

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

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

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

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

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

SECTION 109 – Academy Access

Where the DHSMV operates its own Academy and conducts entry-level Florida Highway Patrol training, the PBA will be notified of the date, time and location of such the training, and the parties will determine the date and time the PBA will be granted academy access. A representative of the PBA, accompanied by the head of the Academy, will be permitted to address each entry-level Florida Highway Patrol class during class time, to issue to each recruit a copy of the current PBA Agreement, to discuss the provisions of that Agreement, and to describe the organization and benefits. Said The presentation will not last longer than thirty (30) minutes,

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Date

unless a longer period is mutually agreed to by the PBA and the DHSMV, and may be made only once per class at a time mutually selected in advance by the PBA, the representative of the head of the academy, and the DHSMV agency head or designee.

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 6
GRIEVANCE PROCEDURE

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

SECTION 1 - Definitions

As used in this Article:

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

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

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

SECTION 2 - Election of Remedy and Representation

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(B) An employee who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether ~~or not~~ he shall be represented by the PBA. When the employee has elected PBA representation, both the employee and the PBA Representative shall be notified of any Step 1 meeting. ~~Further, any W~~ritten communication concerning the grievance or its resolution shall be sent to both the employee and the PBA representative, and any decision ~~mutually~~ agreed to by the State and the PBA shall be binding on the employee.

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

The PBA shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the PBA.

SECTION 3 - Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

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

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

(D) Once a grievance is presented, no new violation or issue can be raised, ~~unless the Parties mutually~~ agree in writing to revise or amend the alleged violations or issues, ~~or for good cause~~ but in no event less than seven (7) days prior to any arbitration hearing. When an issue is unchanged, but it is determined that an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

(F) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked. All grievance meetings shall be held at times and locations mutually agreed to by the parties, except that, unless mutually agreed otherwise, all meetings shall be held within fifty (50) miles of the grievant's place of work.

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

(H) Grievances and grievance responses may be filed by hand-delivery, mail (including e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

(1) Step 1.

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

(B) The Step 1 Management Representative or his designee shall communicate a decision in writing to the employee and to the PBA Grievance Representative, if any, within fourteen (14)

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

days following receipt of the grievance form. If the Management Representative fails to respond within the time limit, it shall be deemed a denial.

(2) Step 2.

(A) If the grievance is not resolved at Step 1, the employee or his designated representative may submit it to the Agency Head or his designated representative within fourteen (14) days after receipt of the decision at Step 1.

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

(3) Step 3 – Contract Language Disputes

(A) If a grievance concerning the interpretation or application of this Agreement, other than a disciplinary grievance alleging only a violation of Article 10, is not resolved at Step 2, the employee or PBA Grievance Representative may submit it to the Department of Management Services within 14 days after receipt of the decision at Step 2.

(B) The Department of Management Services shall meet with the employee and/or the PBA Grievance Representative, if any, to discuss the grievance, and shall communicate a decision in writing to the PBA within fourteen (14) days following receipt of the written grievance.

(4) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), either prior to the grievance being submitted to arbitration or after it has been submitted but before a hearing is scheduled. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Step 3. (5) Arbitration

(A) If ~~the a~~ **disciplinary** grievance **alleging a violation of Article 10** is not resolved at Step 2, the PBA may appeal the grievance to arbitration within ~~fourteen (14)~~ **14** days after receipt of the decision at Step 2. **If a contract language dispute as described in (3), above, is not resolved at Step 3, the PBA may appeal the grievance to arbitration within 14 days after receipt of the decision at Step 3.** If, at the initial written step, the PBA declined to represent the employee because he was not a member of the PBA, the employee may appeal the grievance to arbitration. **The grievance appeal to arbitration shall be filed with the Department of Management Services on the form contained in Appendix C and shall** include a copy of the grievance forms submitted at Steps 1, ~~and 2,~~ **and 3 (if applicable)** together with all written responses and documents in support of the grievance. ~~The Department of Management Services may have a meeting with the PBA Staff Representative or his designee to discuss the grievance.~~

(B) The arbitrator shall be one person from a panel of four (4) arbitrators selected by the Parties.

(C) The parties may, by **mutual** agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be held at times and locations **mutually** agreed to by the parties; however, unless **mutually** agreed otherwise, all hearings shall be held within fifty (50) miles of the grievant(s)' place of work.

(D) Issues of arbitrability, including timeliness, shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of (5)(B).

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

- (1) The arbitrator shall issue **his a** decision not later than fourteen (14) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
- (2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
- (3) The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
- (4) The arbitrator shall limit **his the** decision strictly to the application and interpretation of the specific provisions of this Agreement.
- (5) The arbitrator shall be without power or authority to make any decisions that are:
 - (a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.
 - (b) Limiting or interfering in any way with the power, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the express provisions of this Agreement.
- (6) The arbitrator's award may include back pay, to the Grievant(s); however, the following limitations shall apply to such monetary awards:
 - (a) No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(b) The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced by the amount of wages earned from other sources excluding unemployment compensation received by the employee during the period of time affected by the award.

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

(d) The PBA will not be responsible for costs of an arbitration to which it was not a Party.

SECTION 4 - Time Limits

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

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

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

SECTION 5 - Exceptions

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

(2) The PBA shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 in accordance with the provisions set forth herein, within fourteen (14) days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

SECTION 6 – Expedited Arbitration

(A) The parties recognize that certain grievances are may be amenable to expedited resolution by an arbitrator. Accordingly at any point in the grievance procedure, the PBA may request expedited arbitration of any grievance. Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used in instances of mutual upon agreement of the parties.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitrator is designated by rotation from the list of four (4) permanent arbitrators.

(3) Expedited arbitration hearings shall be no longer than four (4) six (6) hours in duration, with each party limited to two (2) three (3) hours, with a maximum of two (2) witnesses per party, and one (1) rebuttal witness if necessary. There shall

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Date

be no post-hearing briefs, although either party may submit **a** written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three (3) pages) decision within seven (7) days of the hearing. With the exception of the foregoing, all provisions of Section (3)(J)(5) of this procedure shall be applicable.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 18

HOURS OF WORK, LEAVE AND JOB-CONNECTED DISABILITY

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

SECTION 1 – Workday, Work Period

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

(B) Where an employee works hours in excess of their regular schedule, the State has the ability to adjust the employee's schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee's adjusted shift for a 40-hour work period, or 24 hours notice for a 80-hour work period or 36 hours notice for a 160-hour work period. The State will make a good faith effort to offset such extra hours in eight (8) hour increments.

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

SECTION 2 – Non-Required Work Time

Florida Highway Patrol Bargaining Unit Employees shall not be required to volunteer time to the State. If records of voluntary time are kept by the State or the DHSMV, they shall not be used to adversely affect performance reviews or promotions.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 3 – Work Schedule

(A) Where an employee has an established schedule, a change in workdays or shifts will be posted no less than fourteen (14) calendar days in advance and will reflect at least a two (2) workweek schedule; however, the State will make a good faith effort to reflect a one (1) month schedule.

(B) In the event of a declared emergency the notice requirement of this Section may be **voided by the DHSMV**.

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

SECTION 4 – Overtime

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

(B) Work beyond the employee’s regular work period shall be recognized in accordance with **Chapter 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 forty (40) hour workweek while so assigned. The State and the PBA will cooperate to secure funds for the payment of overtime to **Unit** employees in the situation described herein. The State shall make a reasonable effort to equalize distribution of overtime opportunities.

(C) The PBA agrees to support **those** changes in **Chapter 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.**

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Gene “Hal” Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 5 – FLSA ~~Special~~ Compensatory Leave

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

(B) An employee who is filling an included position may, at the end of the approved extended period, waive payment for overtime and have the overtime hours credited to “FLSA ~~special~~ compensatory leave.” If such election is made, the overtime hours will be credited as “FLSA ~~special~~ compensatory leave” credits at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of one hundred (100) hours of “FLSA ~~special~~ 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 ~~special~~ compensatory leave” credits at the close of business on December 31 and June 30 shall be paid for at the employee’s straight time regular hourly rate in accordance with ~~Chapter Rule~~ 60L-34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused “FLSA ~~special~~ compensatory leave” in accordance with the above.

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

- (1) Florida Highway Patrol recruits undergoing training to attain Law Enforcement Certification, or agency-specific orientation, will be exempt from the 100 hour cap on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.
- (2) Recruits may request up to 120 hours of FLSA leave upon graduation from the academy or educational institution for the purpose of relocating to their new assignment. Such leave must be authorized by the recruit’s agency. Recruits

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel
Florida Police Benevolent Association

Date

Date

must use the accrued FLSA compensatory leave credits before using regular annual leave.

- (3) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Chapter Rule 60L-34, Florida Administrative Code, and Article 18, Section 6(A) of the Agreement.

SECTION 6 – Special Compensatory Leave

(A) Special compensatory leave will be earned and credited pursuant to Rule 60L-34, Florida Administrative Code. In no case shall the employee’s accrued special compensatory leave balance exceed 240 hours.

(B) In the event that the employee’s current special compensatory leave balance is at the 240 hour maximum, and the employee is required to work under conditions that would normally earn special compensatory leave credits, no additional special compensatory leave is earned.

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

~~(A) An employee shall be eligible to earn special compensatory leave credits as a result of hours worked on a holiday; extra hours worked during an established work period which contains a holiday or when a facility is closed under Executive Order during emergency conditions. When an employee is required to work in circumstances as set forth in this paragraph, any special compensatory leave earned at the end of the workweek, work period, or extended work period, shall be taken with the mutual agreement of the employee and the supervisor provided the special compensatory leave is taken within sixty (60) calendar days of the holiday or last date the facility remained closed under Executive Order. Thereafter, the special compensatory leave will be scheduled at the discretion of the supervisor. The State shall not offset special compensatory leave earned during a work period due to a holiday with approved sick leave used during the same work period or administrative leave used in the work period for negotiations pursuant to Article 5.~~

~~(B) Florida Highway Patrol bargaining unit Employees may, at their option, use special compensatory leave before using accrued annual leave credits. Employees will only be~~

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel
Florida Police Benevolent Association

Date

Date

~~permitted to accumulate a maximum of two hundred and forty (240) hours of special compensatory leave credits.~~

SECTION 7 – Sick Leave Pool and Sick Leave Transfer

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

SECTION 8 – Section 440.15(12), Florida Statutes – Full-Pay Status

(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in Section 440.15(12), Florida Statutes, may be carried in full-pay status.

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

SECTION 9 – **Chapter Rule 60L-34, Florida Administrative Code- Disability Leave With Pay**

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 10 – 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 his 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 Department of Management Services shall be final and binding on all parties.

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Gene “Hal” Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 25
WAGES

SECTION 1 – Pay Provisions - General

(A) Pay shall be in accordance with the Fiscal Year ~~2011-2012~~ **2012-2013** General Appropriations Act ~~as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands.~~

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year ~~2011-2012~~ **2012-2013** General Appropriations Act.

SECTION 2 – Other Pay Provisions

Based on the DHSMV’s determination that sufficient funds and salary rate are available, the State and PBA agree:

(A) ~~Increases to an employee's base rate of pay, shall be implemented in accordance with state law and the General Appropriations Act.~~ When the DHSMV grants an increase to an employee's base rate of pay, the new base rate of pay shall be within the broadband level and in accordance with Section 216.251(3), Florida Statutes. If the DHSMV determines that an increase to base rate of pay is to be granted based on one of the categories below, the following amounts of increase shall be granted:

1. Outstanding Job Performance Rating - up to 8%;
2. Added Duties and Responsibilities – up to 8%;
3. Education and Training – up to 8%;
4. Reassignment – up to 8%;
5. Transfer – up to 12%;
6. Competitive Job Offer – up to a level to be competitive;

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel
Florida Police Benevolent Association

Date

Date

7. Internal Pay Relationships – as necessary and within the funds available.

(B) Salary additives shall be implemented in accordance with the General Appropriations Act and state law, including Section 110.2035(6)(c), Florida Statutes and Section 216.251(3), Florida Statutes.

The DHSMV may assign one of the following job duties to an employee. If the DHSMV grants a salary additive to an employee, which must be in accordance with the law, the following amounts of increase shall be granted:

1. Leadworker – up to 5% of the broadband minimum;
2. Temporary Special Duty – up to 15% of the employee's base rate of pay;
3. Trainer – up to 15% of the broadband minimum;
4. Hazardous Duty – up to 15% of the broadband minimum.

(C) If the DHSMV elects to grant an increase or additive higher than those provided in paragraphs (A) or (B), the Union will be notified.

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

In accordance with the authority provided in the Fiscal Year ~~2011-2012~~ 2012-2013 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, the DHSMV is authorized to grant a temporary special duties pay additive, of up to 15 percent of the employee's base rate of pay, to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 4 – Cash Payout of Annual Leave

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

SECTION 5 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to **Chapter Rule** 60L-35, Florida Administrative Code.

SECTION 6 – Savings Sharing Program

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

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Gene “Hal” Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 27
INSURANCE and RETIREMENT BENEFITS

SECTION 1 - State Employees Group Insurance Program

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

SECTION 2 – Retirement

Consistent with § 121.011(3)(d), Florida Statutes, and *Florida Sheriff's Association v. Dept. of Admin.*, 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits, rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.

SECTION ~~2~~ 3 - Death In-Line-Of-Duty Benefits

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Florida Highway Patrol Unit

Reopener Proposals for 2012-2013

November 7, 2011

*PBA - FHP Unit Reopener Proposals
Articles 5, 18, 25 and 27
November 7, 2011, Page 1 of 2*

*WAGES, Article 25, Section 1 – The Florida PBA proposes the State adopt the following wage proposal for employees in the bargaining unit:

- (a) Effective July 1, 2012, all bargaining unit employees will receive a three (3%) percent competitive pay adjustment to their June 30, 2012 base rate of pay.
- (b) Effective January 1, 2013, all bargaining unit employees will receive a one (1%) percent experience adjustment to their December 31, 2012 base rate of pay for each five years of service as a sworn state law enforcement officer up to a maximum of two (2%) percent experience adjustment.
- (c) Effective April 1, 2013, all bargaining unit employees who receive an annual overall performance evaluation of "exceeds standards" shall receive a one (1%) percent merit wage adjustment to their March 31, 2013 base rate of pay. The merit wage adjustment will be based upon the last annual performance evaluation received by the employee prior to April 1, 2013.

*Continue emergency, deployment benefit.

Other proposals:

INSURANCE BENEFITS, Article 27 – The Florida PBA and State agree to maintain health insurance benefits, health care deductive, co-payments and employee health insurance premiums at their current levels.

HOURS OF WORK, Article 18 – Section 6 of the article dealing with special compensatory leave shall modified to provide that special compensatory

leave accumulated between July 1st of the fiscal year and December 31st of the fiscal year shall be paid for at the employee's straight time regular hourly rate and such leave accumulated between January 1st of the fiscal year and June 30th of the fiscal year shall be paid for at the employee's straight time regular hourly rate.

At the end of the fiscal year, a bargaining unit employee may request payment, or the agency may elect to pay, for accumulated special compensatory time in the amount of eight (8) hours for each year of service with the agency up to a total of forty (40) hours per year.

An employee will not be required to use special compensatory time in lieu of annual leave if such usage is reasonably anticipated to place the employee in the posture of having to convert annual leave into sick leave at the end of the calendar year.

EMPLOYMENT REPRESENTATION, Article 5 – The Florida PBA proposes creation of a new Section 10 which provides the president of the Florida PBA Florida Highway Patrol Chapter shall upon request be granted up to 160 hours of work time by the agency head or his or her designee to perform representational service for bargaining unit members. A request for such time shall not be unreasonably be denied so long as it does not unduly interfere with agency operations

*PBA - FHP Unit Reopener Proposals
Articles 5, 18, 25 and 27
November 7, 2011
Page 2 of 2*

Police Benevolent Association (PBA) - Florida Highway Patrol CBU 12 Economic Proposals Fiscal Year 2012-2013		
Union/Issue	Estimated Cost	Comments
Article 25(1)(a): Effective July 1, 2012, 3% Competitive Pay Adjustment	\$2.5m	Costs calculated with a 3% increase on each position's current base rate salary. Includes filled and vacant positions. Source used for calculation is LAS/PBS. Costing prepared by OPB.
Article 25(1)(b): Effective January 1, 2013, all bargaining unit employees will receive a 1 percent experience adjustment to their December 31, 2012 base rate of pay for each five years of service as a sworn state correctional or correctional probation officer up to a maximum of two percent.	\$532,140	Calculation is based on current active employees and excludes vacancies and those not yet having 5 years. People First was the source of data for calculation- annualized for 6 months (a full year would cost \$1.1 million).
Article 25(1)(c): Effective April 1, 2013, all bargaining unit employees who receive an annual overall performance evaluation of "exceeds standards" will receive a 1 percent merit wage adjustment to their March 31, 2013 base rate of pay.	\$211,270	Costs calculated with a 1% increase on each position's current base rate salary. Includes filled and vacant positions. Source used for calculation is LAS/PBS-annualized for 3 months (a full year would cost \$844,144). Costing prepared by OPB assuming all members performance evaluations exceed standards.
Article 27(a): Propose that the Florida PBA and State agree to maintain health insurance benefits, deductibles and employee health insurance premiums at current levels.	Indeterminate	The Governor's Recommended Budget for Fiscal Year 2012-2013 has not been completed at this time. Any additional cost to the collective bargaining member will be based on recommendations for state employee benefits in the Governor's Recommended Budget for Fiscal Year 2012-2013. State employee wage and benefit recommendations will be presented at a later date.
Article 18(6): Modifies special comp leave to allow for payments of accumulated leave at the employee's straight time regular hourly rate after June 30th and Dec 31st. Special comp may also be paid in the amount of 8 hours for each year of service up to a total of 40 hrs per year. Prohibits the requirement to use special comp in lieu of annual leave if conversion of annual leave into sick leave is anticipated.	Indeterminate but significant	

**Police Benevolent Association
 Florida Highway Patrol Unit – State Personnel System
 Current Three-Year Agreement Expires June 30, 2013
 Status of Collective Bargaining as of December 9, 2011
 Fiscal Year 2012-13 Reopener Negotiations – Up to 4 Articles Per Party Open for Negotiation**

Article	State's Proposals	Union's Proposals	Comments
<p>Article 5 – Employment Representation and PBA Activities</p>	<p>State's 12-05-11 Proposal:</p> <p>Grammatical changes for clarification, and proposes::</p> <p>clarifies the terms “employee” and “Grievance Representative” used in the Agreement,</p> <p>clarifies that the Secretary of the Department of Management Services or designee and the HSMV Agency Head or designee <i>will make a good faith effort</i> to meet and consult with the Union, upon the union's request.</p> <p>clarifies that the State will maintain on the Department of Management Services website the Rules of the State Personnel System, any written interpretations of the Rules of the State Personnel System, and State Personnel System classification specifications.</p>	<p>Union's 11-07-11 Proposal:</p> <p>Creates Section 10 for the purpose of providing the Union President, Florida Highway Patrol Chapter, upon request to the Agency Head or designee, with up to 160 hours of work time to perform representational service for unit members.</p>	

**Police Benevolent Association
 Florida Highway Patrol Unit – State Personnel System
 Current Three-Year Agreement Expires June 30, 2013
 Status of Collective Bargaining as of December 9, 2011
 Fiscal Year 2012-13 Reopener Negotiations – Up to 4 Articles Per Party Open for Negotiation**

Article	State's Proposals	Union's Proposals	Comments
<p>Article 6 – Grievance Procedure</p>	<p>State's 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and proposes:</p> <p>clarification that grievances concerning the interpretation or application of the Agreement that are not resolved at Step 2 may be submitted by the union to the Department of Management Services for review and a written decision,</p> <p>an Appendix B to include a collective bargaining grievance form and a Appendix C to include a request for arbitration form,</p> <p>that the parties may by written agreement submit a grievance for mediation, and</p> <p>issues of arbitrability, including timeliness, be separated from substantive issues of the grievance.</p>	<p>No Proposal Offered.</p>	

**Police Benevolent Association
 Florida Highway Patrol Unit – State Personnel System
 Current Three-Year Agreement Expires June 30, 2013
 Status of Collective Bargaining as of December 9, 2011
 Fiscal Year 2012-13 Reopener Negotiations – Up to 4 Articles Per Party Open for Negotiation**

Article	State's Proposals	Union's Proposals	Comments
<p>Article 18 – Hours of Work, Leave and Job-Connected Disability</p>	<p>State's 12-05-11 Proposal:</p> <p>Incorporates grammatical changes for clarification, and proposes:</p> <p>revision to Section 6 – <i>Special Compensatory Leave</i>, clarifying that special compensatory leave will be earned and credited pursuant to Rule 60L-34, Florida Administrative Code, clarifying the enforcement of the 240 hour cap on the accrual of special compensatory leave credits, and that unless prohibited by law or rule, all requests for use of approved leave other than administrative leave shall first be charged to any special compensatory leave credits the employee has accrued.</p>	<p>Union's 11-07-11 Proposal:</p> <p>Special compensatory Leave accumulated between July 1 and December 31 of the fiscal year shall be paid for at employee's regular hourly rate, that special compensatory leave accumulated between January 1 and June 30 of the fiscal year shall be paid for at the employee's regular hourly rate.</p> <p>Employees will not be required to use special compensatory time in lieu of annual leave if such usage is reasonably anticipated to place the employee in the posture of having to convert annual leave into sick leave at the end of the calendar year.</p>	<p>State proposal to enforce 240 hour cap on special compensatory leave credits; reduce special compensatory leave liability.</p>

**Police Benevolent Association
 Florida Highway Patrol Unit – State Personnel System
 Current Three-Year Agreement Expires June 30, 2013
 Status of Collective Bargaining as of December 9, 2011
 Fiscal Year 2012-13 Reopener Negotiations – Up to 4 Articles Per Party Open for Negotiation**

Article	State's Proposals	Union's Proposals	Comments
<p>Article 25 - Wages</p>	<p>State's 12-05-11 Proposal:</p> <p>Pay shall be in accordance with Fiscal Year 2012-13 General Appropriations Act.</p> <p>Provides for other pay provisions</p> <p>Provides for compensation for deployment to a facility or area closed due to emergency.</p> <p>Employees may be given the option of receiving up to 24 hours of unused annual leave each December, in accordance with section 110.219(7), Florida Statutes.</p> <p>Each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p> <p>An employee or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.</p>	<p>Union's 11-07-11 Proposal:</p> <p>Effective July 1, 2012, all employees receive 3% competitive pay adjustment to their June 30, 2012, base rate of pay.</p> <p>Effective January 1, 2013, all employees receive 1% experience adjustment to their December 31, 2012, base rate of pay for each 5 years of service as a sworn law enforcement officer, up to a maximum of 2% experience adjustment.</p> <p>Effective April 1, 2013, all employees who receive an annual overall performance evaluation of "exceeds standards" shall receive a 1% merit wage adjustment to their March 31, 2013, base rate of pay. The adjustment will be based upon the last annual evaluation received prior to April 1, 2013.</p>	<p>Estimated cost of union's proposals:</p> <p>\$2.5m</p> <p>\$532,140</p> <p>\$211,270</p>

**Police Benevolent Association
 Florida Highway Patrol Unit – State Personnel System
 Current Three-Year Agreement Expires June 30, 2013
 Status of Collective Bargaining as of December 9, 2011
 Fiscal Year 2012-13 Reopener Negotiations – Up to 4 Articles Per Party Open for Negotiation**

Article	State's Proposals	Union's Proposals	Comments
<p>Article 27 – Insurance Benefits</p>	<p>State's 12-05-11 Proposal:</p> <p>Propose new Article title: <i>Insurance and Retirement Benefits</i></p> <p>Proposes Section 2 header – <i>Retirement</i>, with the proposed language:</p> <p>Consistent with § 121.011(3)(d), Florida Statutes, and <i>Florida Sheriff's Association v. Dept. of Admin.</i>, 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits, rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.</p>	<p>Union's 11-07-11 Proposal:</p> <p>Proposes that the State and the Union agree to maintain health insurance benefits, health care deductibles, co-payments and employee health insurance premiums at their current levels.</p>	



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

December 5, 2011

TRANSMITTED VIA ELECTRONIC MAIL

Mr. Gene "Hal" Johnson, General Counsel
Florida Police Benevolent Association
300 East Brevard Street
Tallahassee, Florida 32301

Dear Mr. Johnson,

Thank you for your continued professionalism during our collective bargaining negotiations. The State of Florida has considered the proposals you provided for the Fiscal Year 2012-13 Law Enforcement Unit collective bargaining agreement during our initial reopener negotiations held on November 7, 2011.

The parties will continue to negotiate proposed changes to the following articles:

- Article 5 – Employee Representation and PBA Activities (both parties propose changes)
- Article 6 – Grievance Procedure (state proposal)
- Article 18 – Hours of Work and Job-Connected Disability (both parties proposed changes)
- Article 25 – Wages (both parties propose changes)
- Article 27 – Insurance Benefits (both parties propose changes)

Written contract proposals are included for your consideration and response. We will continue to negotiate and to seek resolution of any unresolved issues.

By separate copy, you will be provided with the proposed salaries and benefits in the Governor's Fiscal Year 2012-13 legislative budget request.

Please direct all correspondence to:
Office of General Counsel | 4050 Esplanade Way, Suite 160 | Tallahassee, Florida 32399-0950
Tel: 850.487.1082 | Fax: 850.922.6312

www.dms.MyFlorida.com

Mr. Gene "Hal" Johnson
December 5, 2011
Page 2 of 2

Please do not hesitate to contact me with any requests.

Sincerely,

A handwritten signature in blue ink that reads "Michael Mattimore/jc". The signature is written in a cursive style.

Michael Mattimore
Chief Labor Negotiator

MM/jc

Enclosures

Cc: Management Advisory Council and State Bargaining Team
Michael Sevi, Assistant General Counsel, Executive Office of the Governor

Article 5
EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

SECTION 1 – Definitions

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

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

SECTION 2 1 - Representation

(A) ~~From employees in the bargaining unit,~~ ~~T~~he PBA shall select a reasonable number of PBA Grievance Representatives, and shall furnish to the State and keep up-to-date a list of ~~all such~~ employees authorized ~~to act~~ as Grievance Representatives. The State will not recognize any grievance or staff representative whose name does not appear on the ~~appropriate~~ list. ~~In addition,~~ ~~T~~he PBA shall furnish to the State and keep up-to-date a list of PBA Staff Representatives. Where PBA representation is requested by an employee, the representative shall be a person ~~so selected and~~ designated by the PBA.

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

SECTION 3 2 - Representative Access

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

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Gene “Hal” Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 4.3 - Documents

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

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

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

(B) The State shall provide each ~~bargaining unit~~ employee with the following:

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

(2) ~~Access to a~~ A copy of ~~any~~ department rules, regulations or policies which affect the employee's salary, benefits or terms and conditions of employment. ~~Employees will be notified of changes and updates as they occur. Changes and updates shall be furnished to the employee as they occur. Employees shall execute a receipt when receiving the above documents which shall be placed in the employee's personnel file.~~

~~(C) An employee claiming that he has been denied access to a copy of the Rules of the State Personnel System shall notify the agency personnel and request a copy of the Rules of the State Personnel System desired. Only after such request has been made and denied may a grievance on Paragraph 1 be filed.~~

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Date

SECTION 5.4 - Consultation

(A) Upon request by the designated PBA Staff Representative, the Secretary of the Department of Management Services and/or his designated representatives shall make a good faith effort to meet and consult on a quarterly basis with three (3) PBA representatives. 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, but not more often than once in each calendar month, the Agency Head and/or his designated representatives shall make a good faith effort to meet and consult with not more than two (2) PBA representatives from the Agency and PBA Staff Representative. Such meetings shall be held at a time and place designated by the Agency Head.

(C) Upon request by the designated PBA Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the PBA Staff Representative and not more than two (2) PBA representatives from the Agency. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

(D) All consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such the employee participant shall be excused without loss of pay for that purpose. Attendance at the consultation meeting outside of regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and agency law enforcement activities which affect Unit employees, and no such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 65 - Bulletin Boards

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

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

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

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

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

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

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

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Date

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

SECTION 7 6 - ~~Class Specifications~~ **Occupational Profiles and Rules Maintained**

The State will maintain on the ~~internet~~ **Department of Management Services' website** the ~~classification specifications~~ **occupational profiles** and the Rules of the State Personnel System which it has published, and which affect employees within the bargaining unit.

SECTION 8 7- Negotiations

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

(B) The PBA may designate up to eight (8) employees ~~within the Unit~~ to attend each single-day session as Negotiation Committee members ~~and such employees~~ **who** will be granted administrative leave to attend ~~negotiating~~ **negotiation** sessions with the State. If travel to and from negotiations unavoidably occurs on work days immediately preceding or following a day of negotiation, ~~Unit~~ employees shall be eligible to receive administrative leave on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. If the PBA chooses to hold a negotiation preparatory meeting on the calendar day immediately preceding a scheduled negotiation session, negotiation committee members will be granted administrative leave for attendance at ~~such the~~ meeting. Administrative leave for travel time to ~~the such~~ preparatory meeting is limited to the day of the preparatory meeting. No ~~individual~~ employee shall be credited with more than the number of hours in the employee's regular workday for ~~any~~ day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at ~~such~~ negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The Agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(C) The selection of any employee shall not unduly hamper the operations of the work unit. No more than one (1) employee per agency shall attend a single day session.

SECTION 98 – Changes To Policies

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

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

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

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

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

SECTION 109 – 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 such 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. Said The presentation will not last longer than thirty (30) minutes, unless a longer period is mutually agreed to by the PBA and the agency, and may be made only once per class at a time mutually selected in advance by the PBA, the representative of the head of the academy, and the agency head or designee.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 6 GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article:

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

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

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

SECTION 2 - Election of Remedy and Representation

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(B) An employee who decides to use this Grievance Procedure shall indicate at Step 1 (or the initial written step if authorized by the provisions of this Article) whether ~~or not~~ he shall be represented by the PBA. When the employee has elected PBA representation, ~~both~~ the employee and the PBA Representative shall be notified of ~~any~~ Step 1 meetings. ~~Further, any~~ ~~Ww~~ritten communication concerning the grievance or its resolution shall be sent to ~~both~~ the employee and the PBA representative, and ~~any the~~ decision ~~mutually~~ agreed to by the State and the PBA shall be binding on the employee.

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

The PBA shall not be bound by the decision of ~~any~~ grievance or arbitration in which the employee was not represented by the PBA.

SECTION 3 - Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

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

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

(D) Once a grievance is presented, no new violation or issue can be raised, ~~unless the Parties mutually~~ agree in writing to revise or amend the alleged violations or issues, ~~or for good cause~~ but in no event less than seven (7) days prior to any arbitration hearing. When an issue is unchanged, but it is determined that an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

(F) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, **such the** participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked. All grievance meetings shall be held at times and locations **mutually** agreed to by the parties, except that, unless **mutually** agreed otherwise, all meetings shall be held within fifty (50) miles of the grievant's place of work.

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

(H) Grievances and grievance responses may be filed by hand-delivery, mail (including e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m.). Documents received after business hours shall be considered received the next business day.

(1) Step 1.

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(B) The Step 1 Management Representative or his designee shall communicate a decision in writing to the employee and to the PBA Grievance Representative, if any, within fourteen (14) days following receipt of the grievance form. If the Management Representative fails to respond within the time limit, it shall be deemed a denial.

(2) Step 2.

(A) If the grievance is not resolved at Step 1, the employee or his designated representative may submit it to the Agency Head or his designated representative within fourteen (14) days after receipt of the decision at Step 1.

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

(3) Step 3 – Contract Language Disputes

(A) If a grievance concerning the interpretation or application of this Agreement, other than a disciplinary grievance alleging only a violation of Article 10, is not resolved at Step 2, the employee or PBA Grievance Representative may submit it to the Department of Management Services within 14 days after receipt of the decision at Step 2.

(B) The Department of Management Services shall meet with the employee and/or the PBA Grievance Representative, if any, to discuss the grievance, and shall communicate a decision in writing to the PBA within fourteen (14) days following receipt of the written grievance.

(4) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), either prior to the grievance being submitted to arbitration or after it has been submitted but before a hearing is scheduled. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

Step 3 (5) Arbitration

(A) If the a disciplinary grievance alleging a violation of Article 10 is not resolved at Step 2, the PBA may appeal the grievance to arbitration within fourteen (14) days after receipt of the decision at Step 2. If a contract language dispute as described in (3), above, is not resolved at Step 3, the PBA may appeal the grievance to arbitration within 14 days after receipt of the decision at Step 3. If, at the initial written step, the PBA declined to represent the employee because he was not a member of the PBA, the employee may appeal the grievance to arbitration. The grievance appeal to arbitration shall be filed with the Department of Management Services on the form contained in Appendix C and shall include a copy of the grievance forms submitted at Steps 1, and 2, and 3 (if applicable) together with all written responses and documents in support of the grievance. The Department of Management Services may have a meeting with the PBA Staff Representative or his designee to discuss the grievance.

(B) The arbitrator shall be one person from a panel of four (4) arbitrators selected by the Parties.

(C) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be held at times and locations mutually agreed to by the parties; however, unless mutually agreed otherwise, all hearings shall be held within fifty (50) miles of the grievant(s)' place of work.

(D) Issues of arbitrability, including timeliness, shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of (5)(B).

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(1) The arbitrator shall issue **his a** decision not later than fourteen (14) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

(2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

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

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

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

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

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

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

(a) No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(b) The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced by the amount of wages earned from other sources excluding unemployment compensation received by the employee during the period of time affected by the award.

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

(d) The PBA will not be responsible for costs of an arbitration to which it was not a Party.

SECTION 4 - Time Limits

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

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

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

SECTION 5 - Exceptions

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

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

(2) The PBA shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The PBA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 or, where more than one agency is implicated, Step 3 of this procedure, in accordance with the provisions set forth herein, within fourteen (14) days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

SECTION 6 – Expedited Arbitration

(A) The parties recognize that certain grievances ~~are~~ may be amenable to expedited resolution by an arbitrator. Accordingly at any point in the grievance procedure, the PBA may request expedited arbitration of any grievance. Requests for expedited arbitration shall be granted in cases involving arbitrable disciplinary action less than discharge. In all other cases, expedited arbitration will be used ~~in instances of mutual~~ upon agreement of the parties.

(B) Expedited Arbitration Rules:

(1) When a grievance is to be resolved via expedited arbitration, all remaining steps in the grievance procedure are skipped and the grievance is submitted directly to the expedited arbitrator.

(2) The arbitrator is designated by rotation from the list of four (4) permanent arbitrators.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

(3) Expedited arbitration hearings shall be no longer than ~~four (4)~~ **six (6)** hours in duration, with each party limited to ~~two (2)~~ **three (3)** hours, ~~with a maximum of two (2) witnesses per party, and one (1) rebuttal witness if necessary.~~ There shall be no post-hearing briefs, although either party may submit **a** written statement of position to the arbitrator during the hearing. The Arbitrator shall issue a short (no longer than three (3) pages) decision within seven (7) days of the hearing. With the exception of the foregoing, all provisions of Section (3)(J)(5) of this procedure shall be applicable.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

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

The Parties specifically agree that the attendance and leave provisions as contained in **Chapter 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 **Bargaining Unit** 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) Agencies shall not require an employee to split a workday into two or more segments without the mutual agreement of the employee and the employer.

(B) Where an employee works hours in excess of their regular schedule the State has the ability to adjust the employees schedule as long as it occurs within the same work period and provided the employee receives notice of the adjustment prior to the commencement of the employee's adjusted shift for a 40-hour work period, or 24 hours notice for a 80-hour work period or 36 hours notice for a 160-hour work period. The State will make a good faith effort to offset such extra hours in eight (8) hour increments.

(C) The work period for employees shall be 40 hours or an agency established extended work period.

SECTION 2 – Non-Required Work Time

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

SECTION 3 – Work Schedule

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

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Date

workweek schedule; however, the State will make a good faith effort to reflect a one (1) month schedule.

(B) In the event of a declared emergency, the notice requirement of this Section may be voided by the state.

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

SECTION 4 – Overtime

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

(B) Work beyond the normal workweek or approved extended period shall be recognized in accordance with Chapter 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 forty (40) hour workweek while so assigned. The State and the PBA will cooperate to secure funds for the payment of overtime to Unit employees in the situation described herein. The State shall make a reasonable effort to equalize distribution of overtime opportunities.

(C) The PBA agrees to support those changes in Chapter 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 5 – FLSA Special Compensatory Leave

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

(B) An employee who is filling an included position may, at the end of the approved extended period, waive payment for overtime and have the overtime hours credited to “FLSA special compensatory leave.” If such election is made, the overtime hours will be credited as “FLSA special compensatory leave” credits at the rate of one and one-half (1-1/2) hours for each hour of

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel
Florida Police Benevolent Association

Date

Date

overtime worked. An employee will only be permitted to accumulate a maximum of one hundred (100) hours of "FLSA special 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 special compensatory leave" credits at the close of business on December 31 and June 30 shall be paid for at the employee's straight time regular hourly rate in accordance with Chapter Rule 60L-34, Florida Administrative Code, as amended. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused "FLSA special compensatory leave" in accordance with the above.

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

- (1) Law enforcement recruits undergoing training to attain Law Enforcement Certification, or agency-specific orientation, will be exempt from the 100 hour cap on the earning of FLSA compensatory leave credits and mandatory June 30 and December 31 payment requirements during the time they attend an academy or education institution.
- (2) Recruits may request up to 120 hours of FLSA leave upon graduation from the academy or educational institution for the purpose of relocating to their new assignment. Such leave must be authorized by the recruit's agency. Recruits must use the accrued FLSA compensatory leave credits before using regular annual leave.
- (3) Any remaining FLSA compensatory leave credits shall be used within the next six-month cycle, or paid for at the end of that cycle, as presently provided for in Chapter Rule 60L-34, Florida Administrative Code, and Article 18, Section 6(A) of the Agreement.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 6 – Special Compensatory Leave

(A) Special compensatory leave will be earned and credited pursuant to Rule 60L-34, Florida Administrative Code. In no case shall the employee's accrued special compensatory leave balance exceed 240 hours.

(B) In the event that the employee's current special compensatory leave balance is at the 240 hour maximum, and the employee is required to work under conditions that would normally earn special compensatory leave credits, no additional special compensatory leave is earned.

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

~~(A) An employee shall be eligible to earn special compensatory leave credits as a result of hours worked on a holiday; extra hours worked during an established work period which contains a holiday or when a facility is closed under Executive Order during emergency conditions. When an employee is required to work in circumstances as set forth in this paragraph, any special compensatory leave earned at the end of the workweek, work period, or extended work period, shall be taken with the mutual agreement of the employee and the supervisor provided the special compensatory leave is taken within sixty (60) calendar days of the holiday or last date the facility remained closed under Executive Order. Thereafter, the special compensatory leave will be scheduled at the discretion of the supervisor. The State shall not offset special compensatory leave earned during a work period due to a holiday with approved sick leave used during the same work period or administrative leave used in the work period for negotiations pursuant to Article 5.~~

~~(B) Law Enforcement bargaining unit Employees may, at their option, use special compensatory leave before using accrued annual leave credits. Employees will only be permitted to accumulate a maximum of two hundred and forty (240) hours of special compensatory leave credits.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 7 – Sick Leave Pool and Sick Leave Transfer

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

SECTION 8 – Section 440.15(12), Florida Statutes – Full-Pay Status

(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in Section 440.15(12), Florida Statutes, may be carried in full-pay status.

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

SECTION 9 – ~~Chapter Rule~~ 60L-34, Florida Administrative Code- Disability Leave With Pay

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 10 – 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 his 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 Department of Management Services shall be final and binding on all parties.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

**Article 25
WAGES**

SECTION 1 – Pay Provisions - General

(A) Pay shall be in accordance with the Fiscal Year ~~2011-2012~~ 2012-2013 General Appropriations Act ~~as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands.~~

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year ~~2011-2012~~ 2012-2013 General Appropriations Act.

SECTION 2 –Pay Provisions

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

(A) ~~Increases to an employee's base rate of pay, shall be implemented in accordance with state law and the General Appropriations Act.~~ When an agency grants an increase to an employee's base rate of pay, the new base rate of pay shall be within the broadband level and in accordance with Section 216.251(3), Florida Statutes. If an agency determines that an increase to base rate of pay is to be granted based on one of the categories below, the following amounts of increase shall be granted:

1. Outstanding Job Performance Rating- up to 8%;
2. Added Duties and Responsibilities – up to 8%;
3. Education and Training – up to 8%;
4. Reassignment – up to 8%;
5. Transfer – up to 12%;
6. Competitive Job Offer – up to a level to be competitive;

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Date

7. Internal Pay Relationships – as necessary and within the funds available.

(B) Salary additives shall be implemented in accordance with the General Appropriations Act and state law, including Section 110.2035(6)(c), Florida Statutes and Section 216.251(3), Florida Statutes.

An Agency may assign one of the following job duties to an employee. If an Agency grants a salary additive to an employee, which must be in accordance with the law, the following amounts of increase shall be granted:

1. Leadworker – up to 5% of the broadband minimum;
2. Temporary Special Duty – up to 15% of the employee's base rate of pay;
3. Trainer – up to 15% of the broadband minimum;
4. Hazardous Duty – up to 15% of the broadband minimum.

(C) If an Agency elects to grant an increase or additive higher than those provided in paragraphs (A) or (B), the Union will be notified.

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

In accordance with the authority provided in the Fiscal Year ~~2011-2012~~ **2012-2013** 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.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

SECTION 4 – Cash Payout of Annual Leave

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

SECTION 5 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to **Chapter Rule** 60L-35, Florida Administrative Code.

SECTION 6 – Savings Sharing Program

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

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Gene “Hal” Johnson
General Counsel
Florida Police Benevolent Association

Date

Article 27
INSURANCE and RETIREMENT BENEFITS

SECTION 1 - State Employees Group Insurance Program

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

SECTION 2 – Retirement

Consistent with § 121.011(3)(d), Florida Statutes, and *Florida Sheriff's Association v. Dept. of Admin.*, 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits, rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.

SECTION 3 - Death In-Line-Of-Duty Benefits

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

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel
Florida Police Benevolent Association

Date

Law Enforcement Bargaining Unit

Reopener Proposals for 2012-2013

November 7, 2011

*PBA - Law Enforcement Unit
Reopener Proposals Articles 5, 18, 25 & 27
November 7, 2011, Page 1 of 2*

*WAGES, Article 25, Section 1 – The Florida PBA proposes the State adopt the following wage proposal for employees in the bargaining unit:

- (a) Effective July 1, 2012, all bargaining unit employees will receive a three (3%) percent competitive pay adjustment to their June 30, 2012 base rate of pay.
- (b) Effective January 1, 2013, all bargaining unit employees will receive a one (1%) percent experience adjustment to their December 31, 2012 base rate of pay for each five years of service as a sworn state law enforcement officer up to a maximum of two (2%) percent experience adjustment.
- (c) Effective April 1, 2013, all bargaining unit employees who receive an annual overall performance evaluation of "exceeds standards" shall receive a one (1%) percent merit wage adjustment to their March 31, 2013 base rate of pay. The merit wage adjustment will be based upon the last annual performance evaluation received by the employee prior to April 1, 2013.

*Continue emergency, deployment benefit.

Other proposals:

INSURANCE BENEFITS, Article 27 – The Florida PBA and State agree to maintain health insurance benefits, health care deductive, co-payments and employee health insurance premiums at their current levels.

HOURS OF WORK, Article 18 – Section 6 of the article dealing with special compensatory leave shall modified to provide that special compensatory

leave accumulated between July 1st of the fiscal year and December 31st of the fiscal year shall be paid for at the employee's straight time regular hourly rate and such leave accumulated between January 1st of the fiscal year and June 30th of the fiscal year shall be paid for at the employee's straight time regular hourly rate.

At the end of the fiscal year, a bargaining unit employee may request payment, or the agency may elect to pay, for accumulated special compensatory time in the amount of eight (8) hours for each year of service with the agency up to a total of forty (40) hours per year.

An employee will not be required to use special compensatory time in lieu of annual leave if such usage is reasonably anticipated to place the employee in the posture of having to convert annual leave into sick leave at the end of the calendar year.

EMPLOYMENT REPRESENTATION, Article 5 – The Florida PBA proposes creation of a new Section 10 which provides the president of the Florida PBA State Law Enforcement Chapter shall upon request be granted up to 160 hours of work time by the agency head or his or her designee to perform representational service for bargaining unit members. A request for such time shall not be unreasonably be denied so long as it does not unduly interfere with agency operations

*PBA - Law Enforcement Unit
Reopener Proposals Articles 5, 18, 25 and 27
November 7, 2011
Page 2 of 2*

Police Benevolent Association (PBA) - Law Enforcement Unit CBU 06 Economic Proposals Fiscal Year 2012-2013		
Union/Issue	Estimated Cost	Comments
Article 25(1)(a): Effective July 1, 2012, 3% Competitive Pay Adjustment	\$2.2M	Costs calculated with a 3% increase on each position's current base rate salary. Includes filled and vacant positions. Source used for calculation is LAS/PBS. Costing prepared by OPB.
Article 25(1)(b): Effective January 1, 2013, all bargaining unit employees will receive a 1 percent experience adjustment to their December 31, 2012 base rate of pay for each five years of service as a sworn state correctional or correctional probation officer up to a maximum of two percent.	\$337,398	Calculation is based on current active employees and excludes vacancies and those not yet having 5 years. People First was the source of data for calculation- annualized for 6 months (a full year would cost \$674,795).
Article 25(1)(c): Effective April 1, 2013, all bargaining unit employees who receive an annual overall performance evaluation of "exceeds standards" will receive a 1 percent merit wage adjustment to their March 31, 2013 base rate of pay.	\$180,056	Costs calculated with a 1% increase on each position's current base rate salary. Includes filled and vacant positions. Source used for calculation is LAS/PBS-annualized for 3 months (a full year would cost \$719,942). Costing prepared by OPB assuming all members performance evaluations exceed standards.
Article 27(a): Propose that the Florida PBA and State agree to maintain health insurance benefits, deductibles and employee health insurance premiums at current levels.	Indeterminate	The Governor's Recommended Budget for Fiscal Year 2012-2013 has not been completed at this time. Any additional cost to the collective bargaining member will be based on recommendations for state employee benefits in the Governor's Recommended Budget for Fiscal Year 2012-2013. State employee wage and benefit recommendations will be presented at a later date.
Article 18(6): Modifies special comp leave to allow for payments of accumulated leave at the employee's straight time regular hourly rate after June 30th and Dec 31st. Special comp may also be paid in the amount of 8 hours for each year of service up to a total of 40 hrs per year. Prohibits the requirement to use special comp in lieu of annual leave if conversion of annual leave into sick leave is anticipated.	Indeterminate but significant	

**Police Benevolent Association
 Law Enforcement Unit – State Personnel System
 Current Three-Year Agreement Expires June 30, 2013
 Status of Collective Bargaining as of December 9, 2011
 Fiscal Year 2012-13 Reopener Negotiations – Up to 4 Articles Per Party Open for Negotiation**

Article	State's Proposals	Union's Proposals	Comments
<p>Article 5 – Employment Representation and PBA Activities</p>	<p>State's 12-05-11 Proposal:</p> <p>Grammatical changes for clarification, and proposes:</p> <p>clarifies the terms “employee” and “Grievance Representative” used in the Agreement,</p> <p>clarifies that the Secretary of the Department of Management Services or designee and the Agency Head or designee <i>will make a good faith effort</i> to meet and consult with the Union, upon the union's request.</p> <p>clarifies that the State will maintain on the Department of Management Services website the Rules of the State Personnel System, any written interpretations of the Rules of the State Personnel System, and State Personnel System classification specifications.</p>	<p>Union's 11-07-11 Proposal:</p> <p>Creates Section 10 for the purpose of providing the Union President, Florida Highway Patrol Chapter, upon request to the Agency Head or designee, with up to 160 hours of work time to perform representational service for unit members.</p>	

**Police Benevolent Association
 Law Enforcement Unit – State Personnel System
 Current Three-Year Agreement Expires June 30, 2013
 Status of Collective Bargaining as of December 9, 2011
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Article	State's Proposals	Union's Proposals	Comments
<p>Article 6 – Grievance Procedure</p>	<p>State's 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and proposes:</p> <p>clarification that grievances concerning the interpretation or application of the Agreement that are not resolved at Step 2 may be submitted by the union to the Department of Management Services for review and a written decision,</p> <p>an Appendix B to include a collective bargaining grievance form and a Appendix C to include a request for arbitration form,</p> <p>that the parties may by written agreement submit a grievance for mediation, and</p> <p>issues of arbitrability, including timeliness, be separated from substantive issues of the grievance.</p>	<p>No Proposal Offered.</p>	

**Police Benevolent Association
 Law Enforcement Unit – State Personnel System
 Current Three-Year Agreement Expires June 30, 2013
 Status of Collective Bargaining as of December 9, 2011
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Article	State's Proposals	Union's Proposals	Comments
<p>Article 18 – Hours of Work, Leave and Job-Connected Disability</p>	<p>State's 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and proposes:</p> <p>That the work period for employees is 40 hours or an agency established extended work period,</p> <p>revision to Section 6 – <i>Special Compensatory Leave</i>, clarifying that special compensatory leave will be earned and credited pursuant to Rule 60L-34, Florida Administrative Code, clarifies the enforcement of the 240 hour cap on the accrual of special compensatory leave credits, and that unless prohibited by law or rule, all requests for use of approved leave other than administrative leave shall first be charged to any special compensatory leave credits the employee has accrued.</p>	<p>Union's 11-07-11 Proposal:</p> <p>Special compensatory Leave accumulated between July 1 and December 31 of the fiscal year shall be paid for at employee's regular hourly rate, that special compensatory leave accumulated between January 1 and June 30 of the fiscal year shall be paid for at the employee's regular hourly rate.</p> <p>Employees will not be required to use special compensatory time in lieu of annual leave if such usage is reasonably anticipated to place the employee in the posture of having to convert annual leave into sick leave at the end of the calendar year.</p>	<p>State proposal to enforce 240 hour cap on special compensatory leave credits; reduce special compensatory leave liability.</p>

**Police Benevolent Association
Law Enforcement Unit – State Personnel System
Current Three-Year Agreement Expires June 30, 2013
Status of Collective Bargaining as of December 9, 2011
Fiscal Year 2012-13 Reopener Negotiations – Up to 4 Articles Per Party Open for Negotiation**

Article	State's Proposals	Union's Proposals	Comments
<p>Article 25 - Wages</p>	<p>State's 12-05-11 Proposal:</p> <p>Pay shall be in accordance with Fiscal Year 2012-13 General Appropriations Act, and proposes:</p> <p>other pay provisions (additives),</p> <p>compensation for deployment to a facility or area closed due to emergency,</p> <p>Employees may be given the option of receiving up to 24 hours of unused annual leave each December, in accordance with section 110.219(7), Florida Statutes.</p> <p>that each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.</p> <p>that an employee or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.</p>	<p>Union's 11-07-11 Proposal:</p> <p>Effective July 1, 2012, all employees receive 3% competitive pay adjustment to their June 30, 2012, base rate of pay.</p> <p>Effective January 1, 2013, all employees receive 1% experience adjustment to their December 31, 2012, base rate of pay for each 5 years of service as a sworn law enforcement officer, up to a maximum of 2% experience adjustment.</p> <p>Effective April 1, 2013, all employees who receive an annual overall performance evaluation of "exceeds standards" shall receive a 1% merit wage adjustment to their March 31, 2013, base rate of pay. The adjustment will be based upon the last annual evaluation received prior to April 1, 2013.</p>	<p>Estimated Cost of Union Proposals:</p> <p>\$2.2m</p> <p>\$337,398</p> <p>\$180,056</p>

**Police Benevolent Association
 Law Enforcement Unit – State Personnel System
 Current Three-Year Agreement Expires June 30, 2013
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Article	State's Proposals	Union's Proposals	Comments
<p>Article 27 – Insurance Benefits</p>	<p>State's 12-05-11 Proposal:</p> <p>Proposes new Article title: <i>Insurance and Retirement Benefits</i></p> <p>Proposes Section 2 header, <i>Retirement</i>, with the proposed new language:</p> <p>Consistent with § 121.011(3)(d), Florida Statutes, and <i>Florida Sheriff's Association v. Dept. of Admin.</i>, 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits, rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.</p>	<p>Union's 11-07-11 Proposal:</p> <p>Proposes that the State and the Union agree to maintain health insurance benefits, health care deductibles, co-payments and employee health insurance premiums at their current levels.</p>	



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

December 5, 2011

TRANSMITTED VIA ELECTRONIC MAIL

Mr. Gene "Hal" Johnson, General Counsel
Florida Police Benevolent Association
300 East Brevard Street
Tallahassee, Florida 32301

Dear Mr. Johnson,

Thank you for your continued professionalism during our collective bargaining negotiations. The State of Florida has considered the proposals you provided for the Fiscal Year 2012-13 Special Agent Unit collective bargaining agreement during our initial successor agreement negotiations held on November 7, 2011.

The state proposes we maintain the status quo, with minor grammatical changes, for the following articles as the parties have not proposed changes to date:

Article 1 – Recognition
Article 2 – Gender Reference
Article 3 – Vacant
Article 4 – No Discrimination
Article 10 – Grooming
Article 11 – Classification Review
Article 13 – Safety
Article 16 – Employment Outside State Government
Article 17 – Department Vehicles
Article 18 – Leave
Article 19 – Personal Property – Replacement and/or Reimbursement
Article 22 – Job-Connected Disability
Article 26 – Equipment and Service Awards
Article 29 – Drug Testing
Article 30 – No Strike
Article 32 – Management Rights
Article 34 – Savings Clause

Please direct all correspondence to:
Office of General Counsel | 4050 Esplanade Way, Suite 160 | Tallahassee, Florida 32315-0950
Tel: 850.487.1082 | Fax: 850.922.6312

www.dms.MyFlorida.com

Mr. Gene "Hal" Johnson

December 5, 2011

Page 2

The parties will continue to negotiate proposed changes to the following articles:

Article 5 – Employee Representation and Association Activities (state proposal)

Article 6 – Grievance Procedure (state proposal)

Article 7 – Internal Investigations and Disciplinary Action (state proposal)

Article 8 – Workforce Reduction (state proposal)

Article 9 – Reassignment, Transfer, Change in Duty Station, Promotion (state proposal)

Article 12 – Personnel Records (state proposal)

Article 14 – Performance Review (state proposal)

Article 15 – Seniority (state proposal)

Article 20 – Educational Assistance Plan (state proposal)

Article 21 – Acting Ranks (state proposal includes title change to Compensation for Temporary Special Duty in Higher Level Position)

Article 23 – Workday, Workweek and Overtime (both parties propose changes)

Article 24 – On-Call Assignment, Call-Back and Court Appearances (state proposal)

Article 25 – Wages (both parties propose changes)

Article 27 – Insurance Benefits (both parties propose changes – state proposal includes title change to Benefits)

Article 28 – Travel Expenses (state proposal)

Article 31 – Prevailing Rights (state proposal to Vacant)

Article 33 – Entire Agreement (both parties propose changes)

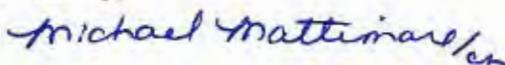
Article 35 – Duration (both parties propose changes)

Written contract proposals are included for your consideration and response. We will continue to negotiate and to seek resolution of any unresolved issues.

By separate copy, you will be provided with the proposed salaries and benefits in the Governor's Fiscal Year 2012-13 legislative budget request.

Please do not hesitate to contact me with any requests.

Sincerely,



Michael Mattimore
Chief Labor Negotiator

MM/psr

Enclosures

cc: Management Advisory Council and State Bargaining Team
Michael Sevi, Assistant General Counsel, Executive Office of Governor Rick Scott

Article 1
RECOGNITION

(A) The Sstate hereby recognizes the Florida Police Benevolent Association, Inc., (Association) as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Special Agent bargaining Uunit.

(B) The bargaining Uunit for which this recognition is accorded is as defined in the Certification issued by the Florida Public Employees Relations Commission, Certification No. 1228.

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 2
GENDER REFERENCE

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

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Gene “Hal” Johnson
General Counsel and Chief Negotiator

Date

Article 3
VACANT

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Gene “Hal” Johnson
General Counsel and Chief Negotiator

Date

Article 4
NO DISCRIMINATION

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

(A) The Sstate and the Association shall not discriminate against any employee for any reason prohibited under Florida Statutes or any Ffederal Llaw.

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

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

(D) The Association agrees to support the Sstate's current affirmative action programs and efforts to comply with the Americans with Disabilities Act, as well as other initiatives to avoid unlawful discrimination.

SECTION 2 – Non-Discrimination Policy – Association Membership

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 5
EMPLOYEE REPRESENTATION AND ASSOCIATION ACTIVITIES

SECTION 1 – Definitions

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

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

SECTION 1 2 – Representation

(A) ~~From employees in the bargaining Unit, t~~The Association shall select one (1) ~~employee as an~~ Association Grievance Representative per region as defined by the Florida Department of Law Enforcement, and shall furnish to the ~~S~~state and keep up-to-date a list of all such employees authorized to act as Grievance Representatives. In addition, the Association shall furnish to the ~~S~~state and keep up-to-date a list of Association Staff Representatives. The ~~S~~state will not recognize ~~any~~ grievance or staff representative whose name does not appear on the appropriate list. Where Association representation is requested by an employee, the representative shall be a person so selected and designated by the Association.

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

SECTION 2 3 – Representative Access

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

SECTION 3 4 – Academy Access

Where the agency operates its own Academy and conducts entry-level Special Agent

For the State

For the PBA

Michael Mattimore
State’s Chief Labor Negotiator

Gene “Hal” Johnson
General Counsel and Chief Negotiator

Date

Date

training, a representative of the Association, accompanied by a representative of the Executive Director, will be permitted to address each entry-level Special Agent class during class time; to issue to provide each recruit a copy of the current Special Agent Unit Agreement and to discuss the provisions of that Agreement. Said This presentation will not last longer than thirty (30) minutes; unless a longer period is mutually agreed to by the Association and the agency, and may be made only once per class at a time mutually selected in advance by the Association, the representative of the Executive Director; and the Special Agent Unit Head or his designee.

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

SECTION 4 5 – Consultation

(A) Upon request by the designated Association Staff Representative, the Secretary of the Department of Management Services and/or his designated representative(s) shall make a good faith effort to meet and consult on a quarterly basis with three (3) Association representatives. Such meetings shall be held at a time and place designated by the Department of Management Services.

(B) Upon request by the designated Association Staff Representative, but not more often than once in each calendar month, the Executive Director and/or his designated representatives shall meet and consult with not more than two (2) Association representatives from the Agency and the Association Staff Representative. Such meetings shall be held at a time and place designated by the Executive Director.

(C) Upon request by the designated Association Staff Representative, but not more than once in each calendar month, the Step 1 Management Representative shall make a good faith effort to meet and consult with the Association Staff Representative and not more than two (2) Association representatives from the Agency. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative.

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

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and agency law enforcement activities which affect Unit employees; and no such meeting shall be used for the purpose of discussing pending grievances

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

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or for negotiation purposes. No later than three (3) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

SECTION 5.6 – Bulletin Boards

(A) Where requested in writing, the State agrees to furnish in a permanent State-controlled facility to which any bargaining Unit employees are assigned, wall space not to exceed 24 x 36 inches for Association-purchased bulletin boards of an equal size. Where the Association currently maintains bulletin boards, that practice shall continue.

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

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

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

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

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

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

SECTION 6.7 – Employee Lists

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

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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(B) When an bargaining Unit employee resigns, is terminated, retires normally, is retired by disability, or is transferred, promoted or demoted out of the bargaining Unit, the Sstate shall promptly notify the Association, giving the employee's name and agency.

SECTION 7 8 – Class Specifications, Occupation Profiles and Rules Maintained and Changes to Class Specifications

(A) The Sstate will maintain on the Internet Department of Management Services' website the classification specifications occupation profiles and the Personnel Rules of the State Personnel System which it has published, and which affect employees within the bargaining Unit.

(B) In instances where the Sstate of Florida determines that a revision to a class specification an occupation profile or occupational level for positions covered by this Agreement is needed, the Department of Management Services shall notify the Association in writing of the proposed changes. This procedure shall not constitute a waiver of the Association's right to bargain over such matters in accordance with Chapter 477 447, Part II, Florida Statutes and applicable law. The Association shall notify the Department of Management Services, in writing within seven (7) calendar days of its receipt of written notification from the Department, of its any comments it has concerning the proposed change(s), or its desire to discuss the proposed change(s). Failure of the Association to notify the Department of Management Services within the specified period shall constitute a waiver of the right to discuss the change(s).

SECTION 8 9 – Negotiations

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

(B) The Association 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 Sstate. An employee serving on the Negotiation Committee shall also be granted a maximum of eight (8) hours administrative leave to attend a negotiation preparatory meeting to be held the calendar day immediately preceding each scheduled negotiation session, provided that the negotiation preparatory meeting is held on what would otherwise be the employee's normal workday. No individual employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is in

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For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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negotiations. ~~The maximum number of~~ No more than three (3) employees that may attend ~~any~~ one (1) a preparatory meeting or negotiating session ~~shall be three (3)~~. The time in attendance at such preparatory meetings and negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 6
GRIEVANCE PROCEDURE

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

SECTION 1 – Definitions

As used in this Article:

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

(B) "Employee" shall mean a Special Agent, Special Agent Trainee, or a group of such employees having the same grievance. In the case of a group of employees, one shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to the Personnel Rules section 110.117, Florida Statutes.

SECTION 2 – Election of Remedy and Representation

(A) If an employee or the Association has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the employee or the Association shall elect at the outset, which procedure is to be used, and such election shall be binding on the employee or the Association. 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 Step 1 (or the initial written step if authorized by the provisions of this Article) whether or not he shall be represented by the Association. When the employee has elected Association representation, both the employee and the Association Representative shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Association representative, and any decision mutually agreed to by the State and the Association shall be binding on the employee.

(C) If the employee is not represented by the Association, any adjustment of the

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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grievance shall be consistent with the terms of this ~~collective bargaining~~ Agreement. The Association shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement. The Association shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the Association.

SECTION 3 – Procedures

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

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

(C) Except for suspensions, the filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the ~~S~~state to take the action complained of; subject, however, to the final disposition of the grievance. Suspensions shall not be imposed until the final disposition of the grievance, if any, except where such suspension is made pending the outcome of a criminal investigation. The employee shall notice the agency head or his designated representative of his intention to grieve a suspension within seven (7) days of the receipt of the final notice from the agency. The employee's failure to do so shall permit the agency to proceed with the suspension.

(D) ~~Once~~ **After** a grievance is presented, no new violation or issue can be raised.

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

(F) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked.

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

(1) Oral Discussion

(a) An employee having a grievance may, within ~~fourteen~~ **(14)** days

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For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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following the occurrence of the event giving rise to the grievance, present the grievance orally, for informal discussion, to the management representative who has the authority to adjust the grievance, ~~, for informal discussion, and~~ ~~¶~~The management representative shall make every effort to resolve the grievance promptly.

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

(2) Step 1

(a) In filing a grievance at Step 1, the employee or his designated representative shall submit to the Step 1 Management Representative a grievance form as contained in Appendix B of this Agreement, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 Management Representative or his designee shall communicate a decision in writing to the employee and to the Association Grievance Representative, if any, within ~~fourteen~~ (14) days following receipt of the grievance form.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee or his designated representative may submit it in writing to the Agency Head or his designated representative within ~~fourteen~~ (14) days after receipt of the decision at Step 1. When the grievance is eligible for initiation at Step 2, the ~~G~~grievance form must contain the same information as a grievance filed at Step 1 above. The Agency Head or his designated representative may ~~have a meeting~~ meet with the employee, and/or with an Association Grievance Representative, at the employee's option, to discuss the grievance.

(b) The Agency Head or his designated representative shall communicate a decision in writing to the employee and to the Association Grievance Representative within ~~twenty one~~ (21) days following receipt of the written grievance.

(4) Step 3

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

(a) If the grievance is not resolved at Step 2, the employee or his designated representative may submit the grievance in writing on the appropriate form as contained in Appendix B of this Agreement, to the Department of Management Services within

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State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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~~fourteen~~ (14) days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance forms submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as a grievance filed at Step 1 above.

(b) The Department of Management Services may ~~have a meeting~~ meet with the Association Staff Representative or ~~his~~ designee, to discuss the grievance. The Department of Management Services shall communicate a decision in writing to the employee and to the Association Staff Representative within ~~twenty one~~ (21) days following receipt of the written grievance.

(5) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), either prior to the grievance being submitted to arbitration or after it has been submitted but before a hearing is scheduled. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

(5) 6) Step 4 – Arbitration

(a) If the grievance is not resolved at Step 3, the Association representative may appeal the grievance in writing to arbitration on ~~a form to be supplied by the State,~~ the appropriate form as contained in Appendix C of this Agreement within ~~fourteen~~ (14) days after receipt of the decision at Step 3. If, at the initial written step, the Association refused to represent the employee because he was not a dues-paying member of the Association, the employee may appeal the grievance to arbitration.

(b) The arbitrator shall be one person from a panel of three (3) ~~permanent~~ arbitrators, ~~mutually~~ selected by the ~~S~~state and the Association to serve in rotation for any case or cases submitted.

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

(d) Issues of arbitrability, including timeliness, shall be separated from the substantive issues(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, an arbitrator shall then be selected to hear the substantive issues(s) in accordance with the provisions of (6)(b).

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Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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(d e) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities.

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

1. The arbitrator shall issue his a decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

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

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

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

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

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

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

a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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of the grievance.

b. The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced by the amount of wages earned from other sources and/or unemployment compensation received by the employee during the period of time affected by the award.

(f g) The reasonable fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

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

SECTION 4 – Time Limits

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

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee, or the Association where appropriate, to proceed to the next step. A Step 2 or Step 3 answer that is not received by the Association by the written, agreed-to deadline does not alter the time limits for appealing the grievance to the next step.

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

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

SECTION 5 – Exceptions

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

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

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State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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

(2) The Association shall have the right to bring a class action grievance on behalf of ~~bargaining Unit~~ employees, in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The Association's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within ~~fourteen~~ (14) days of the occurrence of the event giving rise to the grievance.

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 7
INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION

SECTION 1 – Internal Investigations

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

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

~~(C) Any employee while under investigation and subject to interrogation by members of the Department of Law Enforcement for any reason which could lead to disciplinary action, demotion, or dismissal, shall be interrogated under the conditions as established, and shall have the rights and privileges afforded, by Sections 112.532 and 112.533, Florida Statutes. Failure of the Department to comply with Sections 112.532 and 112.533, Florida Statutes, shall be subject to the grievance procedure in Article 6, but only through Step 2.~~

~~(D)~~ C In cases where an 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 pending investigation. SSuch leave shall be in accordance with Chapter Rule 60L-34, Florida Administrative Code.

~~(E)~~ D Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his responses during an investigation of a complaint or allegation.

~~(F)~~ E Only sustained findings may be inserted in personnel records. Unfounded findings shall not be inserted in permanent personnel records or referred to in performance reviews. Nothing in this Ssection shall obligate the Sstate to violate or act in a manner contrary to Chapter

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

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119, Florida Statutes.

(G F) The Sstate shall ensure that persons who investigate charges against law enforcement employees are aware of, and in good faith abide by, the requirements of Ssections 112.532 and 112.533, Florida Statutes.

SECTION 2 – Disciplinary Action

(A) An employee who has attained permanent status in ~~the Career Service System~~ his current position may be disciplined only for just cause. Cause shall include, but is not limited to poor performance, negligence, inefficiency or inability to perform assigned duties, insubordination, violation of provisions of law or agency rules, conduct unbecoming a public employee, misconduct, habitual drug abuse, or conviction of any crime. The agency head shall ensure that all employees of the agency have reasonable access to the agency's personnel manual.

(B) If filed within ~~fourteen~~ (14) calendar days from the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, a complaint by an employee with permanent status in ~~the Career Service~~ his current position concerning a reduction in base pay, ~~involuntary transfer of over 50 miles by highway~~, suspension, demotion, or dismissal 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. ~~Where a disciplinary action may be appealed to the Public Employees Relations Commission and is also grievable under this Agreement, the employee shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding on the employee. In the case of any duplicate filing, the action first filed will be the one processed.~~ Written reprimands shall be subject to the grievance procedure in Article 6 but ~~only through~~ are final and binding at Step 3.

(C) An employee who has not attained permanent status in ~~the Career Service System~~ his current position shall not have access to the grievance procedure in Article 6 when disciplined.

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

(E) An employee may request that an Association Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee, or during a predetermination conference in which suspension, demotion, or dismissal of the employee is being considered.

(F) An oral reprimand shall not be considered in determining progressive discipline,

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 8
WORKFORCE REDUCTION

SECTION 1 – Layoffs

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

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

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

(3) Any employee who ~~does not have Career Service status~~ ~~has not satisfactorily completed at least a one-year probationary period in his current position~~ may be laid off without applying the provision for retention rights.

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

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

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

(1) An employee who resigns from one Career Service position to accept employment in another Career Service position is not considered to have a break in services if such break is not in excess of 31 calendar days.

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

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

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior

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For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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to the agency's established cutoff date. Five points shall be deducted from the length of service points for each month in which performance was below standards. In the case of reassignment or demotion to a class within a series, reduction of retention points shall be calculated in the same manner for a class in a series as for a class outside a series.

(6) The layoff list shall be prepared by totaling retention points. Employees eligible for veteran's preference pursuant to Section 295.07(1)(a) or (b), Florida Statutes, shall have ten percent added to their total retention points, and those eligible pursuant to Section 295.07(1)(c) or (d), Florida Statutes, shall have five percent added.

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

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

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

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

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

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

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

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

(12) An employee who is adversely affected as a result of another employee having a greater number of retention points shall have the same right of reassignment or demotion under

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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the ~~same~~ procedures provided in this section.

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

SECTION 2 – Recall

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

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

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

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

SECTION 3 – Retirement Benefits

Pursuant to ~~S~~section 121.021(38), Florida Statutes, an absence from the employer's payroll for a period ~~of~~ not to exceed ~~twelve (12)~~ calendar months due to a "layoff" ~~by the State~~ shall not constitute a break in the continuous service requirement ~~as provided in Section 121.021, Florida Statutes,~~ for special risk members.

SECTION 4 – Job Security

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

(B) At least ~~thirty (30)~~ days prior to ~~ae~~ffecting a planned organizational change which

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

will result in the movement of positions out of the bargaining unit, or ~~in~~ the demotion of ~~Unit~~ employees, the agency will notify the Department of Management Services of the changes. If the Department of Management Services determines that ~~bargaining Unit~~ employees are impacted by the changes, ~~under Chapter 447, Florida Statutes,~~ it will notify the Association ~~of the changes pursuant to Chapter 447, Florida Statutes.~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 9
REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION, PROMOTION

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

SECTION 1 – Definitions

As used in this Article:

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

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

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

(D) "Reassignment" shall mean the moving of an employee from a position in one class/occupational broadband level to a different position in the same class/occupational broadband level or to a different broadband level having the same maximum salary, with the same essential knowledge, skills & abilities, regardless of the location of the position.

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

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

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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

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

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

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

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

(E) The hiring authority shall normally fill a ~~permanent~~ vacancy with the employee who has the greatest length of service in the class/occupational level and who has a Request for Reassignment Form on file for the county in which the vacancy exists. The parties agree, however, that other factors, such as employees' work history and agency needs, may be taken into consideration in making the decision as to whether or not the employee with the greatest length of service in the ~~class/occupational~~ broadband level will be placed in the vacant position.

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

(G) When an employee has been reassigned pursuant to a Request filed under this

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

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Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of ~~twelve (12)~~ months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee will not be eligible for consideration for reassignment to the specific ~~class/occupational~~ broadband level, county(ies), and/or duty station declined, for a period of ~~twelve (12)~~ months.

(H) The ~~twenty four (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 ~~his~~ designee.

SECTION 3 – Involuntary Reassignment, 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 an agency, at its discretion, from effecting the involuntary reassignment, transfer, or change in duty station ~~at any time,~~ of any employee, at any time, according to the needs of the agency or as authorized by ~~S~~section 110.205(3), Florida Statutes. However, it is understood that the agency will make ~~an a~~ good faith effort not to ~~affect any~~ involuntary reassignment, 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 (3) months), without first considering ~~any~~ Request for Reassignment Forms on file for the county in which the agency need exists.

(C) Except in unusual circumstances, a member involuntarily transferred will be permitted ~~ninety (90)~~ days to report to the new assignment location. An employee who receives an involuntary change in duty station will be permitted a reasonable time in which to report to the new duty station.

(D) Reassignments, transfers and changes in duty station shall not be utilized as disciplinary sanctions.

SECTION 4 – Notice

(A) An employee shall be given a minimum of ~~fourteen (14)~~ calendar days' notice prior to the agency ~~affecting any~~ reassignment, and ~~thirty (30)~~ calendar days' notice prior to the

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

agency affecting any transfer.

(B) Nothing contained in this Agreement shall be construed to prevent the State from making effecting the involuntary reassignments, transfers, or changes in duty stations of any employee during an emergency or as otherwise required to meet urgent law enforcement needs of the State.

(C) When an Agency establishes a new position within a class/occupational broadband level it shall notice all Agency bargaining Unit employees of the duties, and responsibilities, and qualifications of the position and the qualifications for said position. The procedures established in this Article shall thereafter apply to filling vacancies in such positions.

SECTION 5 – Promotion

The State and the Association agree that promotion of an FDLE member to Special Agent should 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 whatever additional training required by the Department prior to such appointment. The parties agree that the provisions of the Personnel Rules of the State Personnel System will be followed when making such appointments.

SECTION 6 – Probationary Status on Promotion

(A) An employee who has been appointed to a classification or occupational level to a position shall attain permanent status in that classification or occupational level position upon successful completion of the designated probationary period. Such employee shall not lose permanent in such classification or occupational level by accepting a promotion to a higher classification or occupational level with the same agency and within the Career Service system.

(B) An employee who has obtained permanent status in a classification or occupational level who is promoted to a higher classification or occupational level that fails, to due to performance, to satisfactorily complete probation in the promotional classification or occupational level shall be demoted in the former classification or occupational level previously held by the employee in an available vacant position. An employee serving a probationary period in a position to which he has received an internal agency promotion may be removed from that promotional position at any time during the probationary period. If his former position, or a comparable position, is vacant, the employee is to be placed in such position. If such a position is not available, before dismissal, the agency shall make a reasonable effort to retain the employee in another vacant position. This process does not apply to terminations for cause nor does it create a right to bump an employee from an occupied position.

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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(1) If the employee is demoted into their former position or a comparable position. Such a demotion shall be with permanent status, provided the employee held permanent status in the agency in the lower class/occupational level position.

(2) Such a demotion shall not be grievable under Article 6 of this Agreement.

(3) Such a demotion shall not preclude the agency from seeking to discipline the employee for just cause based upon specific acts of misconduct.

SECTION 7 – Relocation Allowance

An employee who is reassigned, or promoted, and who is required by agency policy to relocate his residence shall be granted time off with pay for two (2) work days for this purposes of relocating his residence. 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 8 – Grievability

(A) An employee complaint concerning the administration of this Article may be grieved in accordance with Article 6 of this Agreement up to and including Step 3 of the grievance procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.

(B) An employee complaint concerning the administration of Section 3 of this Article may be grieved in accordance with Article 6 of this Agreement up to and including Step 3 of the grievance procedure. The initiation of a grievance claiming a residency hardship shall stay any required change in residence until final disposition of the grievance. In considering such a grievance, weight shall be given to the needs of the agency against the hardship on the employee. Complaints concerning transfers, as authorized by Section 110.205(3), Florida Statutes, shall not be subject to the grievance procedure.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 10
GROOMING

The Pparties agree that the agency shall have the right to set reasonable and professional grooming standards for its employees. The Aagency and Sstate agree to consult with the Association in the development of said grooming standards.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 11
CLASSIFICATION REVIEW

(A) Except in case of an emergency, **bargaining Unit** employees shall not be required to perform work not included in the employee's class specification.

(B) When an employee alleges that **the employee he** is being regularly required to perform duties which are not included in the class specification to which his position is allocated, the employee may request that the Executive Director review the duties assigned to the employee's position. The Executive Director or **his** designee shall review the duties as requested. The employee will receive a copy of the decision.

(C) If the employee is not satisfied with the decision, **the employee he may**, with or without representation, **may** request in **writing a** review by the Secretary of Management Services or **his** designee. **The review will be conducted in accordance with Chapter 110, Florida Statutes.**

(D) The **written** decision of the Secretary of Management Services or **his** designee as to the classification of the position shall be final and binding on all parties.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 12
PERSONNEL RECORDS

SECTION 1 – Personnel File

(A) There shall be only one official personnel file for each Unit employee, which shall be maintained in the central personnel office of by the employing agency, unless a different location is approved by the Secretary of the Department of Management Services or designee, which may be a contractor. Duplicate personnel files may be established and maintained within an agency. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items which are not filed in the official personnel file.

(B) If any derogatory material is placed in an Unit employee's official personnel file, a copy will be sent to the employee. The employee will have the right to answer any such material filed, and his the answer will be attached to the file copy.

(C) An Unit employee will have the right to review his own official personnel file and any duplicate personnel files at reasonable times under the supervision of the designated records custodian.

(D) Where the Executive Director or his designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee's personnel file in error or is otherwise invalid, such document shall be placed in an envelope together with a letter of explanation. The envelope shall be sealed, stamped "NOT VALID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State; provided, however, that the document shall be removed upon the employee's written request in accordance with the foregoing records schedule.

SECTION 2 – Privacy

The home addresses, telephone numbers, photographs, and social security numbers of active or former law enforcement personnel, as well as the places of employment of the spouses and children and the names and locations of schools attended by the children of said active or former law enforcement personnel, are exempt from disclosure under the Public Records Law, Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose.

SECTION 3 – Counseling Notes

(A) The State and the Association agree that a letter of counseling or counseling notice

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

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is not discipline and not subject to the grievance procedure. Such materials are documentation of minor work deficiencies and are appropriately utilized in evaluating the performance of an employee or documenting adherence to an agency's standards of conduct.

(B) A letter of counseling or counseling notice will not be considered in determining progressive discipline provided the employee has not been counseled or disciplined for the same offense during the succeeding ~~twelve (12)~~ months, except it may be cited to demonstrate the employee had been previously noticed of the same performance or conduct deficiency.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 13
SAFETY

SECTION 1 – Vehicle Safety

Vehicles used by ~~bargaining Unit~~ employees, whether ~~or not~~ issued to the employee ~~or not~~, shall be maintained in safe operating condition by the ~~S~~state.

SECTION 2 – Firearms Safety

In order to promote safety in the use of firearms by ~~Special Agent bargaining Unit~~ employees, the ~~S~~state will guarantee that each ~~bargaining Unit~~ 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 (6) 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

Where the agency has a Safety Committee, the Association will name one ~~bargaining Unit member~~ ~~employee~~ to serve on such committee. Where such a committee has not been established, the ~~S~~state will consider establishment of one in each ~~employee~~ location ~~having Special Agent Unit employees~~. Time spent in attendance and travel to such committee meetings shall be ~~considered as~~ time worked. However, the employee's attendance shall not unduly hamper the operations of the employee's work unit.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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Article 14
PERFORMANCE REVIEW

(A) Employees shall be evaluated by their immediate supervisors or designated raters, who shall be held accountable for such reviews. All appraisals shall conform to the provisions of Section 110.224, Florida Statutes. Performance reviews shall be conducted in accordance with Rule 60L-35, Florida Administrative Code, Performance Evaluation System.

(B) The Pparties agree that management is required to establish squad-level numerical arrest and other case-related goals in accordance with Legislative direction associated with performance-based budgeting. Such goals may be considered for the evaluation of individual performance; however, the primary factor in such evaluation shall be the individual's employee's performance of his assigned duties and responsibilities.

(C) The Pparties agree that performance evaluations are not grievable under Article 6 of this Agreement; however a performance appraisal may be contested if it serves, in whole or in part, as the basis for a disciplinary action.

(D) Any employee who has attained permanent status in his current class position shall not be disciplined for poor performance unless the employee has been counseled about the poor performance, and provided a reasonable opportunity to correct performance deficiencies.

(E) The use of performance counseling shall not preclude the agency from seeking to discipline the employee for cause based upon specific acts of misconduct.

(F) Bargaining Unit eEmployees shall receive an evaluation from the academy upon completion of entry-level Special Agent training. A copy of the evaluation shall be forwarded to the appropriate supervisor.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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Article 15
SENIORITY

SECTION 1 – Definition

For the purpose of this Agreement, "seniority" shall be defined as continuous service in ~~the job classification/occupational level~~ **positions covered by this bargaining unit**; provided, however, that an employee shall be considered to have a break in service when the employee separates, and is not on any **State Personnel System** payroll for at least ~~thirty one (31)~~ calendar days following the separation.

SECTION 2 – Seniority Application

Except under extraordinary circumstances, vacations, and regular days off shall be scheduled with due regard for **the** needs of the agency, seniority, and **bargaining Unit** employee preference. The **S**state and the Association understand that there may be times when the needs of the agency will not permit such scheduling.

SECTION 3 – Vacation and Holiday Leave

Where practicable, **requests for** leave of ~~forty (40)~~ contiguous hours or more, or for holidays ~~requested~~, shall be requested at least ~~sixty (60)~~ days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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Article 16
EMPLOYMENT OUTSIDE STATE GOVERNMENT

SECTION 1 – Outside Employment – Non-Police Employment

(A) On the effective date of this Agreement, any bargaining **Unit** employee who is performing non-police employment outside of **State** government, which employment has not been previously approved, shall be subject to the provisions of Section 1(B) of this Article.

(B) If, during the term of this Agreement, an employee is to accept new non-police employment outside of **State** government, the employee shall notify the Executive Director, or **his** designee, of such employment, prior to date of employment, **and who shall** verify that such non-police employment does not conflict with the employee's **State** employment, or with the employing agency's procedures limiting such outside employment. Should such conflict(s) be found to exist, outside employment shall be disapproved.

(C) During the course of **the an** employee's outside employment, an agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a **State** law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment.

SECTION 2 – Outside Employment – Police Employment

(A) Any **bargaining Unit** employee who wishes to perform police employment outside of **State** government shall secure the required approval in advance in accordance with **Chapter Rule** 60L-32, Florida Administrative Code and applicable law. It is understood that permission shall not be unreasonably withheld as long as such outside employment does not conflict with the employee's **State** employment or with the employing agency's procedures limiting such outside employment.

(B) During the course of the employee's outside employment, an agency may make reasonable inquiries of the employee to ensure that the employee's continued outside employment does not constitute a conflict of interest, or interfere with the employee's primary duties as a **State** law enforcement officer. Employees shall not be required to file regular reports regarding the outside employment.

(C) Each employee will be permitted to use his official car during approved off-duty police employment, provided the off-duty employment is within **fifty (50)** miles of the employee's city of assignment, and the official car directly facilitates the performance of the off-duty employment. Use of the official car which necessitates travel beyond **fifty (50)** miles of the

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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employee's city of assignment will require prior written approval by either the employee's Regional Director or Program Director. Approval for such outside employment, consistent with the above-stated conditions, will be granted so long as:

- (1) It does not constitute a conflict of interest;
 - (2) It does not interfere with the employee's primary duties as a ~~State~~ state law enforcement officer;
 - (3) It is within the duties and responsibilities the employee performs or may reasonably be expected to perform as a part of his job duties and responsibilities;
 - (4) Such employment does not carry the employee outside the State of Florida;
- and
- (5) Such employment does not unduly hamper the operation of the work unit.

(D) Each employee shall be permitted to work up to 64 hours per week of on-duty and off-duty approved work. Employees may work in excess of 64 hours per week with the approval of the Regional Director.

(E) When required by the agency, ~~bargaining Unit~~ employees who are utilizing ~~State~~ state equipment while performing police employment outside of ~~State~~ state employment shall be responsible for all insurance relative to such outside employment, including workers' compensation, and liability insurance.

SECTION 3 – Reimbursement of Costs

All mileage placed on a ~~State~~ state automobile in off-duty police employment shall be paid ~~for~~ by the employee at the mileage rate established in ~~Section~~ 112.061, Florida Statutes.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 17
DEPARTMENT VEHICLES

The agency may provide each **unit** employee with an unmarked vehicle for work use. Employees will reside within 35 miles of their assigned office.

An employee currently residing outside of the 35 mile limit will continue to be allowed to do so; however, newly appointed employees and current employees that relocate their residence must abide by the 35 mile rule, unless the Agency grants the employee a waiver of the rule.

For the State

Michael Mattimore
State's Chief Labor Negotiator

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For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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Article 18
LEAVE

The attendance and leave provisions as contained in Chapter Rule 60L-34, Florida Administrative Code of the Personnel Rules of the State Personnel System shall apply to all bargaining Unit employees.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 19

PERSONAL PROPERTY – REPLACEMENT AND/OR REIMBURSEMENT

(A) ~~Other than the employee's watch or prescription glasses, a~~Any personal property subject to replacement or reimbursement pursuant to this article, ~~other than the employee's watch or prescription glasses,~~ must be approved in advance by the ~~A~~agency as ~~being~~ required ~~by the employee~~ to adequately perform the duties of ~~his the~~ position.

(B) Thereafter, an employee who, while on duty and acting within the scope of employment, suffers the damage, destruction or loss of his watch, prescription glasses, 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 a similar quality, as described in this Article; provided, however, that:

(1) The ~~A~~agency has the option to decide whether a specific piece of property is repaired versus replaced; and

(2) The employee shall not be reimbursed or have property repaired or replaced if the ~~A~~agency determines that the damage, destruction or loss resulted from the employee's negligence.

(C) An employee who ~~wants to be reimbursed~~ ~~requests reimbursement, repair or replacement of~~ ~~or have~~ personal property ~~repaired or replaced~~ must:

(1) File a written report detailing the circumstances under which the property was damaged, destroyed or lost; and

(2) Document the amount expended to repair or replace such property.

(D) After meeting the conditions described above, the Executive Director or designee shall authorize reimbursement not to exceed the following amounts:

Watch - \$75

Prescription glasses - \$300 (including any required examination)

Other Items - the Executive Director or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

Total allowable per incident - \$600.

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

Article 20
EDUCATIONAL ASSISTANCE PLAN

The State shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law. ~~During the term of this agreement, and subject to additional funding, the Governor agrees to seek approval of the Legislature to continue the existing program for the provision of tuition free courses.~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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Article 21

ACTING RANKS

**COMPENSATION FOR TEMPORARY SPECIAL DUTY IN HIGHER
LEVEL POSITION**

SECTION 1 – Eligibility

Each time an employee is officially designated in writing by the appropriate employee's immediate supervisor to act in a vacant established position in a higher classification broadband level than the employee's permanent classification current broadband level, and actually performs said a major portion of the duties of the higher level position, irrespective of whether the higher level position is funded, for a period of more than twenty two (22) workdays, within any six (6) consecutive months, the employee shall be eligible to receive for a temporary special duty additive as provided in Chapter in accordance with Rule 60L-32, Florida Administrative Code. If an employee performs duties in a higher classification for twenty two (22) consecutive workdays within any six (6) consecutive months, the employee shall be eligible for a Temporary Special Duty salary additive, as provided in Article 25 of this Agreement, effective the first day of performing such duties.

SECTION 2 – Method of Compensation

It is understood by the parties that, insofar as pay is concerned, employees temporarily performing the duties of a higher classification position in a higher broadband level shall be paid according to the same compensation method as permanent promotees promoted employees under pursuant to the Personnel Rules of the State Personnel System.

SECTION 3 – Return to Regular Rate

Employees being paid at a higher rate while temporarily performing the duties of a higher classification position in a higher broadband level will be returned to their regular rate of pay when the period of temporary employment special duty in the higher class broadband level ends.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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Article 22
JOB-CONNECTED DISABILITY

SECTION 1 – Section 440.15(12), Florida Statutes – Full-Pay Status

(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in **Section 440.15(12), Florida Statutes**, may be carried in full-pay status.

(B) Any claim by an employee or the Association concerning this **Section** shall not be subject to the **Grievance Procedure** of this Agreement.

SECTION 2 – Chapter Rule 60L-34, Florida Administrative Code – Disability Leave With Pay

An employee who sustains a job-connected disability which is not covered by Section 1 above, is eligible for disability leave with pay under the provisions of **Chapter Rule 60L-34, Personnel Rules Florida Administrative Code**. The Executive Director or **his** designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of **Chapter Rule 60L-34, Florida Administrative Code**, provided, however, the Secretary of the Department of Management Services or **its** designee shall have the right to determine whether ~~or not~~ an employee should be carried in full-pay status for more than ~~twenty-six (26)~~ weeks. An employee shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full-pay status under **Chapter Rule 60L-34, Florida Administrative Code**. However, no employee shall be carried in full-pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave, or leave without pay.

SECTION 3 – Alternate Duty

(A) Where an employee is eligible for disability leave with pay under the **Personnel 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 Executive Director or **his** 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) Where an employee is temporarily unable to perform his normal work duties, but is given a reasonable prognosis to return to full duty within the near future, the Executive Director or **his** designee shall give due consideration to any request by the employee to be temporarily

For the State

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Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

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assigned 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.

(C) Where an employee suffers an injury in the line of duty, and is permanently unable to perform his normal work duties, the Executive Director or his designee shall attempt to reasonably accommodate any written request by the employee to be assigned to a different vacant position in a different classification within the employee's medical restrictions.

(D) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 3. The decision of the Department of Management Services shall be final and binding on all parties.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 23
WORKDAY, WORKWEEK AND OVERTIME

SECTION 1 – Overtime

(A) The normal workweek for each full-time employee shall be ~~forty (40)~~ hours.

(B) Work beyond the normal workweek or approved extended period shall be recognized in accordance with ~~Chapter 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 ~~forty (40)~~ hour workweek while so assigned. The ~~State~~ and the Association will cooperate to secure funds for the payment of overtime to ~~Unit~~ employees in the situation described herein.

(C) The Association agrees to support those changes in ~~Chapter 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 (~~FLSA~~) as it is applied to public employees.

(D) If an agency has a plan approved in advance by the Department of Management Services, FLSA ~~special~~ compensatory leave credits shall be granted, administered and used as described below:

An employee who is filling an included position may, at the end of the approved extended period if ~~mutually~~ agreed to by the employee and supervisor, waive payment for overtime and have the overtime hours credited to "~~FLSA special~~ compensatory leave." If such approved election is made, the overtime hours will be credited as "~~FLSA special~~ compensatory leave" credits at the rate of one and one-half (1-1/2) hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of ~~eighty (80)~~ hours of "~~FLSA special~~ compensatory leave" credits which may be taken in any increments if ~~mutually~~ agreed to by the employee and the supervisor. If ~~mutual~~ agreement is not reached, the supervisor may, with a minimum of five (5) workdays notice, require the employee to use such leave credits at any time in increments of full work days. However, all unused "~~FLSA special~~ compensatory leave" credits at the close of business on December 31 and June 30 shall be paid ~~for~~ at the employee's straight time regular hourly rate in accordance with ~~Chapter Rule~~ 60L-34, Florida Administrative Code. An employee who separates from the Career Service or moves to another state agency shall be paid for all unused "~~FLSA special~~ compensatory leave" in accordance with the above.

SECTION 2 – Workday

(A) Agencies shall not require an employee to split a workday into two or more segments

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

without the ~~mutual~~ agreement of the employee and the employer.

(B) Where employees are required to work extra hours during an approved extended work period, the State will make a good faith effort to offset such extra hours in eight (8) hour increments, provided this can be done prior to the end of the extended work period.

SECTION 3 – Sick Leave Pool and Sick Leave Transfer

~~Special Agent bargaining Unit~~ Employees shall be subject to the conditions, and have full access to the benefits, of the employing agency's existing sick leave pool and sick leave transfer plan.

SECTION 4 – Special Compensatory Leave

~~Special Agent bargaining Unit employees shall be required, with reasonable advance notice, to use special compensatory leave before using accrued annual leave credits. Employees will only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits.~~

~~(A) Special compensatory leave will be earned and credited pursuant to Rule 60L-34, Florida Administrative Code. In no case shall the employee's accrued special compensatory leave balance exceed 240 hours.~~

~~(B) In the event that the employee's current special compensatory leave balance is at the 240 hour maximum, and the employee is required to work under conditions that would normally earn special compensatory leave credits, no additional special compensatory leave is earned.~~

~~(C) Unless otherwise prohibited by law or rule, all requests for use of approved leave, other than administrative leave, shall first be charged to any special compensatory leave credits the employee has accrued.~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 24
ON CALL, CALL-BACK and COURT APPEARANCES

SECTION 3 1 – On-Call

On-call assignment shall be as defined in Rule 60L-32, Florida Administrative Code.
Based on the availability of funds, employees who are required to be on-call shall be compensated by payment of a fee in an amount of not less than one dollar (\$1.00) for each hour such the employee is required to be available. Employees who are required to be on-call on a Saturday, Sunday and/or a holiday as listed in Ssection 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee's class for each eight (8) hour period such the employee is required to be available.

SECTION 4 2 – Call-Back

When A an Unit employee who has been placed on-call is called out back to the work at a time not contiguous with the employee's scheduled hours of work location to perform assigned duties, the employee shall be credited for actual time worked, or a minimum of two (2) hours, whichever is greater.

SECTION 2 3 – Court Appearances

If an Unit employee is subpoenaed to appear as a witness in a job-related court case, not during the employee's regularly assigned work hours, the employee shall be credited for actual time worked, or a minimum of two and one-half (2-1/2) hours, whichever is greater.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year ~~2011-2012~~ **2012-13** General Appropriations Act ~~as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands.~~

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year ~~2011-2012~~ **2012-13** General Appropriations Act.

SECTION 2 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year ~~2011-2012~~ **2012-13** General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, the FDLE is authorized to grant a temporary special duties pay additive, of up to 15 percent of the employee's base rate of pay, to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 3 – Cash Payout of Annual Leave

Permanent Career Service employees may be given the option of receiving up to ~~twenty-four (24)~~ **twenty** hours of unused annual leave each December, in the form of a cash payout, subject to, and in accordance with, ~~S~~**s**ection 110.219(7), Florida Statutes.

SECTION 4 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to ~~Chapter Rule~~ **Rule** 60L-35, Florida Administrative Code.

SECTION 5 – Savings Sharing Program

~~Individual~~ **An** employees or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and 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 ~~Unit~~ 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 bullet-proof vests to ~~bargaining Unit~~ employees and will develop a policy for replacement upon expiration of the guaranteed life of the vest 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 of Florida~~ contract specifications for unmarked law enforcement vehicles.

SECTION 2 – Clothing Allowance

Employees ~~of this Unit~~ shall receive a clothing allowance in the amount of \$500.00 annually.

SECTION 3 – Award

When an employee retires under any provision of the ~~State Florida Retirement System~~, including medical disability retirement, 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 ~~bargaining Unit~~ employees which shall include:

(A) Upon promotion, a framed certificate certifying the promotion.

(B) Awards for bravery and outstanding service.

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

(C) Service awards through the use of certificates, patches or pins recognizing years of service with the State; specifically recognizing ~~fifteen (15)~~, ~~twenty (20)~~ and ~~twenty five (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 the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 27

INSURANCE BENEFITS

SECTION 1 – State Employees Group Insurance Program

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation.

SECTION 2 – Death In-Line-Of-Duty Benefits

- (A) Funeral and burial expenses will be as provided in Section 112.19, Florida Statutes.
- (B) Education benefits will be as provided in Section 112.19, Florida Statutes.
- (C) State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be as provided in Section 110.123, Florida Statutes.
- (D) Any complaint or claim by an employee or the Association concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

SECTION 3 – Retirement

Consistent with § 121.011(3)(d), Florida Statutes, and Florida Sheriff's Association v. Dept. of Admin., 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits, rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 28
TRAVEL EXPENSES

SECTION 1 – Payment of Travel Vouchers

With the prior approval of the Executive Director, travel expenses of employees incurred in the performance of a public purpose authorized by law will be paid in accordance with ~~Section~~ 112.061, Florida Statutes. The ~~State~~ will make a good faith effort to pay travel vouchers within ~~thirty (30)~~ days after they have been properly submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

SECTION 2 – Emergency Travel

(A) When an emergency, such as a hurricane, arises that requires the agency to temporarily assign employees with less than ~~forty eight (48)~~ hours notice, the agency will make a good faith effort to officially notify employees of the temporary assignment. Such notification may be in person, by telephone, by radio, or in writing.

(B) When an emergency arises requiring temporary personnel assignment with less than ~~forty eight (48)~~ hours notice, the ~~State~~ agrees to make the necessary payment to the vendor for lodging for such employees. The employee shall have no responsibility to make such payments to the vendor. Travel vouchers will be submitted as required in Section 1 above.

SECTION 3 – Mileage Allowance

The ~~State~~ agrees to seek continued funding to provide for the payment of a mileage allowance for the use of privately-owned vehicles for official travel at the rate of ~~29~~ ~~44.5~~ cents per mile.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 29
DRUG TESTING

(A) The State and the Association agree to drug testing of bargaining unit employees in accordance with Section 112.0455, Florida Statutes, the Drug-Free Workplace Act.

(B) All classes covered by this Agreement are designated special risk for drug testing purposes. Special risk means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

(C) An employee shall have the right to grieve any disciplinary action taken under Section 112.0455, the Drug-Free Workplace Act, subject to the limitations on the grievability of disciplinary actions in Article 6. If an employee is not disciplined but is denied a demotion, reassignment or promotion as a result of a positive confirmed drug test, the employee shall have the right to grieve such action in accordance with Article 6.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 30
NO STRIKE

SECTION 1 – No Strike Agreement

Neither the Association nor any of its officers or agents, nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any prohibited activities as defined in ~~S~~section 447.203(6), Florida Statutes.

SECTION 2 – Penalty

~~Any or all~~ employees who violates any provision of this law prohibiting strikes or of this Article will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the ~~S~~state shall not be subject to the ~~G~~grievance ~~P~~procedure established herein.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 31

PREVAILING RIGHTS

VACANT

All pay and benefits provisions published in the Personnel Rules which cover employees in the bargaining Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement.

Any claim by an employee concerning the application of such provisions shall not be subject to the Grievance Procedure of this Agreement, but shall be subject to the method of review prescribed by the Personnel Rules of the Career Service System, or other appropriate administrative or judicial remedy.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 32
MANAGEMENT RIGHTS

The Association agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement; provided, however, that the exercise of such rights shall not preclude an employee or employee representative from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 33
ENTIRE AGREEMENT

SECTION 1 – Agreement/Reopeners

This Agreement, ~~upon ratification,~~ supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The State maintains the right to make changes to rules, policies or practices during the term of this Agreement unless such action will be in direct conflict with the terms and conditions of this Agreement.

~~The State and the Association agree that changes in any four (4) articles within this Agreement that the Association or the State desire to reopen, plus any articles which provide for a study by the State and the Association, shall be subject to negotiations for Fiscal Year 2010-2011.~~

~~The State and the Association further agree that changes in any four (4) articles within this Agreement that the Association or the State desire to reopen, plus any articles which provide for a study by the State and the Association, shall be subject to negotiations during the second year of this Agreement for Fiscal Year 2011-2012.~~

Except as to the above subjects, the State and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2 – Memorandum of Understanding/Settlements

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

bargaining Unit employees to enter into the settlement of grievance disputes or memorandums of understanding which clarifies clarify or amends this Agreement, without having to be ratified by bargaining Unit members employees.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Article 34
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, ~~should be~~ is rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation, or if the appropriate governmental body, having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes, then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

**Article 35
DURATION**

SECTION 1 – Term

This Agreement shall be effective as of the date of signature by Governor Charlie Crist, and shall remain in full force and effect through the thirtieth day of June 2012 2013. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing on or before September 1 of each year that it desires to change or modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

In the event that the State and the Association fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

SECTION 2 – Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the Association at 300 East Brevard Street, Tallahassee, Florida 32301; and if by the Association shall be addressed to the Office of the Secretary and Office of the General Counsel Chief Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above, would apply only to those bargaining Unit employees permanently or temporarily assigned to such areas.

For the State

For the PBA

Michael Mattimore
State's Chief Labor Negotiator

Gene "Hal" Johnson
General Counsel and Chief Negotiator

Date

Date

Special Agent Bargaining Unit

Proposals for a Successor Agreement for 2012-2015

November 7, 2011

*WAGES, Article 25, Section 1 -- The Florida PBA proposes the State adopt the following wage proposal for employees in the bargaining unit:

- (a) Effective July 1, 2012, all bargaining unit employees will receive a three (3%) percent competitive pay adjustment to their June 30, 2012 base rate of pay.
- (b) Effective January 1, 2013, all bargaining unit employees will receive a one (1%) percent experience adjustment to their December 31, 2012 base rate of pay for each five years of service as a sworn state law enforcement officer up to a maximum of two (2%) percent experience adjustment.
- (c) Effective April 1, 2013, all bargaining unit employees who receive an annual overall performance evaluation of "exceeds standards" shall receive a one (1%) percent merit wage adjustment to their March 31, 2013 base rate of pay. The merit wage adjustment will be based upon the last annual performance evaluation received by the employee prior to April 1, 2013.
- (d) Effective July 1, 2012, the Florida PBA proposes there shall be created a position of "senior special agent." The position shall be filled by appointment and shall receive a five (5%) pay adjustment in the person's base rate of pay for the performance of additional job duties and responsibilities as determined by the agency.

*Continue emergency, deployment benefit.

Other proposals:

INSURANCE BENEFITS, Article 27 -- The Florida PBA and State agree to maintain health insurance benefits, health care deductive, co-payments and employee health insurance premiums at their current levels.

HOURS OF WORK, Article 23 – Section 4 of the article dealing with special compensatory leave shall modified to provide that special compensatory leave accumulated between July 1st of the fiscal year and December 31st of the fiscal year shall be paid for at the employee's straight time regular hourly rate and such leave accumulated between January 1st of the fiscal year and June 30th of the fiscal year shall be paid for at the employee's straight time regular hourly rate.

At the end of the fiscal year, a bargaining unit employee may request payment, or the agency may elect to pay, for accumulated special compensatory time in the amount of eight (8) hours for each year of service with the agency up to a total of forty (40) hours per year.

An employee will not be required to use special compensatory time in lieu of annual leave if such usage is reasonably anticipated to place the employee in the posture of having to convert annual leave into sick leave at the end of the calendar year.

The Florida PBA reserves the right to provide additional proposals at a later date. Except as proposed herein, the PBA seeks to maintain the language found in the current agreement. It is seeking a 3-year agreement with four (4) reopeners in final two years of the agreement.

Police Benevolent Association (PBA) - Special Agents CBU 10 Economic Proposals Fiscal Year 2012-2013		
Union/Issue	Estimated Cost	Comments
Article 25(1)(a): Effective July 1, 2012, 3% Competitive Pay Adjustment	\$505,836	Costs calculated with a 3% increase on each position's current base rate salary. Includes filled and vacant positions. Source used for calculation is LAS/PBS. Costing prepared by OPB.
Article 25(1)(b): Effective January 1, 2013, all bargaining unit employees will receive a 1 percent experience adjustment to their December 31, 2012 base rate of pay for each five years of service as a sworn state correctional or correctional probation officer up to a maximum of two percent.	\$122,737	Calculation is based on current active employees and excludes vacancies and those not yet having 5 years. People First was the source of data for calculation- annualized for 6 months (a full year would cost \$245,473).
Article 25(1)(c): Effective April 1, 2013, all bargaining unit employees who receive an annual overall performance evaluation of "exceeds standards" will receive a 1 percent merit wage adjustment to their March 31, 2013 base rate of pay.	\$42,165	Costs calculated with a 1% increase on each position's current base rate salary. Includes filled and vacant positions. Source used for calculation is LAS/PBS-annualized for 3 months (a full year would cost \$168,621). Costing prepared by OPB assuming all members performance evaluations exceed standards.
Article 27(a): Propose that the Florida PBA and State agree to maintain health insurance benefits, deductibles and employee health insurance premiums at current levels.	Indeterminate	The Governor's Recommended Budget for Fiscal Year 2012-2013 has not been completed at this time. Any additional cost to the collective bargaining member will be based on recommendations for state employee benefits in the Governor's Recommended Budget for Fiscal Year 2012-2013. State employee wage and benefit recommendations will be presented at a later date.
Article 18(6): Modifies special comp leave to allow for payments of accumulated leave at the employee's straight time regular hourly rate after June 30th and Dec 31st. Special comp may also be paid in the amount of 8 hours for each year of service up to a total of 40 hrs per year. Prohibits the requirement to use special comp in lieu of annual leave if conversion of annual leave into sick leave is anticipated.	Indeterminate but significant	

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current Three-Year Agreement Expires June 30, 2012
Status of Collective Bargaining as of December 9, 2011
FY 2012-13 Successor Negotiations – All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
1 – Recognition	<u>State Proposal of 12/05/11:</u> Proposes grammatical changes only	No proposal offered	
2 – Gender Reference	<u>State Proposal of 12/05/11:</u> Proposes status quo	No proposal offered	
3 – Vacant	<u>State Proposal of 12/05/11:</u> Proposes status quo	No proposal offered	
4 – No Discrimination	<u>State Proposal of 12/05/11:</u> Proposes grammatical changes only	No proposal offered	
5 – Employee Representation and Association Activities	<u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes: Section 1: definition of “employee” to mean an employee included in the bargaining unit, and “Grievance Representative” to mean an employee designated by the President of the Association to investigate grievances at the Oral Step, and represent a grievant at the Oral Step and Step 1 meetings. Section 8: occupation profiles and Rules of the State Personnel System be maintained on the Department of Management Services’ website (current practice).	No proposal offered	

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current Three-Year Agreement Expires June 30, 2012
Status of Collective Bargaining as of December 9, 2011
FY 2012-13 Successor Negotiations – All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
6 – Grievance Procedure	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>Section 3: filing of grievances by facsimile, electronic mail, mail, or personal delivery;</p> <p>optional mediation by written agreement of the parties;</p> <p>issues of arbitrability, including timeliness, be separated from substantive issues of grievance;</p> <p>an appropriate grievance form and request for arbitration form as appendices to the agreement.</p> <p>Section 5: non-discipline grievances filed by probationary employees are final and binding at Step 3 unless the processing of such grievances is further limited by specific provisions of the agreement.</p>	No proposal offered	

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current Three-Year Agreement Expires June 30, 2012
Status of Collective Bargaining as of December 9, 2011
FY 2012-13 Successor Negotiations – All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
7 – Internal Investigations and Disciplinary Actions	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: striking language contained in sections 112.532 and 112.533, F.S., regarding internal investigations and interrogation.</p> <p>Section 2: clarifying language to reflect an employee who has attained permanent status in his current position may be disciplined only for cause.</p> <p>adds involuntary transfers of over 50 miles by highway to actions requiring notice in accordance with section 110.227, F.S.;</p> <p>an employee subject to a disciplinary action that may be appealed to PERC or grievable under this agreement shall indicate at the time the grievance is reduced to writing which procedure is to be used, and in the case of duplicate filing, the action first filed will be the one processed.</p>	No proposal offered	Permanent status is attained in the current position, not in the Career Service System.

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current Three-Year Agreement Expires June 30, 2012
Status of Collective Bargaining as of December 9, 2011
FY 2012-13 Successor Negotiations – All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
8 – Workforce Reduction	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: clarifying language to reflect permanent status must be attained in the employee’s current position.</p>	No proposal offered	
9 – Reassignment, Transfer, Change in Duty Station, Promotion	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: definition of “broadband level”, “reassignment”, and “promotion” as defined in section 110.107, F.S.</p> <p>Section 6: language to clarify probationary status upon an internal agency promotion, removal from promotional position at any time during probationary period, and status if demoted into the employee’s former position or a comparable position.</p>	No proposal offered	
10 – Grooming	<p><u>State Proposal of 12/05/11:</u> Proposes grammatical changes only</p>	No proposal offered	
11 – Classification Review	<p><u>State Proposal of 12/05/11:</u> Proposes grammatical changes only</p>	No proposal offered	

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current Three-Year Agreement Expires June 30, 2012
Status of Collective Bargaining as of December 9, 2011
FY 2012-13 Successor Negotiations – All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
12 – Personnel Records	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: language to clarify the State’s current practice to maintain an employee’s official personnel file in the employing agency, not by the Department of Management Services or designee.</p> <p>correct title of General Records Schedule GS1-SL for State and Local Government Records.</p>	No proposal offered	
13 – Safety	<p><u>State Proposal of 12/05/11:</u> Proposes grammatical changes only</p>	No proposal offered	
14 – Performance Review	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>performance reviews shall be conducted in accordance with Rule 60L-35, F.A.C.</p>	No proposal offered	
15 – Seniority	<p><u>State Proposal of 12/05/11:</u> Proposes grammatical changes only</p>	No proposal offered	
16 – Employment Outside State Government	<p><u>State Proposal of 12/05/11:</u> Proposes grammatical changes only</p>	No proposal offered	

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current Three-Year Agreement Expires June 30, 2012
Status of Collective Bargaining as of December 9, 2011
FY 2012-13 Successor Negotiations – All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
17 – Department Vehicles	<u>State Proposal of 12/05/11:</u> Proposes grammatical changes only	No proposal offered	
18 – Leave	<u>State Proposal of 12/05/11:</u> Proposes grammatical changes only	No proposal offered	
19 – Personal Property Replacement and/or Reimbursement	<u>State Proposal of 12/05/11:</u> Proposes grammatical changes only	No proposal offered	
20 – Educational Assistance Plan	<u>State Proposal of 12/05/11:</u> Proposes the state shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space-available basis as authorized by law; deletes language that the Governor agrees to seek approval of the Legislature to continue the existing tuition-free courses program.	No proposal offered	

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current Three-Year Agreement Expires June 30, 2012
Status of Collective Bargaining as of December 9, 2011
FY 2012-13 Successor Negotiations – All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
21 – Acting Ranks	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>title change to Compensation for Temporary Special Duty in Higher Level Position; clarifies that an employee is eligible for a temporary special duty additive when performing a major portion of duties of a higher broadband level position for more than 22 workdays.</p>	No proposal offered	
22 – Job-Connected Disability	<p><u>State Proposal of 12/05/11:</u> Proposes grammatical changes only</p>	No proposal offered	
23 – Workday, Workweek and Overtime	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>Section 4: special compensatory leave will be earned and credited pursuant to Rule 60L-34, F.A.C.;</p> <p>provides cap of 240 hours (in current agreement);</p> <p>unless otherwise prohibited by law or rule, all requests for use of approved leave, other than administrative leave shall first be charged to any special compensatory leave credits accrued.</p>	<p><u>Union Proposal of 11/07/11:</u> Modifies special compensatory leave to allow for payments of accumulated leave at the employee's straight time regular hourly rate after June 30th and Dec 31st. Special compensatory leave may also be paid in the amount of 8 hours for each year of service up to a total of 40 hrs per year. Prohibits the requirement to use special compensatory leave in lieu of annual leave if conversion of annual leave into sick leave is anticipated.</p>	<p>Cost estimate of union proposal: Indeterminate but significant</p> <p>State proposal to enforce 240 hour cap on special compensatory leave credits; reduce special compensatory leave liability.</p>

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current Three-Year Agreement Expires June 30, 2012
Status of Collective Bargaining as of December 9, 2011
FY 2012-13 Successor Negotiations – All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
24 – On-Call, Call-Back, and Court Appearances	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>Section 2: on-call assignment shall be as defined in Rule 60L-32, F.A.C.;</p> <p>clarifying language for compensating an employee who has been instructed to be on-call, and is called back to the work location to perform assigned duties.</p>	No proposal offered	
25 – Wages	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: pay shall be in accordance with the Fiscal Year 2012-13 General Appropriations Act.</p>	<p><u>Union Proposal of 11/07/11:</u></p> <p>Section (1)(a): Effective July 1, 2012, 3% Competitive Pay Adjustment</p> <p>Section (1)(b): Effective January 1, 2013, all bargaining unit employees will receive a 1 percent experience adjustment to their December 31, 2012 base rate of pay for each five years of service as a sworn state correctional or correctional probation officer up to a maximum of two percent.</p>	<p>Cost estimate: \$505,836</p> <p>Cost estimate: \$122,737 annualized for 6 months (a full year would cost \$245,473).</p>

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current Three-Year Agreement Expires June 30, 2012
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FY 2012-13 Successor Negotiations – All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
		<p>Section (1)(c): Effective April 1, 2013, all bargaining unit employees who receive an annual overall performance evaluation of "exceeds standards" will receive a 1 percent merit wage adjustment to their March 31, 2013 base rate of pay.</p> <p>Section 2: Continue emergency deployment temporary special duty additive of up to 15% of base rate of pay.</p>	<p>Cost estimate: \$42,165 annualized for 3 months (a full year would cost \$168,621). Costing assuming all members' performance evaluations exceed standards.</p>
26 – Equipment and Service Awards	<p><u>State Proposal of 12/05/11:</u> Proposes grammatical changes only</p>	No proposal offered	
27 – Insurance Benefits	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes: title change to Benefits; new Section 3: to address retirement benefits consistent with section 121.011(3)(d), F.S., and <i>Florida Sheriff's Association v. Department of Admin.</i>, 408 So.2d 1033 (Fla.1981).</p>	<p><u>Union Proposal of 11/07/11:</u> Section 1: Proposes that the Florida PBA and State agree to maintain health insurance benefits, deductibles and employee health insurance premiums at current levels.</p>	
28 –Travel Expenses	<p><u>State Proposal of 12/05/11:</u> Proposes grammatical changes only</p>	No proposal offered	

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current Three-Year Agreement Expires June 30, 2012
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FY 2012-13 Successor Negotiations – All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
29 – Drug Testing	<u>State Proposal of 12/05/11:</u> Proposes grammatical changes only	No proposal offered	
30 – No Strike	<u>State Proposal of 12/05/11:</u> Proposes grammatical changes only	No proposal offered	
31 – Prevailing Rights	<u>State Proposal of 12/05/11:</u> Proposes vacant article	No proposal offered	Current State law addresses the employer’s obligation to negotiate over proposed changes in terms and conditions of employment and provides a remedy for violations through PERC and the courts. Contract language is redundant and creates potential for inconsistent interpretation and application of the law by arbitrators.
32 – Management Rights	<u>State Proposal of 12/05/11:</u> Proposes status quo	No proposal offered	

**Police Benevolent Association
Special Agent Unit – State Personnel System
Current Three-Year Agreement Expires June 30, 2012
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FY 2012-13 Successor Negotiations – All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
33 – Entire Agreement	<p><u>State Proposal of 12/05/11:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: striking “upon ratification” and provisions for reopener articles as the state proposes a one-year agreement.</p>	<p><u>Union Proposal of 11/07/11:</u> Proposes a three-year agreement with four reopeners in last two years of agreement.</p>	<p>If the agreement is not ratified by all parties pursuant to section 447.309, F.S., the legislative impasse resolution shall take effect as of the date of the legislative action for the remainder of the first fiscal year which was subject to negotiations; the legislative action shall not take effect with respect to preamble, recognition, and duration clauses.</p>
34 – Savings Clause	<p><u>State Proposal of 12/05/11:</u> Proposes grammatical changes only</p>	No proposal offered	
35 – Duration	<p><u>State Proposal of 12/05/11:</u> Proposes a one-year agreement to expire June 30, 2013.</p>	<p><u>Union Proposal of 11/07/11:</u> Proposes a three-year agreement with four reopeners in last two years of agreement.</p>	



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

December 5, 2011

TRANSMITTED VIA ELECTRONIC MAIL

Jack Seddon, Executive Director
Federation of Physicians and Dentists /
State Employees Attorneys Guild
1310 Cross Creek Circle, Suite C2
Tallahassee, Florida 32301

Dear Mr. Seddon:

Thank you for your October 31, 2011, successor agreement proposals you provided for the Selected Exempt Service Attorneys Unit for Fiscal Year 2012-2013 collective bargaining negotiations.

The state proposes we maintain the status quo, with minor grammatical changes, for the following articles as the parties have not proposed any changes to date:

- Article 1 – Recognition
- Article 2 – Gender Reference
- Article 4 – No Discrimination
- Article 8 – Work Force Reduction
- Article 9 – Employment Opportunities
- Article 10 – Classification and Pay Plan
- Article 12 – Personnel Records
- Article 13 – Safety
- Article 14 – Replacement of Personal Property
- Article 15 – Vacant
- Article 20 – Per Diem and Travel Expenses
- Article 21 – Employment Outside State Government
- Article 23 – Management Rights
- Article 25 – Savings Clause

Please direct all correspondence to:
Office of General Counsel | 4050 Esplanade Way, Suite 160 | Tallahassee, Florida 32399-0950
Tel: 850.487.1082 | Fax: 850.922.6312

www.dms.MyFlorida.com

The parties will continue to negotiate proposed changes to the following articles:

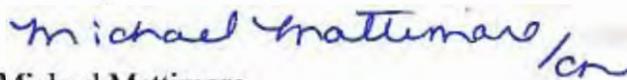
- Article 3 – Vacant (union proposal)
- Article 5 –Employee Rights, Management, and Union Communications (both parties propose changes)
- Article 6 – Grievance Procedure (state proposal)
- Article 7 – Employee Standards of Conduct and Performance (both parties propose changes)
- Article 11 – Classification Review and Professional Practice Scope (both parties propose changes)
- Article 16 –Hours of Work and Employee Leave (state proposal)
- Article 17 – Training and Education (both parties proposed changes)
- Article 18 – Wages (both parties proposed changes)
- Article 19 – Insurance Benefits (both parties proposed changes)
- Article 22 – Vacant (union proposal)
- Article 24 – Entire Agreement (both parties proposed changes)
- Article 26 – Duration (both parties proposed changes)

Written contract proposals are included for your consideration and response. We will continue to negotiate and to seek resolution of any unresolved issues.

By separate copy, you will be provided with the proposed salaries and benefits in the Governor's Fiscal Year 2012-13 legislative budget request.

Please do not hesitate to contact me with any requests.

Sincerely,



Michael Mattimore
Chief Labor Negotiator

MM/jc

Enclosures

Cc: Management Advisory Council and State Bargaining Team
Michael Sevi, Assistant General Counsel, Executive Office of the Governor

Article 2
GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 3
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

**Article 4
NO DISCRIMINATION**

SECTION 1 - Non-Discrimination Policy - Age, Sex, Race, Color, Religious Creed, National Origin, Physical Handicap Disability, Protected Union Activity

(A) The State and the Union shall not discriminate against any employee for any reason prohibited by law. Employees shall have the rights afforded by Article 1, Section 6, of the Florida Constitution and Chapter 447, Florida Statutes. Consistent with Chapter 447, Florida Statutes, public employees in the State of Florida have the right to self-organization, to form, join, or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

(B) The Union shall have the right to consult on issues of unlawful discrimination ~~or sexual harassment~~ with an agency head or ~~his~~ designee.

(C) Any claim of unlawful discrimination ~~or sexual harassment~~ by an employee against the State under this Section, except for grievances related to Association membership, may shall only be subject to the method of review under the Grievance Procedure or the employee may seek resolution through other such alternative procedures as prescribed by law or by rules and regulations having the force and effect of law, but not both.

SECTION 2 - Non-Discrimination - Union Activities

(A) Neither the State nor the Union shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and the Union shall not discriminate against any such employee because of membership or non membership in any employee organization. However, the Union is not obligated to represent a non-member with respect to grievances and/or any arbitration or administrative proceeding.

(B) ~~Claims of~~ Union claims of discrimination against the State, its officers or representatives, shall be remedied only through the Public Employees Relations Commission or such administrative proceedings provided by law ~~but not the grievance procedure of this contract.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 5
EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 1 – Definition

The term “employee” as used in this Agreement, shall mean an employee included in the bargaining unit represented by the State Employees Attorneys Guild, (Union).

SECTION 2 1- Selected Exempt Service Rule Interpretations

The State will maintain on the Department of Management Services’ website any written interpretations of the Rules of the State Personnel System. In the event that the Department of Management Services issues a written interpretation of the rules applicable to the Selected Exempt Service, a copy will be provided to the union.

SECTION 3 2 - Consultation Meetings

(A) Upon request by the Union, representatives of the Department of Management Services shall make a good faith effort to meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the State and the Union. The purpose of such consultation meetings shall be to discuss matters relating to the administration of this Agreement.

(B) Upon request by the Union, an agency head employing Unit employees or his designee shall make a good faith effort to meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the agency head, or his designee and the Union. The purpose of such consultation meetings shall be to discuss matters relating to the administration of this Agreement as it relates to those areas within the exclusive jurisdiction of the agency consulted.

(C) No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

(D) Any Decision(s) reached through consultation meetings shall be reduced to writing by the agency and a copy shall be furnished to the Department of Management Services and the Union.

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

SECTION 4 3- Bulletin Boards

(A) Where requested in writing, and where justified by the number of ~~Unit~~ employees affected, the State agrees to furnish at State institutions where ~~bargaining Unit~~ employees are employed, wall space not to exceed 20" X 30" for Union purchased bulletin boards. Space will be provided in those areas as ~~mutually~~ agreed by the agency and Union. When agreement cannot be reached, the agency will select an area.

(B) Union bulletin boards may be used to communicate with and inform ~~Unit~~ employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of ~~employees Union members~~. Notices posted on these bulletin boards shall not contain anything reflecting adversely on the State, or ~~any of~~ its officers or employees; nor shall ~~any~~ posted material violate or have the effect of violating any law, rule, or regulation.

(C) Notices posted must be dated and bear the signature of the Union's authorized representative.

(D) A violation of these provisions shall be a basis for removal of bulletin board privileges by the Chief Labor Negotiator of the Department of Management Services.

SECTION 5 4 - Employee Lists

Upon request of the Union the State will, ~~on a quarterly basis,~~ provide the Union ~~with~~ a list giving the name, home address on file (unless ~~where~~ home addresses are confidential under applicable law), classification title, ~~and~~ gross salary, and location of employment for each employee ~~in the Unit. Where home addresses are confidential, the State will provide an alternative address.~~ This list will be prepared on the basis of the latest information on file at the time the list is prepared and will be furnished to the Union after receipt by the State of the payment of the actual costs to the State incurred in the preparation of such list.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

SECTION 6 5 - Negotiations

(A) ~~The Union agrees that~~ ~~a~~All collective bargaining is to be conducted with State representatives designated for that purpose by the Governor, as chief executive officer ~~the Department of Management Services, Office of the General Counsel.~~ While negotiation meetings shall normally be held in Tallahassee, the State and the Union may mutually agree to meet elsewhere at a State facility or other location which involves no rental cost to the State. There shall be no negotiation between the Union and the State at any other levels of State government.

(B) The Union may designate certain employees ~~within the Unit~~ to serve on its negotiation committee, and such ~~the~~ employees will be granted administrative leave ~~time off with pay~~ to attend formally scheduled negotiation sessions with the State when such attendance does not interfere with the performance of the employee's duties or ~~does not unduly hamper the operation of the employee's work unit the agency's mission.~~ The Union negotiation committee shall be limited to five (5) ~~unit~~ employees. No more than one (1) employee shall be selected from the same work unit at any one time. The State shall not reimburse employees for travel, meals, or lodging in connection with negotiations unless the State specifically requests an ~~an~~ employee ~~unit member~~ be in attendance to elaborate on a particular issue.

SECTION 7 6 - Employee Assistance Programs

The State and the Union encourage and support the maintenance of an Employee Assistance Programs, and the utilization of such programs by employees.

SECTION 8 7 - Charitable Solicitations

Employee participation in charitable drives is voluntary.

Section 9 8 – Creditors

The State shall not assist outside creditors with the collection of debt unless duly authorized by law.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

SECTION 10 9 - Representative Access

(A) The State agrees that designated Union Representatives shall have access to State controlled premises that are open to the public where **Unit** employees are employed.

(B) If any area of the State's premises is otherwise restricted to the public, permission must be requested to enter **such the** area; **and such** permission shall not be unreasonably denied. **Such** **Access** shall be during the regular working hours of the **Unit** employee and only for the purpose of investigating an employee's grievance.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 6
GRIEVANCE PROCEDURE

It is the policy of the State and Union to encourage informal discussions between supervisors and employees regarding employee concerns. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to a formal grievance procedure.

SECTION 1 - Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, filed on the appropriate form as contained in Appendix B of the Agreement.

(B) "Employee" shall mean an individual employee or a group of employees having the same grievance. In the case of a group of employees, one employee shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" shall mean calendar days, excluding any day observed by the State as a holiday for State employees pursuant to Section 110.117, Florida Statutes.

(D) "Grievance Representative" shall mean an employee covered by this Agreement who has been designated by the Union to investigate grievances at the Informal Step and to represent grievants at the Informal Step and Step 1 meetings on grievances which have been properly filed under this Article when the Union has been selected as the employee's representative.

(E) "Required Participant" means any employee whose presence at a grievance meeting has been determined necessary by the agency.

(F) "Union Representative" means a non-State employee officially designated by the Union.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

SECTION 2 - Election of Remedy

An employee shall have the option of utilizing the unfair labor practice procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

SECTION 3 - Grievance Representation

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether ~~or not~~ he shall be represented by the Union. When an employee has elected Union representation, both the employee and the Union representative shall be notified of ~~any~~ Step 1 meetings. ~~Further, any~~ ~~Written~~ communication concerning the grievance or its resolution shall be sent to both the employee and the Union representative, unless it would entail the disclosure of confidential information or violate the attorney-client privilege, (in the event of a potential disclosure of confidential information or an attorney-client privileged, ~~SEAG~~ ~~the Union~~ will be provided an opportunity to provide a representative that already has access to the confidential information or who will preserve the privilege by the nature of their attorney-client relationship) and any decision ~~mutually~~ agreed to by the State and the Union shall be binding on the employee.

(B) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this ~~Collective Bargaining~~ Agreement. ~~Further, The~~ Union shall be given reasonable opportunity to be present at ~~any~~ meeting called for the resolution of ~~such the~~ grievance unless it would result in the disclosure of confidential information or violate the attorney-client privilege. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

(C) The Executive Director of the Union shall furnish to the State a list of Union Representatives and Grievance Representatives. The State will not recognize ~~any~~ person as a Union Representative or Grievance Representative whose name does not appear on the list.

(D) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, ~~such the~~ participant shall be excused without loss of pay for that

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

SECTION 4 – Procedures

(A) 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. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

(B) The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the Union or the State in other cases.

(C) Grievances shall be presented and adjusted in the following manner.

(1) Informal Discussion

(a) An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.

(b) If the grievance is not resolved by such informal discussion, the employee may, within fourteen (14) days after the date of that discussion, submit a formal written grievance at Step 1 of this procedure.

(c) If the employee elects not to utilize the informal discussion provisions of this Section, the employee may file a formal grievance at Step 1, provided the written grievance is filed within fourteen (14) days following the occurrence of the event giving rise to the grievance.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

(2) Step 1

(a) In filing a grievance at Step 1, the employee shall submit to the Step 1 management representative a grievance form **as contained in Appendix B**, setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or **his** designee shall **have a meeting meet with the Union Representative** to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within fourteen (14) days following the date of the meeting.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the agency head or **his** designee within fourteen (14) days after receipt of the decision at Step 1.

(b) The agency head or **his** designee may **have a meeting meet** with the Union Representative to discuss the grievance. The agency head or **his** designee shall communicate a decision in writing to the employee and to the Union Representative within twenty-one (21) days following receipt of the written grievance.

(4) Step 3

(a) If the grievance is not resolved at Step 2, the employee may submit the grievance in writing to the Office of the General Counsel of the Department of Management Services or **its** designee within fourteen (14) days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance.

(b) The Department of Management Services may **have a meeting meet** with the Union Representative to discuss the grievance **with the approval and attendance of the Step 2 Agency representative**. The Department of Management Services shall communicate a decision in writing to the employee and the Union Representative within twenty-one (21) days following receipt of the written grievance.

For the State

For the SEAG

Mike Mattimore
State's Chief Labor Negotiator

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Date

(c) Grievance Mediation. The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), either prior to the grievance being submitted to arbitration or after it has been submitted but before a hearing is scheduled. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

(5) Step 4 - Arbitration

(a) If the grievance is not resolved at Step 3, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form as contained in Appendix C (to be supplied by the State) within fourteen (14) days after receipt of the decision at Step 3. Prior to arbitration the parties may agree to attempt to resolve the dispute through mediation.

(b) The arbitrator shall be one person from a panel of three (3) permanent arbitrators, mutually selected by the State and the Union to serve in rotation for any case or cases submitted.

(c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities. If mutual agreement cannot be reached, the arbitration hearing shall be held in the city of Tallahassee.

(d) Issues of arbitrability, including timeliness, shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of (5)(b).

(e) (d) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, such his decision shall be final and binding on the State, the Union, the grievant(s), and the employees in

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

the bargaining Unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue **his a** decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.
2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
3. The arbitrator shall have no authority to determine any issues other than those **issues** raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
4. The arbitrator shall limit **his the** decision strictly to the application and interpretation of the specific provisions of this Agreement.
5. The arbitrator shall be without power or authority to make any decision:
 - a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.
 - b. Limiting or interfering in any way with the powers, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement.
 - c. Which has the effect of restricting the discretion of an agency head as otherwise granted by law or the Selected Exempt Service Rules **of the State Personnel System**; or
 - D. That is based solely upon an agency past practice or policy **other than to determine that unless** such agency practice or policy is contrary to law, the Selected Exempt Service Rules **of the State Personnel System**, or this Agreement.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

(e) The reasonable fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(f) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

SECTION 5 - Time Limits

(A) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee or the Union where appropriate, to proceed to the next step.

(C) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing, in any specific instance, by **mutual** agreement **of the parties**.

(D) Claims of either an untimely filing or untimely appeal shall be made at the step in question, or will be considered waived.

SECTION 6 – Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union or an employee to process a grievance (1) in behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

before a governmental board or agency, or court proceeding, brought by an individual employee or group of employees, or by the Union.

(B) All grievances will be presented at the initial step with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Agency Step 1 management representative, the grievance shall be initiated at Step 2 by submitting a grievance form (Appendix B) as set forth in Step 1 within seven (7) days following the occurrence giving rise to the grievance.

(2) The Union shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name concerning disputes relating to the interpretation or application of this Agreement. The Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such The grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.

For the State

Mike Mattimore
State's Chief Labor Negotiator

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John J. Seddon
Executive Director
State Employees Attorneys Guild

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Article 7
EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

Section 1 - Standards of Conduct and Performance

(A) The Selected Exempt Service is designed to provide the delivery of high quality performance in selected classifications by facilitating the State's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs. Moreover, the State recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(B) Each ~~unit member~~ **employee** shall be provided a copy of his ~~or her~~ current **job position** description.

(C) The performance of employees shall be evaluated in accordance with Rule 60L-35, Florida Administrative Code.

(D) (E) Each **Unit** employee shall serve at the pleasure of the agency head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the sole discretion and upon prior review and consideration of the agency head or **his** designee. No such **personnel** action shall be grievable under the grievance article of this Agreement. Upon written request of the Union, **A**gencies will, in accordance with chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.

Section 2 - Employee Certifications

Employees shall ensure that all licensures or certifications required by their profession shall remain in good standing. The reimbursement of required Florida Bar dues, licensures and or certifications will be in accordance with the General Appropriations Act.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Section 3 - Confidentiality Requirements

Employees shall comply with all confidentiality requirements imposed by agency policy, federal or state law, federal regulation or administrative rule, including those rules or codes of conduct governing attorney conduct as promulgated by the Supreme Court of the State of Florida, or the Florida Bar or any other professional certification or regulatory body that governs the ability of any unit member employee to practice his or her particular profession.

Section 4 – Employee Representation Right

An employee may request a union representative be present to advise and/or assist the employee during any investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. Upon the request of the employee, the purpose of the investigation will be explained.

Section 5 – State Denial of Representation

The employer may refuse a request for a union representative during an investigatory interview not intended to lead to discipline of the interviewed employee. If the interview transitions to questions, which may lead to the discipline of the interviewed employee, he or she may have union representation for the interview to continue.

For the State

Mike Mattimore
State's Chief Labor Negotiator

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John J. Seddon
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State Employees Attorneys Guild

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Article 8
WORKFORCE REDUCTION

SECTION 1—Workforce Reduction

- (A) A workforce reduction is the deletion of positions. Agencies may delete both vacant and filled positions. Agencies may delete positions for a variety of reasons, including budget cuts, program reductions resulting from outsourcing or privatization efforts, or program phase-outs. Unit employees shall be subject to termination, including but not limited to a workforce reduction, at the discretion of the agency head.
- (B) The Agency Head shall furnish the Union Representative with a copy of any the notice separating an employee in this Unit as a result of a workforce reduction.
- (C) The decision of an Agency Head regarding a workforce reduction shall be final and shall not be subject to the grievance procedure of this Agreement.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 9
REASSIGNMENT

EMPLOYMENT OPPORTUNITIES

Employees are subject to reassignment at the discretion of the agency head. However, employees shall have the opportunity to request to be considered for vacant positions in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

"Reassignment" shall mean the moving of an employee from a position in a broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary and shall be treated as an original appointment.

SECTION 2 - Voluntary Reassignment

(A) An employee who has attained twelve (12) months of continuous service in the Selected Exempt Service System may apply for a voluntary reassignment on a Request Form (supplied by the agency). Such Requests shall indicate the position(s), county(ies), institution(s) and/or other work location(s) to which the employee would like to be reassigned or transferred.

(B) An employee may submit a Request Form at any time; however, all such Requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request Forms shall be submitted to the agency head or designee who shall be responsible for furnishing a copy of each such Request to the manager(s) or supervisor(s) who has the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment or transfer. The employee shall provide a copy of the Request to the Union at the time it is filed with the agency.

For the State

Mike Mattimore
State's Chief Labor Negotiator

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For the SEAG

John J. Seddon
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State Employees Attorneys Guild

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(D) When an employee has been reassigned pursuant to a Request filed under this Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of twelve (12) months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee's request shall be canceled and the employee will not be eligible to submit a Request for a period of twelve (12) months.

SECTION 3 - Involuntary Reassignment

(A) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment of an employee according to the needs of the agency.

(B) An employee shall be given a minimum of fourteen (14) calendar days notice prior to the agency effecting an involuntary reassignment of the employee. An agency shall make a good faith effort to provide thirty (30) calendar days notice but shall provide 14 calendar days notice prior to the agency effecting an-involuntary reassignment of the employee that would require a relocation of the employees residence. The parties agree, however, that these notice requirements shall not be required during an emergency or other extraordinary conditions. An employee shall receive relocation costs in accordance with applicable law.

~~Unit employees are subject to appointments at the discretion of the agency head. However, employees shall have the opportunity to request to be considered for an appointment to a different vacant position in accordance with the provisions of this Article.~~

~~SECTION 1 – Definitions~~

~~As used in this Article:~~

~~“Employment Opportunities” shall mean the appointment of an employee from one position in the bargaining unit to a different position in the bargaining unit and shall be treated as any original appointment.~~

~~SECTION 2 – Employment Opportunities~~

~~(A) An employee in the Selected Exempt Service System may apply for an appointment to a vacant bargaining unit position on a form supplied by the agency). Such Requests shall indicate the positions and/or other work location(s) to which the employee would like to be appointed.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

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For the SEAG

John J. Seddon
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State Employees Attorneys Guild

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~~(B) An employee may submit a form at any time.~~

~~(C) All forms shall be submitted 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 applied. The employee shall provide a copy of the form to the Union at the time it is filed with the agency.~~

~~(D) When an employee has been appointed pursuant to a form filed under this Article, all other pending requests shall be canceled. No other form may be filed under this Article for a period of twelve (12) months following the employee's appointment. If an employee declines an appointment pursuant to a form filed under this Article, the employee's request shall be canceled and the employee will not be eligible to submit a Request for a period of twelve (12) months.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 10
CLASSIFICATION and PAY PLAN

(A) The Department of Management Services shall continue to maintain a classification and pay plan applicable to all positions in this **U**unit, designed to attract and retain qualified personnel.

(B) The employing agency shall continue to maintain a position description for each position on a current basis. Each employee and the Union shall be provided a copy of ~~any bargaining unit~~ **the** employee's **job position** description.

(C) The Department shall assign each position to its appropriate broadband **L**level according to the position description.

(D) The classification and pay plan includes:

- (1) All approved pay bands;
- (2) The allocation of each position to a pay broadband level, and;
- (3) Provisions governing the administration of the plan.

(E) Upon making an original or any subsequent appointment to a Selected Exempt Service position in this **U**unit, the employing agency shall set the salary at an amount within the assigned pay range. Based on the employee's initial or subsequent appraisal, the Agency Head may give an employee an increase in salary provided the total salary is within the assigned pay band, funds are available for such increase, and such increase is not specifically prohibited by act of the Legislature. An employee may be paid less than the minimum of the assigned pay band only due to exigent circumstances.

(F) Any salary adjustment shall be consistent with state law. The Union shall be notified, in writing, of any salary increases.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 11
CLASSIFICATION REVIEW AND PROFESSIONAL PRACTICE SCOPE

SECTION 1 - Classification Review

(A) When an employee alleges that he is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official class specification occupational profile for the broadband level to which the position is allocated, the employee may request in writing that the agency head review the duties assigned to the employee's position. The agency head or his designee shall review the duties as requested. The employee will receive a copy of the written decision within sixty (60) days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

(B) If the agency head's decision is that the employee is properly classified and the employee is not satisfied with that decision, the employee, with or without representation, may request review by the Secretary of the Department of Management Services or his designee. The employee must request review by the Secretary of the Department of Management Services or his designee within fourteen (14) days of receipt of the agency decision that he is properly classified. The Secretary of the Department of Management Services or his designee shall conduct an independent review of the duties as requested and shall submit a decision in writing to both the agency and the employee. The decision of the Secretary of the Department of Management Services or his designee shall be final and binding on all parties. Accordingly, the process set for in this Article shall be the sole method to resolve any disagreement concerning employee position classification and issues involving employee position classification shall not be subject to the grievance procedure of this Agreement

SECTION 2 - Scope of Professional Practice

(A) The parties will comply with all statutory and rule provisions relating to the practice of law including, Chapter 454, FS and the Rules Regulating the Florida Bar promulgated by the Supreme Court of Florida.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 12
PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee which shall be maintained by the employing agency ~~Department of Management Services or its designee which may be a contractor~~. A duplicate personnel file may be established and maintained on an employee within an agency. An employee will have the right to review his own official personnel file, and any duplicate personnel file, at reasonable times under the supervision of the designated records custodian.

(B) If any derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee may provide a written response which will also be placed in the file.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 13
SAFETY

(A) When an employee believes that a condition exists at a State facility or worksite which is in violation of an established health or safety rule, **such the** condition shall be reported immediately **by the employee** in writing to the appropriate supervisor, detailing the specific violation and rule, if known and/or appropriate.

(B) The supervisor shall investigate the report and make a reasonable effort to take action deemed appropriate.

(C) Complaints which arise under this Article shall be grievable up to Step 3 of the grievance procedure **of this Agreement**.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 14
REPLACEMENT OF PERSONAL PROPERTY

(A) An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription glasses, or **such** other items of personal property as have been given prior approval by the agency and the Secretary of the Department of Management Services or **his** designee, as being required by the employee to adequately perform the duties of the position, will be reimbursed as provided herein.

(B) A written report must be filed by the employee detailing the circumstances under which **such** **his** property was damaged or destroyed. A receipt or other estimate of replacement or repair cost must be attached to the employee's written report.

(C) The State shall authorize reimbursement for repair or replacement of **such** **the** property, not to exceed the following amounts, or as otherwise provided for by law:

Watch - \$75

Prescription glasses - \$200 (including any required examination)

Other Items - The Secretary of the Department of Management Services, or **his** designee, shall have final authority to determine the reimbursement value of **any** items other than watches or prescription glasses.

Total allowable per incident - \$500

Such **R**eimbursement shall be with the approval of the **A**gency **H**ead.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 15
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 16
HOURS OF WORK AND EMPLOYEE LEAVE

SECTION 1 - Hours of Work

Because an **Unit** employee's service is performance based, each employee is expected to work whatever hours may be required by the position and no overtime or compensatory leave may be earned or paid. With prior approval, **Unit** employees working more than their regularly scheduled hours within a particular work period may be allowed to offset those hours within the same work period.

SECTION 2 – Holidays

(A) Employees are entitled to the holidays identified in Section 110.117, Florida Statutes; provided, that to be eligible to receive holiday pay, an employee must be in pay status (actual work or paid leave) for at least a portion of the workday before the holiday. If an **Unit** employee is unable to observe a holiday, the employee may take an alternate day off during the work period in which the holiday occurs; provided, that if the employee is unable to observe the holiday, the employee is not eligible for special compensatory leave

(B) For part-time employees, agencies shall credit a prorated number of holiday hours proportional to the number of holiday hours allowed to a full-time employee.

SECTION 3 - Personal Holiday

Each employee is entitled to a personal holiday as governed by the provisions of Section 110.117, Florida Statutes. Each full time Unit employee is entitled to one personal holiday each year. Each part time Unit employee is entitled to a personal holiday each year which shall be calculated proportionately to the personal holiday allowed to a full time employee. Such personal holiday shall be credited to eligible employees on July 1 of each year to be taken prior to June 30 of the following year.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

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SECTION 4 - Employee Leave

The general requirements for leave earning, approval and use are governed by the provisions of Rule 60L-34, Florida Administrative Code and Section 110.219, Florida Statutes.

(A) ~~Annual Leave~~

~~(1) Upon appointment and on each anniversary of the date of appointment to the Selected Exempt Service (hereinafter anniversary date), each Unit employee shall be credited with 176 hours of annual leave.~~

~~(2) Upon reasonable notice, an agency may require a Unit employee to use accrued annual leave.~~

~~(3)(a) If a Unit employee moves into the State Personnel System from another state government employer, the receiving agency shall credit all annual leave not paid for at the time of the transfer.~~

~~(b) If a Unit employee moves from one position in the State Personnel System to another position in the State Personnel System in a different agency within thirty one days, the receiving agency shall credit the employee's unused annual leave.~~

~~(c) If a Unit employee moves from a position in the State Personnel System to a position outside the State Personnel System, the agency shall either transfer unused annual leave credits to the system into which the employee is transferring, or, if the new system will not accept the credits, pay for the credits subject to paragraph (5) of this section. For either transfer or payment, current year credits shall be prorated.~~

~~(4) Annual leave credits in excess of 480 hours at the close of business on the day prior to the Unit employee's anniversary date shall be converted to sick leave on an hour per hour basis.~~

~~(5) A Unit employee who separates from state government shall be paid for unused annual leave up to a maximum of 480 hours, with the current year's accrual prorated. For purposes of this section "separates from state government" shall mean that the person is not on any State~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

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For the SEAG

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~~payroll for at least thirty one (31) calendar days following separation from the Selected Exempt Service. In case of death of a Unit employee, the 480 hour limit shall not apply and all unused annual leave at the time of death shall be paid to the Unit employee's beneficiary, estate, or as provided by law.~~

~~(B) — Sick Leave~~

~~(1) — Upon appointment and on each anniversary of the date of appointment to the Selected Exempt Service each Unit employee shall be credited with 104 hours of sick leave. There shall be no limit on the number of hours of unused sick leave a Unit employee may accrue.~~

~~(2) — Use of sick leave shall be authorized for the purposes stated in Chapter 60L 34, Florida Administrative Code.~~

~~(3) — Use of sick leave credits shall be subject to the following:~~

~~(a) — A Unit employee may use sick leave only for authorized purposes. Unauthorized use may be revealed by a pattern of absence by an employee, for example, consistent absence on the day before or after the employee's regular days off, or absence on the same day of each week or each month.~~

~~(b) — After three workdays or partial workdays of absence in any thirty day period, the agency may require medical verification of any further absence(s) due to illness or injury.~~

~~(c) — After ten consecutive days of absence, the agency shall require the employee to submit medical verification from the attending physician before authorizing additional use of sick leave credits or leave without pay. If absence continues, the agency shall require, as appropriate, further medical verification for each thirty consecutive days of absence. To justify further sick leave, the medical verification must indicate that the employee is unable to perform regularly assigned duties.~~

~~(d) — If an employee's medical verification is not acceptable, the agency may require the employee to submit to a medical examination, at the agency's expense, before approving further use of sick leave.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

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~~(e) — An employee who refuses to comply with these rules shall not be eligible to use accrued sick leave credits, and the agency shall take the appropriate action regarding continued employment, based on the available information.~~

~~(4) — Sick leave credits shall be transferred within the State Personnel System, and may be transferred to another state government employer, depending upon whether the receiving plan accepts the employee's leave credits. If the receiving employer does not accept the credits, the employee shall be paid for the credits if eligible under Section 110.122(1), Florida Statutes; otherwise, the credits shall expire and be of no further value.~~

~~(5) — Eligibility for payment for unused sick leave credits upon separation from employment with state government shall be governed by the provisions of section 110.122, Florida Statutes. For purposes of this section "separates from state government" shall mean that the person is not on any State payroll for at least thirty one (31) calendar days following separation from the Selected Exempt Service.~~

~~(C) — **Administrative leave or disability leave**~~

~~Unit employees may be eligible for administrative leave or disability leave in accordance with the provisions of Rule Chapter 60L 34, Florida Administrative Code.~~

~~(D) — **Family Supportive Work Policies**~~

~~(1) — In accordance with State Personnel System Rule 60L 34, F.A.C., agencies shall approve parental or family medical leave in accordance with agency policy to assist Unit employees in meeting family needs, subject to the following:~~

~~(a) — Within one year following birth or adoption of a child, leave shall be granted for up to six months for the parent.~~

~~(b) — Leave shall be granted for up to six months for a family member's serious health condition, as defined in the FMLA and implementing regulations.~~

~~(c) — The agency shall acknowledge to the employee in writing the period of leave to be granted and the date the employee will return to duty.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

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For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

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~~(2) — In accordance with State Personnel System Rule 60L 34, F.A.C., agencies shall approve up to thirty days family leave for non-medical family responsibilities, provided that the leave has minimal impact on the Unit employee's work unit. Family responsibilities in this area may include, but are not limited to, the following:~~

~~(a) — Caring for aging parents;~~

~~(b) — Involvement in settling parents' estate upon their death;~~

~~(c) — Relocating dependent children into schools;~~

~~(d) — Visiting family members in places that require extensive travel time.~~

~~(3) — A Unit employee granted leave under subsection (1) or (2) may request to use accrued leave credits. If the employee does not so request, the agency shall place the employee on leave without pay.~~

~~(E) — **Military Leaves of Absence**~~

~~Leaves of absence for military service shall be governed in accordance with the applicable provisions of chapter 115 and 250, Florida Statutes.~~

~~**SECTION 5 — Leaves of Absence without Pay**~~

~~(A) — A Unit employee may, upon request, be granted leave without pay to cover any absence from work, for a period not to exceed twelve months, provided the agency deems such leave to be justified and not detrimental to the operations of the agency. An agency may approve the use of intermittent leave credits to maintain state benefits. In exceptional cases, leave without pay may be extended if approved by the agency. An employee on leave without pay shall not earn leave credits, unless authorized by law.~~

~~(B) — Employees may request a sabbatical leave without pay for the purpose of completing additional training or residencies. While on such leave without pay, employees may purchase those benefits consistent with applicable law at their own expense.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

SECTION 56 - Union Activities

Unit E Employees shall have the right to request leave for the purpose of attending Union conventions, conferences and meetings.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 17
TRAINING AND EDUCATION

SECTION 1 – Professional Education

(A) The State will make a good faith effort to allow employees a reasonable amount of time, with pay, as the work schedule will permit, for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position, as provided below:

(1) Such time may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his department head, and such time does not interfere with services. Such application should be submitted by the employee at least thirty (30) days prior to the date of the seminar or fourteen (14) days prior to the posting of the employee's work schedule, whichever comes sooner. If the request is approved, the employee will be notified in writing of the dates approved, and the time will be shown on the work schedule for the employee's unit. Where management has approved a request and the employee scheduled is unable to attend, another employee in the unit may be allowed by management to substitute for the employee who was originally scheduled. Time limits established herein may be waived by management. Such Requests shall not be unreasonably denied. If education or training is required for employees to remain in their position the employees attendance at required training or education courses shall be considered hours of work. When approved by the Agency employees shall be reimbursed for the cost of required training and or education for the maintenance of required licensures or certifications as required by law.

(2) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(3) Subsections (1) and (2) above do not preclude the State from assigning employees to attend training courses as determined by management.

(4) The State shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 18
WAGES

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year ~~2011-2012~~ 2012-2013 General Appropriations Act as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands.

(B) Increases to base rate of pay shall be in accordance with state law and the Fiscal Year ~~2011-2012~~ 2012-2013 General Appropriations Act.

SECTION 2 – Savings Sharing Program

Individual An employees or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

SECTION 3 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary performance as evidenced by a performance evaluation conducted pursuant to Chapter Rule 60L-35, Florida Administrative Code.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

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Article 19
INSURANCE and RETIREMENT BENEFITS

SECTION 1 – State Employees Group Insurance Program

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation.

SECTION 2 – Retirement

Consistent with § 121.011(3)(d), Florida Statutes, and *Florida Sheriff's Association v. Dept. of Admin.*, 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits, rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

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John J. Seddon
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State Employees Attorneys Guild

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Article 20
PER DIEM AND TRAVEL EXPENSES

SECTION 1 – Allowable Expenses

Per diem and travel expenses shall be paid for authorized travel on State business in the manner and amounts as provided in Section 112.061, Florida Statutes. ~~All bargaining unit employees shall be allowed either of the following for each day of travel, at the option of the employee, for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, as authorized by the agency which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveling employee:~~

(A) Eighty dollars per diem; or

(B) If actual expenses exceed \$80 the following amounts for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

Breakfast.....	\$6
Lunch.....	\$11
Dinner.....	\$19

SECTION 2 – Exceptions

(A) When lodging or meals are provided at a state institution, the ~~bargaining unit~~ employee shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided by Florida Statutes, Section 112.061.

(B) No ~~bargaining unit~~ employee, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the State.

(C) ~~A bargaining unit~~ No employee shall ~~not~~ be reimbursed on a per diem basis, nor shall he receive subsistence allowance, when traveling on short trips where the employee is not away from his headquarters overnight.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 21
EMPLOYMENT OUTSIDE OF STATE GOVERNMENT

An employee who wishes to perform other employment outside of state government shall secure approval in advance, ~~and the outside employment will be considered in accordance with applicable statute, rule and agency policy.~~ Permission shall not be unreasonably withheld as long as such outside employment does not conflict with the employee's state employment nor with the employing agency's procedures limiting such outside employment.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 22
VACANT

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 23
MANAGEMENT RIGHTS

The Union agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. Unit employees shall serve at the pleasure of the agency head and shall be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the agency head.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 24
ENTIRE AGREEMENT

(A) This Agreement, ~~upon ratification,~~ supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) If the Union believes an agency has changed a practice relative to wages, hours, or terms and conditions of employment, in violation of Chapter 447, Florida Statutes, this will be immediately brought to the agency's attention in writing.

~~(D) The State and the Union agree that any four (4) articles within this agreement that either party desires to reopen shall be subject to negotiations for Fiscal Year 2010-2011 and Fiscal Year 2011-2012.~~

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 25
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3) and Chapter 110, Part V, Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portion of this Agreement shall remain in full force and effect for the term of this Agreement.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Article 26 DURATION

SECTION 1 – Term

This Agreement shall ~~be effective as of the first day of July, 2009, and shall~~ remain in full force and effect through the thirtieth day of June, ~~2013~~ 2012. ~~This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least 135 days prior to the Governor's budget submission date that it desires to change or modify this Agreement.~~ This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

In the event that the State and the Union fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may ~~mutually~~ agree in writing to extend this Agreement for any period of time.

In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth above.

SECTION 2 – Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the State Employees Attorneys Guild, affiliated with the Federation of Physicians and Dentists/AHPE, NUHHCE, AFSCME, AFL-CIO, 1310 Cross Creek Circle, Tallahassee, Florida 32301; and if by the Union shall be addressed to the ~~Chief Negotiator,~~ Department of Management Services, ~~Office of the General Counsel,~~ 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

Agreement, as provided above would apply only to those ~~bargaining Unit~~ employees permanently or temporarily assigned to such areas.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the SEAG

John J. Seddon
Executive Director
State Employees Attorneys Guild

Date

*SEAG Proposed Successor Agreement -
SES Attorneys Unit
Union Proposal
October 31, 2011*

**FY 2012-2013 SEAG REOPENER
PROPOSALS:**

AGREEMENT

THE STATE OF FLORIDA

And

**STATE EMPLOYEES ATTORNEYS
GUILD**

**(affiliated with the Federation of Physicians and Dentists,
NUHHCE, AFSCME, AFL-CIO)**

Selected Exempt Service Attorneys Unit

July 1, 2012 through June 30, 2015

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PREAMBLE

WHEREAS, Chapter 110, Part V, Florida Statutes, creates the Selected Exempt Service,; and

WHEREAS, the Legislative purpose in placing unit employees in the Selected Exempt Service is to develop a system of personnel management which ensures the delivery of high quality services, by facilitating the State's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs; and

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State is to promote harmonious and cooperative relationships between State government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State government; and

WHEREAS, it is the intent of the parties to set forth the entire Agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree to the language as contained in the following Articles.

AGREEMENT

This AGREEMENT is between the State of Florida, hereinafter referred to as the "State" or "Employer," and the State Employees Attorneys Guild, hereinafter referred to as the "Union" or "Unit."

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor union or labor organization. The right of employees, by and through a labor organization, to bargain collectively shall not be denied or abridged. Public employees shall not have the right to strike.

The collective bargaining rights of the State, Union and employee shall be as provided in Chapter 447, Part II, and Florida Statutes.

Article 1 RECOGNITION

(A) In accordance with Section 447.203(2), Florida Statutes, the State hereby recognizes the State Employees Attorneys Guild as the exclusive representative for all employees included in the Unit.

(B) The Unit for which this recognition is accorded is as defined in Certification Number 1480 issued by the Florida Public Employees Relations Commission, hereinafter referred to as "PERC," issued on May 14, 2004.

(C) This Agreement includes all full-time and part-time Selected Exempt Service employees in the classifications and positions listed in Appendix A of this Agreement, except as specifically excluded in certain articles and sections of this Agreement.

**Article 2
GENDER REFERENCE**

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

**Article 3
DUES CHECKOFF**

SECTION 1 - Deductions

(A) The State, by and through its respective agencies, agrees to deduct Union membership dues, uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed to by the State and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the State, from the pay of those employees in the Unit who individually make such request on a written checkoff authorization form provided by the Union (Appendix B). Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the agency.

(B) The Union shall advise the State of any uniform assessment or increase in dues in writing at least thirty (30) days prior to its effective date.

(C) Employee organization dues deduction will be provided for the certified bargaining agent only.

SECTION 2- Remittance

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the respective agencies on either a biweekly or monthly cycle along with a list containing names, agency, division, district, institution, and amount deducted of the employees for whom the remittance is made.

SECTION 3 - Insufficient Pay for Deduction

In the event an employee's salary earnings within any pay period after deductions for withholding, Social Security, retirement, State health insurance, and other priority deductions are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

SECTION 4 - Termination of Deduction

Deductions for Union dues and/or uniform assessments shall continue until either: 1) revoked by the employee by providing the State and the Union with thirty (30) days written notice prior to the annual anniversary date of this Agreement, that he is terminating the prior checkoff authorization, 2) revoked pursuant to Section 447.507, Florida Statutes, 3) the termination of employment, or 4) the transfer, promotion, or demotion of the employee out of this bargaining Unit. If these deductions are not discontinued when any of the above situations occur, the Union shall, upon request of the employee, reimburse the employee for the deductions that were improperly withheld.

SECTION 5 - Indemnification

The Union shall indemnify, defend and hold the State of Florida, its officers, officials, agents and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the State, its officials, agents, and employees in complying with this Article. The Union shall promptly refund to the State any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the State or its agencies have agreed to deduct.

SECTION 6 - Exceptions

The State will not deduct any Union fines, penalties, or special assessments from the pay of any employee.

SECTION 7 - 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 as agreed to by the State and the Union; (2) be the only form used by bargaining Unit employees who wish to initiate dues deduction; and (3) shall contain all the information required by the Form prior to submission to the State.

(B) The State will not process Dues Checkoff Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or, (3) submitted to the State more than sixty (60) days following the date of the employee's signature.

Article 4 NO DISCRIMINATION

SECTION 1 - Non-Discrimination Policy - Age, Sex, Race, Color, Religious Creed, National Origin, Physical Handicap, Protected Union Activity

(A) The State and the Union shall not discriminate against any employee for any reason prohibited by law. Employees shall have the rights afforded by Article 1, Section 6, of the Florida Constitution and Chapter 447, Florida Statutes. Consistent with Chapter 447, Florida Statutes, public employees in the State of Florida have the right to self-organization, to form, join, or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

(B) The Union shall have the right to consult on issues of discrimination or sexual harassment with an agency head or his designee.

(C) Any claim of discrimination or sexual harassment by an employee against the State under this Section may be subject to review under the Grievance Procedure or the employee may seek resolution through other such alternative procedures as prescribed by law, but not both.

SECTION 2 - Non-Discrimination - Union Activities

(A) Neither the State nor the Union shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and the Union shall not discriminate against any such employee because of membership or non membership in any employee organization. However, the Union is not obligated to represent

a non-member with respect to grievances and/or any arbitration or administrative proceeding.

(B) Claims of Union discrimination against the State, its officers or representatives, shall be remedied through the Public Employees Relations Commission but not the grievance procedure of this contract.

Article 5 EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 1— Selected Exempt Service Rule Interpretations

In the event that the Department of Management Services Issues a written interpretation of the rules applicable to the Selected Exempt Service, a copy will be provided to the union.

SECTION 2 - Consultation Meetings

(A) Upon request by the Union, representatives of the Department of Management Services shall meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the State and the Union. The purpose of such consultation meetings shall be to discuss matters relating to the administration of this Agreement.

(B) Upon request by the Union, an agency head employing Unit employees or his designee shall meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the agency head, or his designee and the Union. The purpose of such consultation meetings shall be to discuss matters relating to the administration of this Agreement as it relates to those areas within the exclusive jurisdiction of the agency consulted.

(C) No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

(D) Any decision(s) reached through consultation meetings shall be reduced to writing by the agency and a copy shall be furnished to the Department of Management Services and the Union.

SECTION 3- Bulletin Boards

(A) Where requested in writing, and where justified by the number of Unit employees affected, the State agrees to furnish at State institutions where bargaining Unit employees are employed, wall space not to exceed 20" X 30" for Union purchased bulletin boards. Space will be provided in those areas as mutually agreed by the agency and Union. When agreement cannot be reached, the agency will select an area.

(B) Union bulletin boards may be used to communicate with and inform Unit employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of Union members. Notices posted on these bulletin boards shall not contain anything reflecting adversely on the State, or any of its officers or employees; nor shall any posted material violate or have the effect of violating any law, rule, or regulation.

(C) Notices posted must be dated and bear the signature of the Union's authorized representative.

(D) A violation of these provisions shall be a basis for removal of bulletin board privileges by the Chief Labor Negotiator of the Department of Management Services.

(E) the State shall provide the work e-mail addresses of each bargaining unit employee, which shall be governed by the same rules as agreed upon for bulletin board use.

SECTION 4 - Employee Lists

Upon request of the Union the State will, on a quarterly basis, provide the Union with a list giving the name, home address on file (unless where home addresses are confidential under applicable law), classification title, and gross salary and location of employment for each employee in the Unit. Where home addresses are confidential, the State will provide an alternative address. This list will be prepared on the basis of the latest information on file at the time the list is prepared and will be furnished to the Union after receipt by the State of the payment of the actual costs to the State incurred in the preparation of such list.

SECTION 5 - Negotiations

(A) All collective bargaining is to be conducted with the Department of Management Services, Office of the General Counsel. While negotiation meetings shall normally be held in Tallahassee, the State and the Union may mutually agree to meet elsewhere at a State facility or other location which involves no rental cost to the State. There shall be no negotiation between the Union and the State at any other level of State government.

(B) The Union may designate certain employees within the Unit to serve on its negotiation committee, and such employees will be granted administrative leave time off with pay to attend formally scheduled negotiation sessions with the State when such attendance does not interfere with the performance of the employee's duties or the agency's mission. The Union negotiation committee shall be limited to five (5) unit employees. No more than one (1) employee shall be selected from the same work unit at any one time. The State shall not reimburse employees for travel, meals, lodging in connection with negotiations unless the State specifically requests a unit member be in attendance to elaborate on a particular issue.

SECTION 6 - Employee Assistance Programs

The State and the Union encourage and support the maintenance of an Employee Assistance Programs, and the utilization of such programs by employees.

SECTION 7 - Charitable Solicitations

Employee participation in charitable drives is voluntary.

Section 8 - Creditors

The State shall not assist outside creditors with the collection of debt unless duly authorized by law.

SECTION 9 - Representative Access

(A) The State agrees that designated Union Representatives shall have access to State controlled premises that are open to the public where Unit employees are employed.

(B) If any area of the State's premises is otherwise restricted to the public, permission must be requested to enter such area and such permission shall not be unreasonably denied. Such access shall be during the regular working hours of the Unit employee and only for the purpose of investigating an employee's grievance.

Article 6 GRIEVANCE PROCEDURE

It is the policy of the State and Union to encourage informal discussions between supervisors and employees regarding employee concerns. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to a formal grievance procedure.

SECTION 1 - Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement.

(B) "Employee" shall mean an individual employee or a group of employees having the same grievance. In the case of a group of employees, one employee shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" shall mean calendar days, excluding any day observed by the State as a holiday for State employees.

(D) "Grievance Representative" shall mean an employee covered by this Agreement who has been designated by the Union to investigate grievances at the Informal Step and to represent grievants at the Informal Step and Step 1 meetings on grievances which have been properly filed under this Article when the Union has been selected as the employee's representative.

(E) "Required Participant" means any employee whose presence at a grievance meeting has been determined necessary by the agency.

(F) "Union Representative" means a non-State employee officially designated by the Union.

SECTION 2 - Election of Remedy

An employee shall have the option of utilizing the unfair labor practice procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

SECTION 3 - Grievance Representation

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether or not he shall be represented by the Union. When an employee has elected Union representation, both the employee and the Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union representative, unless it would entail the disclosure of confidential information or violate the attorney-client privilege, (in the event of a potential disclosure of confidential information or an attorney-client privileged, SEAG will be provided

an opportunity to provide a representative that already has access to the confidential information or who will preserve the privilege by the nature of their attorney-client relationship) and any decision mutually agreed to by the State and the Union shall be binding on the employee.

(B) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this Collective Bargaining Agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance unless it would result in the disclosure of confidential information or violate the attorney-client privilege. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

(C) The Executive Director of the Union shall furnish to the State a list of Union Representatives and Grievance Representatives. The State will not recognize any person as a Union Representative or Grievance Representative whose name does not appear on the list.

(D) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

SECTION 4 – Procedures

(A) 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.

(B) The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the Union or the State in other cases.

(C) Grievances shall be presented and adjusted in the following manner.

(1) Informal Discussion

(a) An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.

(b) If the grievance is not resolved by such informal discussion, the employee may, within fourteen (14) days after the date of that discussion, submit a formal written grievance at Step 1 of this procedure.

(2) Step 1

(a) In filing a grievance at Step 1, the employee shall submit to the Step 1 management representative a grievance form setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or his designee shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within fourteen (14) days following the date of the meeting.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the agency head or his designee within fourteen (14) days after receipt of the decision at Step 1.

(b) The agency head or his designee may have a meeting with the Union Representative to discuss the grievance. The agency head or his designee shall communicate a decision in writing to the employee and to the Union Representative within twenty-one (21) days following receipt of the written grievance.

(4) Step 3

(a) If the grievance is not resolved at Step 2, the employee may submit the grievance in writing to the Office of the General Counsel of the Department of Management Services or its designee within fourteen (14) days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance.

(b) The Department of Management Services may have a meeting with the Union Representative to discuss the grievance with the approval and attendance of the Step 2 Agency representative. The Department of Management Services shall communicate a decision in writing to the employee and the Union Representative within twenty-one (21) days following receipt of the written grievance.

(5) Step 4 - Arbitration

(a) If the grievance is not resolved at Step 3, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form (to be supplied by the State) within fourteen (14) days after receipt of the decision at Step 3. Prior to arbitration the parties may agree to attempt to resolve the dispute through mediation.

(b) The arbitrator shall be one person from a panel of three (3) permanent arbitrators, mutually selected by the State and the Union to serve in rotation for any case or cases submitted.

(c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities. If mutual agreement cannot be reached the arbitration hearing shall be held in the city of Tallahassee.

(d) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, such decision shall be final and binding on the State, the Union, the grievant(s), and the employees in the bargaining Unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

3. The arbitrator shall have no authority to determine any issues other than those issues raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.

5. The arbitrator shall be without power or authority to make any decision:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

b. Limiting or interfering in any way with the powers, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement.

c. Which has the effect of restricting the discretion of an agency head as otherwise granted by law or the Selected Exempt Service Rules; or

D. That is based solely upon an agency past practice or policy unless such agency practice or policy is contrary to law, the Selected Exempt Service Rules, or this Agreement.

(e) The reasonable fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(f) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

SECTION 5 - Time Limits

(A) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee or the Union, where appropriate, to proceed to the next step.

(C) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing, in any specific instance, by mutual agreement.

(D) Claims of either an untimely filing or untimely appeal shall be made at the step in question, or will be considered waived.

SECTION 6 - Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union or an employee to process a grievance (1) in behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or court proceeding, brought by an individual employee or group of employees, or by the Union.

(B) All grievances will be presented at the initial step with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Agency Step 1 management representative, the grievance shall be initiated at Step 2 by submitting a grievance form as set forth in Step 1 within seven (7) days following the occurrence giving rise to the grievance.

(2) The Union shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name concerning disputes relating to the interpretation or application of this Agreement. 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 3 of this procedure, in accordance with the provisions set forth therein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.

Article 7 EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

Section 1 - Standards of Conduct and Performance

(A) The Selected Exempt Service is designed to provide the delivery of high quality performance in selected classifications by facilitating the State's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs. Moreover, the State recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(B) Each unit member shall be provided a copy of his or her current job description.

(C) Each Unit employee shall serve at the pleasure of the agency head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the sole discretion and upon prior review and consideration of the agency head or his designee. ~~No such action shall be grievable under the grievance article of this Agreement.~~ Upon written request of the Union Agencies will in accordance with chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.

Section 2 - Employee Certifications

Employees shall ensure that all licensures or certifications required by their profession shall remain in good standing. The reimbursement of required Florida Bar dues, licensures and or certifications will be in accordance with the General Appropriations Act.

Section 3 - Confidentiality Requirements

Employees shall comply with all confidentiality requirements imposed by agency policy, federal or state law, federal regulation or administrative rule, including those rules or codes of conduct governing attorney conduct as promulgated by the Supreme Court of the State of Florida, or the Florida Bar or any other professional certification or regulatory body that governs the ability of any unit member to practice his or her particular profession.

Section 4 - Employee Representation Right

An employee may request a union representative be present to advise and/or assist the employee during any investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. Upon the request of the employee, the purpose of the investigation will be explained.

Section 5 – State Denial of Representation

The employer may refuse a request for a union representative during an investigatory interview not intended to lead to discipline of the interviewed employee. If the interview transitions to questions, which may lead to the discipline of the interviewed employee, he or she may have union representation for the interview to continue.

Article 8 WORKFORCE REDUCTION

SECTION 1 - Workforce Reduction

(A) A workforce reduction is the deletion of positions. Agencies may delete both vacant and filled positions. Agencies may delete positions for a variety of reasons, including budget cuts, program reductions resulting from outsourcing or privatization efforts, or program phase-outs. Unit employees shall be subject to termination, including but not limited to a workforce reduction, at the discretion of the agency head.

(B) The Agency Head shall furnish the Union Representative with a copy of any notice separating an employee in this Unit as a result of a workforce reduction.

(C) The decision of an Agency Head regarding a workforce reduction shall be final and shall not be subject to the grievance procedure of this Agreement.

Article 9 EMPLOYMENT OPPORTUNITIES

Unit employees are subject to appointments at the discretion of the agency head. However, employees shall have the opportunity to request to be considered for an appointment to a different vacant position in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

"Employment Opportunities" shall mean the appointment of an employee from one position in the bargaining unit to a different position in the bargaining unit and shall be treated as any original appointment.

SECTION 2 - Employment Opportunities

(A) An employee in the Selected Exempt Service System may apply for an appointment to a vacant bargaining unit position on a form supplied by the agency). Such Requests shall indicate the positions and/or other work location(s) to which the employee would like to be appointed.

(B) An employee may submit a form at any time.

(C) All forms shall be submitted 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 applied. The employee shall provide a copy of the form to the Union at the time it is filed with the agency.

(D) When an employee has been appointed pursuant to a form filed under this Article, all other pending requests shall be canceled. No other form may be filed under this Article for a period of twelve (12) months following the employee's appointment. If an employee declines an appointment pursuant to a form filed under this Article, the employee's request shall be canceled and the employee will not be eligible to submit a Request for a period of twelve (12) months.

Article 10 CLASSIFICATION and PAY PLAN

(A) The Department of Management Services shall continue to maintain a classification and pay plan applicable to all positions in this Unit, designed to attract and retain qualified personnel.

(B) The employing agency shall continue to maintain a position description for each position on a current basis. Each employee and the Union shall be provided a copy of any bargaining unit employee's job description.

(C) The Department shall assign each position to its appropriate broadband Level according to the position description.

(D) The classification and pay plan includes:

- (1) All approved pay bands;
- (2) The allocation of each position to a pay broadband level, and;
- (3) Provisions governing the administration of the plan.

(E) Upon making an original or any subsequent appointment to a Selected Exempt Service position in this Unit, the employing agency shall set the salary at an amount within the assigned pay range. Based on the employee's initial or subsequent appraisal, the Agency Head may give an employee an increase in salary provided the total salary is within the assigned pay band, funds are available for such increase, and such increase is not specifically prohibited by act of the Legislature. An employee may be paid less than the minimum of the assigned pay band only due to exigent circumstances.

(F) Any salary adjustment shall be consistent with state law. The Union shall be notified, in writing, of any salary increases.

Article 11 CLASSIFICATION REVIEW AND PROFESSIONAL PRACTICE SCOPE

SECTION 1 - Classification Review

(A) When an employee alleges that he is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official class specification to which the position is allocated, the employee may request in writing that the agency head review the duties assigned to the employee's position. The agency head or his designee shall review the duties as requested. The employee will receive a copy of the written decision within sixty (60) days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be

reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

(B) If the agency head's decision is that the employee is properly classified and the employee is not satisfied with that decision, the employee, with or without representation, may request review by the Secretary of the Department of Management Services or his designee. The employee must request review by the Secretary of the Department of Management Services or his designee within fourteen (14) days of receipt of the agency decision that he is properly classified. The Secretary of the Department of Management Services or his designee shall conduct an independent review of the duties as requested and shall submit a decision in writing to both the agency and the employee. The decision of the Secretary of the Department of Management Services or his designee shall be final and binding on all parties. Accordingly, the process set for in this Article shall be the sole method to resolve any disagreement concerning employee position classification and issues involving employee position classification shall not be subject to the grievance procedure of this Agreement

SECTION 2 - Scope of Professional Practice

(A) The parties will comply with all statutory and rule provisions relating to the practice of law including, Chapter 454, FS and the Rules Regulating the Florida Bar promulgated by the Supreme Court of Florida. **A state-wide case load management committee will be created to ensure that each agency has the available number of attorneys to economically and adequately represent the State and the taxpayer in order to maintain a a sufficient of standards of legal representation.**

Article 12 PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee which shall be maintained by the Department of Management Services or its designee which may be a contractor. A duplicate personnel file may be established and maintained on an employee within an agency. An employee will have the right to review his own official personnel file, and any duplicate personnel file, at reasonable times under the supervision of the designated records custodian.

(B) If any derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee may provide a written response which will also be placed in the file.

Article 13 SAFETY

(A) When an employee believes that a condition exists at a State facility or worksite which is in violation of an established health or safety rule, such condition shall be reported immediately in writing to the appropriate supervisor, detailing the specific violation and rule, if known and/or appropriate.

(B) The supervisor shall investigate the report and make a reasonable effort to take action deemed appropriate.

(C) Complaints which arise under this Article shall be grievable up to Step 3 of the grievance procedure.

Article 14
REPLACEMENT OF PERSONAL PROPERTY

(A) An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription glasses, or such other items of personal property as have been given prior approval by the agency and the Secretary of the Department of Management Services or his designee as being required by the employee to adequately perform the duties of the position, will be reimbursed as provided herein.

(B) A written report must be filed by the employee detailing the circumstances under which such property was damaged or destroyed. A receipt or other estimate of replacement or repair cost must be attached to the employee's written report.

(C) The State shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts, or as otherwise provided for by law:

Watch - \$75

Prescription glasses - \$200 (including any required examination)

Other Items - The Secretary of the Department of Management Services, or his designee, shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

Total allowable per incident - \$500

Such reimbursement shall be with the approval of the agency head.

Article 15
VACANT

Article 16
HOURS OF WORK AND EMPLOYEE LEAVE

SECTION 1 - Hours of Work

Because a Unit employee's service is performance based, each employee is expected to work whatever hours may be required by the position and no overtime or compensatory leave may be earned or paid. With prior approval, Unit employees working more than their regularly scheduled hours within a particular work period may be allowed to offset those hours within the same work period.

SECTION 2 - Holidays

(A) Employees are entitled to the holidays identified in Section 110.117, Florida Statutes; provided, that to be eligible to receive holiday pay, an employee must be in pay status (actual work or paid leave) for at least a portion of the workday before the holiday. If

a Unit employee is unable to observe a holiday, the employee may take an alternate day off during the work period in which the holiday occurs; provided, that if the employee is unable to observe the holiday, the employee is not eligible for special compensatory leave

(B) For part-time employees, agencies shall credit a prorated number of holiday hours proportional to the number of holiday hours allowed to a full-time employee.

SECTION 3 - Personal Holiday

Each full-time Unit employee is entitled to one personal holiday each year. Each part-time Unit employee is entitled to a personal holiday each year which shall be calculated proportionately to the personal holiday allowed to a full-time employee. Such personal holiday shall be credited to eligible employees on July 1 of each year to be taken prior to June 30 of the following year.

SECTION 4 - Employee Leave

(A) Annual Leave

(1) Upon appointment and on each anniversary of the date of appointment to the Selected Exempt Service (hereinafter anniversary date), each Unit employee shall be credited with 176 hours of annual leave.

(2) Upon reasonable notice, an agency may require a Unit employee to use accrued annual leave.

(3)(a) If a Unit employee moves into the State Personnel System from another state government employer, the receiving agency shall credit all annual leave not paid for at the time of the transfer.

(b) If a Unit employee moves from one position in the State Personnel System to another position in the State Personnel System in a different agency within thirty-one days, the receiving agency shall credit the employee's unused annual leave.

(c) If a Unit employee moves from a position in the State Personnel System to a position outside the State Personnel System, the agency shall either transfer unused annual leave credits to the system into which the employee is transferring; or, if the new system will not accept the credits, pay for the credits subject to paragraph (5) of this section. For either transfer or payment, current year credits shall be prorated.

(4) Annual leave credits in excess of 480 hours at the close of business on the day prior to the Unit employee's anniversary date shall be converted to sick leave on an hour per hour basis.

(5) A Unit employee who separates from state government shall be paid for unused annual leave up to a maximum of 480 hours, with the current year's accrual prorated. For purposes of this section "separates from state government" shall mean that the person is not on any State payroll for at least thirty-one (31) calendar days following separation from the Selected Exempt Service. In case of death of a Unit employee, the 480-hour limit shall not apply and all unused annual leave at the time of death shall be paid to the Unit employee's beneficiary, estate, or as provided by law.

(B) Sick Leave

(1) Upon appointment and on each anniversary of the date of appointment to the Selected Exempt Service each Unit employee shall be credited with 104 hours of sick leave. There shall be no limit on the number of hours of unused sick leave a Unit employee may accrue.

(2) Use of sick leave shall be authorized for the purposes stated in Chapter 60L-34, Florida Administrative Code.

(3) Use of sick leave credits shall be subject to the following:

(a) A Unit employee may use sick leave only for authorized purposes. Unauthorized use may be revealed by a pattern of absence by an employee, for example, consistent absence on the day before or after the employee's regular days off, or absence on the same day of each week or each month.

(b) After three workdays or partial workdays of absence in any thirty-day period, the agency may require medical verification of any further absence(s) due to illness or injury.

(c) After ten consecutive days of absence, the agency shall require the employee to submit medical verification from the attending physician before authorizing additional use of sick leave credits or leave without pay. If absence continues, the agency shall require, as appropriate, further medical verification for each thirty consecutive days of absence. To justify further sick leave, the medical verification must indicate that the employee is unable to perform regularly assigned duties.

(d) If an employee's medical verification is not acceptable, the agency may require the employee to submit to a medical examination, at the agency's expense, before approving further use of sick leave.

(e) An employee who refuses to comply with these rules shall not be eligible to use accrued sick leave credits, and the agency shall take the appropriate action regarding continued employment, based on the available information.

(4) Sick leave credits shall be transferred within the State Personnel System, and may be transferred to another state government employer, depending upon whether the receiving plan accepts the employee's leave credits. If the receiving employer does not accept the credits, the employee shall be paid for the credits if eligible under Section 110.122(1), Florida Statutes; otherwise, the credits shall expire and be of no further value.

(5) Eligibility for payment for unused sick leave credits upon separation from employment with state government shall be governed by the provisions of section 110.122, Florida Statutes. For purposes of this section "separates from state government" shall mean that the person is not on any State payroll for at least thirty-one (31) calendar days following separation from the Selected Exempt Service.

(C) Administrative leave or disability leave

Unit employees may be eligible for administrative leave or disability leave in accordance with the provisions of Rule Chapter 60L-34, Florida Administrative Code.

(D) Family Supportive Work Policies

(1) In accordance with State Personnel System Rule 60L-34, F.A.C., agencies shall approve parental or family medical leave in accordance with agency policy to assist Unit employees in meeting family needs, subject to the following:

(a) Within one year following birth or adoption of a child, leave shall be granted for up to six months for the parent.

(b) Leave shall be granted for up to six months for a family member's serious health condition, as defined in the FMLA and implementing regulations.

(c) The agency shall acknowledge to the employee in writing the period of leave to be granted and the date the employee will return to duty.

(2) In accordance with State Personnel System Rule 60L-34, F.A.C., agencies shall approve up to thirty days family leave for non-medical family responsibilities, provided that the leave has minimal impact on the Unit employee's work unit. Family responsibilities in this area may include, but are not limited to, the following:

(a) Caring for aging parents;

(b) Involvement in settling parents' estate upon their death;

(c) Relocating dependent children into schools;

(d) Visiting family members in places that require extensive travel time.

(3) A Unit employee granted leave under subsection (1) or (2) may request to use accrued leave credits. If the employee does not so request, the agency shall place the employee on leave without pay.

(E) Military Leaves of Absence

Leaves of absence for military service shall be governed in accordance with the applicable provisions of chapter 115 and 250, Florida Statutes.

SECTION 5 - Leaves of Absence without Pay

(A) A Unit employee may, upon request, be granted leave without pay to cover any absence from work, for a period not to exceed twelve months, provided the agency deems such leave to be justified and not detrimental to the operations of the agency. An agency may approve the use of intermittent leave credits to maintain state benefits. In exceptional cases, leave without pay may be extended if approved by the agency. An employee on leave without pay shall not earn leave credits, unless authorized by law.

(B) Employees may request a sabbatical leave without pay for the purpose of completing additional training or residencies. While on such leave without pay, employees may purchase those benefits consistent with applicable law at their own expense.

SECTION 6 - Union Activities

Unit employees shall have the right to request leave for the purpose of attending Union conventions, conferences and meetings.

**Article 17
TRAINING AND EDUCATION**

SECTION 1 - Professional Education

(A) The State will ~~make a good faith effort to~~ allow employees, **a minimum of a reasonable amount of time ten (10) days** with pay, as the work schedule will permit, for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position, as provided below:

(1) Such time may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his department head, and such time does not interfere with services. Such application should be submitted by the employee at least thirty (30) days prior to the date of the seminar or fourteen (14) days prior to the posting of the employee's work schedule, whichever comes sooner. If the request is approved, the employee will be notified in writing of the dates approved, and the time will be shown on the work schedule for the employee's unit. Where management has approved a request and the employee scheduled is unable to attend, another employee in the unit may be allowed by management to substitute for the employee who was originally scheduled. Time limits established herein may be waived by management. Such request shall not be unreasonably denied. If education or training is required for employees to remain in their position the employees attendance at required training or education courses shall be considered hours of work. When approved by the Agency employees shall be reimbursed for the cost of required training and or education for the maintenance of required licensures or certifications as required by law.

(2) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(3) Subsections (1) and (2) above do not preclude the State from assigning employees to attend training courses as determined by management.

(4) The State shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law.

Article 18 WAGES

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year ~~2010-2011~~ **2012-2013** General Appropriations Act ~~as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands.,~~ **which shall include an across-the-board increase.**

(B) Increases to base rate of pay shall be in accordance with state law and the Fiscal Year ~~2010-2011~~ **2012-2013** General Appropriations Act.

SECTION 2 – Savings Sharing Program

Individual employees or group of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

SECTION 3 – Performance Pay

Each agency is authorized to grant merit pay increases to employees based upon exemplary performance as evidenced by a performance evaluation conducted pursuant to

Rule 60L-35, Florida Administrative Code. **Employee's attaining Certification in specialized fields of law associated with their job description shall receive a minimum of a \$5000 increase in wages.**

**Article 19
INSURANCE BENEFITS/RETIREMENT**

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with the General Appropriations Act for the applicable year and, if provided, the Summary Statement of Intent, as well as any statutory provision effecting the plan or its operation. **The State will cease the 3% employee contribution to the FRS and reimburse all employees who have made such contributions to the FRS.**

**Article 20
PER DIEM AND TRAVEL EXPENSES**

SECTION 1 – Allowable Expenses

Per diem and travel expenses shall be paid for authorized travel on State business in the manner and amounts as provided in Section 112.061, Florida Statutes. All bargaining unit employees shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveling employee:

(A) Eighty dollars per diem; or

(B) If actual expenses exceed \$80 the following amounts for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

Breakfast.....	\$6
Lunch.....	\$11
Dinner.....	\$19

SECTION 2 – Exceptions

(A) When lodging or meals are provided at a state institution, the bargaining unit employee shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided by Florida Statutes, Section 112.061.

(B) No bargaining unit employee, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the State.

(C) A bargaining unit employee shall not be reimbursed on a per diem basis nor shall he receive subsistence allowance when traveling on short trips where the employee is not away from his headquarters overnight.

**Article 21
EMPLOYMENT OUTSIDE OF STATE GOVERNMENT**

An employee who wishes to perform employment outside of state government shall secure approval in advance and the outside employment will be considered in accordance with applicable statute, rule and agency policy.

**Article 22
PREVAILING RIGHTS**

All pay and benefit provisions published in the Personnel Rules of the Selected Exempt Service which cover employees in the Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of the Agreement.

**Article 23
MANAGEMENT RIGHTS**

The Union agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies; set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. Unit employees shall serve at the pleasure of the agency head and shall be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the agency head.

**Article 24
ENTIRE AGREEMENT**

(A) This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) If the Union believes an agency has changed a practice relative to wages, hours, or terms and conditions of employment, in violation of Chapter 447, Florida Statutes, this will be immediately brought to the agency's attention in writing.

(D) The State and the Union agree that any four (4) articles within this agreement that either party desires to reopen shall be subject to negotiations for Fiscal Year **2013-2014** and Fiscal Year **2014-2015**.

**Article 25
SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3) and Chapter 110, Part V, Florida Statutes;

then such provision shall not be applicable, performed or enforced, but the remaining parts or portion of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 26 DURATION

SECTION 1 – Term

This Agreement shall be effective as of the first day of **July, 2012**, and shall remain in full force and effect through the thirtieth day of **June, 2015**. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least 135 days prior to the Governor's budget submission date that it desires to change or modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

In the event that the State and the Union fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth above.

SECTION 2 – Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the State Employees Attorneys Guild; affiliated with the Federation of Physicians and Dentists/AHPE, NUHCE, AFSCME, AFL-CIO, 1310 Cross Creek Circle, Tallahassee, Florida 32301; and if by the Union shall be addressed to the Department of Management Services, Office of the General Counsel, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement, as provided above would apply only to those bargaining Unit employees permanently or temporarily assigned to such areas.

Appendix A
SES ATTORNEYS UNIT CLASSES
(Collective Bargaining Unit Designation - 81)

Class Code	Class Title	Broadband Code	Broadband Occupation
7736	ATTORNEY	23-1011-03	LAWYERS
7738	SENIOR ATTORNEY	23-1011-04	LAWYERS

**Article 3
DUES CHECKOFF**

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SECTION 1 - Deductions

(A) The State, by and through its respective agencies, agrees to deduct Union membership dues, uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed to by the State and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the State, from the pay of those employees in the Unit who individually make such request on a written checkoff authorization form provided by the Union (Appendix B). Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the agency.

(B) The Union shall advise the State of any uniform assessment or increase in dues in writing at least thirty (30) days prior to its effective date.

(C) Employee organization dues deduction will be provided for the certified bargaining agent only.

SECTION 2- Remittance

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the respective agencies on either a biweekly or monthly cycle along with a list containing names, agency, division, district, institution, and amount deducted of the employees for whom the remittance is made.

SECTION 3 - Insufficient Pay for Deduction

In the event an employee's salary earnings within any pay period after deductions for withholding, Social Security, retirement, State health insurance, and other priority deductions are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

SECTION 4 - Termination of Deduction

Deductions for Union dues and/or uniform assessments shall continue until either: 1) revoked by the employee by providing the State and the Union with thirty (30) days written notice prior **to the annual anniversary date of this Agreement**, that he is terminating the prior checkoff authorization, 2) revoked pursuant to Section 447.507, Florida Statutes, 3) the termination of employment, or 4) the transfer, promotion, or demotion of the employee out of this bargaining Unit. If these deductions are not discontinued when any of the above situations occur, the Union shall, upon request of the employee, reimburse the employee for the deductions that were improperly withheld.

SECTION 5 - Indemnification

The Union shall indemnify, defend and hold the State of Florida, its officers, officials, agents and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the State, its officials, agents, and employees in complying with this Article. The Union shall promptly refund to the State any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the State or its agencies have agreed to deduct.

SECTION 6 - Exceptions

The State will not deduct any Union fines, penalties, or special assessments from the pay of any employee.

SECTION 7 - 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 as agreed to by the State and the Union; (2) be the only form used by bargaining Unit employees who wish to initiate dues deduction; and (3) shall contain all the information required by the Form prior to submission to the State.

(B) The State will not process Dues Checkoff Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or, (3) submitted to the State more than sixty (60) days following the date of the employee's signature.

Article 5
EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 1-- Selected Exempt Service Rule Interpretations

In the event that the Department of Management Services issues a written interpretation of the rules applicable to the Selected Exempt Service, a copy will be provided to the union.

SECTION 2 - Consultation Meetings

(A) Upon request by the Union, representatives of the Department of Management Services shall meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the State and the Union. The purpose of such consultation meetings shall be to discuss matters relating to the administration of this Agreement.

(B) Upon request by the Union, an agency head employing Unit employees or his designee shall meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the agency head, or his designee and the Union. The purpose of such consultation meetings shall be to discuss matters relating to the administration of this Agreement as it relates to those areas within the exclusive jurisdiction of the agency consulted.

(C) No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

(D) Any decision(s) reached through consultation meetings shall be reduced to writing by the agency and a copy shall be furnished to the Department of Management Services and the Union.

SECTION 3- Bulletin Boards

(A) Where requested in writing, and where justified by the number of Unit employees affected, the State agrees to furnish at State institutions where bargaining Unit employees are employed, wall space not to exceed 20" X 30" for Union purchased bulletin boards. Space will be provided in those areas as mutually agreed by the agency and Union. When agreement cannot be reached, the agency will select an area.

(B) Union bulletin boards may be used to communicate with and inform Unit employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of Union members. Notices posted on these bulletin boards shall not contain anything reflecting adversely on the State, or any of its officers or employees; nor shall any posted material violate or have the effect of violating any law, rule, or regulation.

(C) Notices posted must be dated and bear the signature of the Union's authorized representative.

(D) A violation of these provisions shall be a basis for removal of bulletin board privileges by the Chief Labor Negotiator of the Department of Management Services.

(E) the State shall provide the work e-mail addresses of each bargaining unit employee, which shall be governed by the same rules as agreed upon for bulletin board use.

SECTION 4 - Employee Lists

Upon request of the Union the State will, on a quarterly basis, provide the Union with a list giving the name, home address on file (unless where home addresses are confidential under applicable law), classification title, and gross salary and location of employment for each employee in the Unit. Where home addresses are confidential, the State will provide an alternative address. This list will be prepared on the basis of the latest information on file at the time the list is prepared and will be furnished to the Union after receipt by the State of the payment of the actual costs to the State incurred in the preparation of such list.

SECTION 5 - Negotiations

(A) All collective bargaining is to be conducted with the Department of Management Services, Office of the General Counsel. While negotiation meetings shall normally be held in Tallahassee, the State and the Union may mutually agree to meet elsewhere at a State facility or other location which involves no rental cost to the State. There shall be no negotiation between the Union and the State at any other level of State government.

(B) The Union may designate certain employees within the Unit to serve on its negotiation committee, and such employees will be granted administrative leave time off with pay to attend formally scheduled negotiation sessions with the State when such attendance does not interfere with the performance of the employee's duties or the agency's mission. The Union negotiation committee shall be limited to five (5) unit employees. No more than one (1) employee shall be selected from the same work unit at any one time. The State shall not reimburse employees for travel, meals, lodging in connection with negotiations unless the State specifically requests a unit member be in attendance to elaborate on a particular issue.

SECTION 6 - Employee Assistance Programs

The State and the Union encourage and support the maintenance of an Employee Assistance Programs, and the utilization of such programs by employees.

SECTION 7 - Charitable Solicitations

Employee participation in charitable drives is voluntary.

Section 8 - Creditors

The State shall not assist outside creditors with the collection of debt unless duly authorized by law.

SECTION 9 - Representative Access

(A) The State agrees that designated Union Representatives shall have access to State controlled premises that are open to the public where Unit employees are employed.

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(B) If any area of the State's premises is otherwise restricted to the public, permission must be requested to enter such area and such permission shall not be unreasonably denied. Such access shall be during the regular working hours of the Unit employee and only for the purpose of investigating an employee's grievance.

Article 7
EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

Section 1 - Standards of Conduct and Performance

(A) The Selected Exempt Service is designed to provide the delivery of high quality performance in selected classifications by facilitating the State's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs. Moreover, the State recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(B) Each unit member shall be provided a copy of his or her current job description.

(C) Each Unit employee shall serve at the pleasure of the agency head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the sole discretion and upon prior review and consideration of the agency head or his designee. ~~No such action shall be grievable under the grievance article of this Agreement.~~ Upon written request of the Union Agencies will in accordance with chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.

Section 2 - Employee Certifications

Employees shall ensure that all licensures or certifications required by their profession shall remain in good standing. The reimbursement of required Florida Bar dues, licensures and or certifications will be in accordance with the General Appropriations Act.

Section 3 - Confidentiality Requirements

Employees shall comply with all confidentiality requirements imposed by agency policy, federal or state law, federal regulation or administrative rule, including those rules or codes of conduct governing attorney conduct as promulgated by the Supreme Court of the State of Florida, or the Florida Bar or any other professional certification or regulatory body that governs the ability of any unit member to practice his or her particular profession.

Section 4 - Employee Representation Right

An employee may request a union representative be present to advise and/or assist the employee during any investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. Upon the request of the employee, the purpose of the investigation will be explained.

Section 5 - State Denial of Representation

The employer may refuse a request for a union representative during an investigatory interview not intended to lead to discipline of the interviewed employee. If the interview transitions to questions, which may lead to the discipline of the interviewed employee, he or she may have union representation for the interview to continue.

Article 11

CLASSIFICATION REVIEW AND PROFESSIONAL PRACTICE SCOPE

SECTION 1 - Classification Review

(A) When an employee alleges that he is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official class specification to which the position is allocated, the employee may request in writing that the agency head review the duties assigned to the employee's position. The agency head or his designee shall review the duties as requested. The employee will receive a copy of the written decision within sixty (60) days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

(B) If the agency head's decision is that the employee is properly classified and the employee is not satisfied with that decision, the employee, with or without representation, may request review by the Secretary of the Department of Management Services or his designee. The employee must request review by the Secretary of the Department of Management Services or his designee within fourteen (14) days of receipt of the agency decision that he is properly classified. The Secretary of the Department of Management Services or his designee shall conduct an independent review of the duties as requested and shall submit a decision in writing to both the agency and the employee. The decision of the Secretary of the Department of Management Services or his designee shall be final and binding on all parties. Accordingly, the process set for in this Article shall be the sole method to resolve any disagreement concerning employee position classification and issues involving employee position classification shall not be subject to the grievance procedure of this Agreement

SECTION 2 - Scope of Professional Practice

(A) The parties will comply with all statutory and rule provisions relating to the practice of law including, Chapter 454, FS and the Rules Regulating the Florida Bar promulgated by the Supreme Court of Florida. **A state-wide case load management committee will be created to ensure that each agency has the available number of attorneys to economically and adequately represent the State and the taxpayer in order to maintain a sufficient of standards of legal representation.**

Article 17
TRAINING AND EDUCATION

SECTION 1 - Professional Education

(A) The State will ~~make a good faith effort~~ to allow employees, **a minimum of a reasonable amount of time ten (10) days** with pay, as the work schedule will permit, for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position, as provided below:

(1) Such time may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his department head, and such time does not interfere with services. Such application should be submitted by the employee at least thirty (30) days prior to the date of the seminar or fourteen (14) days prior to the posting of the employee's work schedule, whichever comes sooner. If the request is approved, the employee will be notified in writing of the dates approved, and the time will be shown on the work schedule for the employee's unit. Where management has approved a request and the employee scheduled is unable to attend, another employee in the unit may be allowed by management to substitute for the employee who was originally scheduled. Time limits established herein may be waived by management. Such request shall not be unreasonably denied. If education or training is required for employees to remain in their position the employees attendance at required training or education courses shall be considered hours of work. When approved by the Agency employees shall be reimbursed for the cost of required training and or education for the maintenance of required licensures or certifications as required by law.

(2) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(3) Subsections (1) and (2) above do not preclude the State from assigning employees to attend training courses as determined by management.

(4) The State shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law.

SEAG Union Proposal
Article 18
October 31, 2011
Page 1 of 1

Article 18
WAGES

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year ~~2010-2011~~ **2012-2013** General Appropriations Act ~~as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands,~~ **which shall include an across-the-board increase.**

^ 8%

J.C.
per
Jack Reddon
on
October 31,
2011.

(B) Increases to base rate of pay shall be in accordance with state law and the Fiscal Year ~~2010-2011~~ **2012-2013** General Appropriations Act.

SECTION 2 – Savings Sharing Program

Individual employees or group of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

SECTION 3 – Performance Pay

Each agency is authorized to grant merit pay increases to employees based upon exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code. **Employee's attaining Certification in specialized fields of law associated with their job description shall receive a minimum of a \$5000 increase in wages.**

SEAG Union Proposal
Article 19
October 31, 2011
Page 1 of 1

Article 19
INSURANCE BENEFITS/RETIREMENT

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with the General Appropriations Act for the applicable year and, if provided, the Summary Statement of Intent, as well as any statutory provision effecting the plan or its operation. **The State will cease the 3% employee contribution to the FRS and reimburse all employees who have made such contributions to the FRS.**

SEAG Union Proposal

Article 22

October 31, 2011

Page 1 of 1

**Article 22
PREVAILING RIGHTS**

All pay and benefit provisions published in the Personnel Rules of the Selected Exempt Service which cover employees in the Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of the Agreement.

The State Employees Attorneys Guild - Selected Exempt Service Attorneys Unit - CBU 81
2011-2012

Fiscal Year

<p>Article 3, Section 4: Amends provisions regarding deductions for Union dues and/or uniform assessments that they may continue unless revoked by the employee by providing the State and Union with thirty (30) days written notice prior to the annual anniversary date of this agreement.</p>	<p>N/A</p>	<p>This proposal is currently under negotiations with the state. The state has not provided a response to this proposal at this time.</p>
<p>Article 5, Section 3: A new provision is inserted that requires the state to provide the work e-mail addresses of each bargaining unit employee, which shall be governed by the same rules as agreed upon for bulletin board use.</p>	<p>N/A</p>	<p>This proposal is currently under negotiations with the state. The state has not provided a response to this proposal at this time. There may be concerns with emails submitted to bargaining unit employees especially if there is a heavy volume of email correspondence.</p>
<p>Article 7, Section 1: Removes the provision that "no such action shall be grievable under the grievance article of the agreement" when a unit employee is subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action at the sole discretion and upon prior review and consideration of the agency head or his designee.</p>	<p>N/A</p>	<p>This proposal is currently under negotiations with the state. The state has not provided a response to this proposal at this time.</p>
<p>Article 11, Section 2: A provision is inserted requiring that a statewide case load management committee will be created to ensure that each agency has the available number of attorneys to economically and adequately represent the state and the taxpayer in order to maintain a sufficient of standards of legal representation</p>	<p>Indeterminate</p>	<p>Additional information is necessary to determine the fiscal impact of this proposal. Information should be provided for the members that will make up the committee, any travel requirements, if a study is necessary to compare the private and public sector and any other requirements of the committee that may have a fiscal impact.</p>
<p>Article 17, Section 1: Requires that a minimum of ten days with pay be provided to employees to attend short courses, institutes and workshops to improve their performance in their current position.</p>	<p>Indeterminate</p>	<p>The fiscal impact of this proposal cannot be readily calculated because of the variation of continuing education courses that are available. Courses range from inexpensive on-line classes that can be completed at home or at the employee's work location and there are more expensive classes that require extensive travel and higher educational fees. From July 1, 2010 through the current date, there have only been two attorneys recorded in the People First System with Administrative Educational Leave of a total of 1.5 hours.</p>
<p>Article 18, Section 1: Amends the Fiscal Year from 2010-2011 to 2011-2012 and requires an across-the-board pay increase but no percentage or amount provided.</p>	<p>Indeterminate</p>	<p>Additional information is necessary to determine the dollar amount of the across-the-board pay increase. A specific percentage or dollar amount was not provided.</p>

<p>Article 18, Section 3: A provision is inserted stating employee's attaining certification in specialized fields of law associated with their job description shall receive a minimum of a \$5,000 increase in wages.</p>	<p>Indeterminate</p>	<p>A reasonable estimate cannot be readily calculated for this proposal because the People First System does not provide a breakdown of certifications in specialized areas of law and only tracks membership in the Florida Bar. Also, clarification would be necessary to determine whether the certification is applicable or a requirement of the job being performed.</p>
<p>Article 19: A provision is inserted stating that there shall be no change in the current retirement plan.</p>	<p>Indeterminate</p>	<p>Recommendations on state employee benefits have not been finalized at this time. A calculation of the fiscal impact on retirement benefits will not be available until recommendations have been finalized.</p>

**Federation of Physicians and Dentists / State Employees Attorneys Guild
 Selected Exempt Service (SES) Attorneys Unit – State Personnel System
 Current Three-Year Agreement Expires June 30, 2012
 Status of Collective Bargaining as of December 9, 2011
 Fiscal Year 2012-13 Successor Agreement Negotiations – All Articles Open for Negotiation**

Article	State's Proposals	Union's Proposals	Comments
2 – Gender Reference	State's 12-05-11 Proposal: Status quo.	No Proposal Offered	
3 - Vacant	State's 12-05-11 Proposal: Status quo.	Union's 10-31-11 Proposal: Union proposes incorporating the Dues Checkoff language from Article 3 of the SES Attorneys Unit Agreement in effect during FY 2010-2011 with the revision that employees 30 days written notice of termination of dues checkoff authorization provision include the provision "prior to the annual anniversary date of this Agreement."	Dues Deduction provisions are addressed in Chapter 447.303, F.S. The 2011 Legislature through impasse resolution accepted the State's proposal to vacate Article 3.

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Article	State's Proposals	Union's Proposals	Comments
4 – No Discrimination	<p>State's 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and proposes:</p> <p>revising the Section 1 header title by replacing "Physical Handicap" with "Disability,"</p> <p>clarifies the method of review for employee claim of unlawful discrimination against the State, and</p> <p>clarifies the method of review for union claims of discrimination against the State.</p>	No Proposal Offered	
5 – Employee Rights, Management, and Union Communications	<p>State's 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and proposes:</p> <p>clarification that the term "employee" used in the Agreement means a member of the bargaining unit,</p> <p>clarification that the State will maintain on the Department of Management Services' website any written interpretations of the</p>	<p>Union's 10-31-11 Proposal:</p> <p>Union proposes that the State provide the Union with unit employees' work e-mail addresses.</p>	The State has concern over where employees' work e-mail addresses would go after being provided to the union.

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Article	State's Proposals	Union's Proposals	Comments
	<p>Rules of the State Personnel System, and</p> <p>Clarification that all collective bargaining is to be conducted by state representatives designated by the Governor for that purpose.</p>		
6 – Grievance Procedure	<p>State's 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and proposes:</p> <p>an Appendix B to include a collective bargaining grievance form and a Appendix C to include a request for arbitration form,</p> <p>that the parties may by written agreement submit a grievance for mediation, and</p> <p>issues of arbitrability, including timeliness, be separated from substantive issues.</p>	No Proposal Offered	

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Article	State's Proposals	Union's Proposals	Comments
7 – Employee Standards of Conduct and Performance	State's 12-05-11 Proposal: Incorporates grammatical changes, and clarifies that employee performance shall be evaluated in accordance with Rule 60L-35, Florida Administrative Code.	Union's 10-31-11 Proposal: Union proposes to strike the language in Section 1(C) that reads, <i>"No such action shall be grievable under the grievance article of the Agreement"</i> when a unit employee is subject to suspension, dismissal, reduction in pay, demotion, transfer or other personnel action at the sole discretion and upon prior review and consideration of the agency head or designee.	Selected Exempt Service employees serve at the pleasure of the Agency Head.
8 – Workforce Reduction	State's 12-05-11 Proposal: Incorporates grammatical changes only.	No Proposal Offered	

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Article	State's Proposals	Union's Proposals	Comments
9 – Employment Opportunities	<p>State's 12-05-11 Proposal:</p> <p>Proposes the Article Title be changed to: <i>Reassignment</i>, and</p> <p>proposes that existing language be replaced with language from the SES Physicians Unit Agreement, Article 9-Reassignment, for consistency.</p>	No Proposal Offered	
10 – Classification and Pay Plan	<p>State's 12-05-11 Proposal:</p> <p>Incorporates grammatical changes only.</p>	No Proposal Offered	
11 Classification Review and Professional Practice Scope	<p>State's 12-05-11 Proposal:</p> <p>Incorporates grammatical changes and broadband terminology.</p>	<p>Union's 10-31-11 Proposal:</p> <p>Proposes a state-wide case load management committee to ensure agencies have the number of attorneys to economically and adequately represent the State, and to maintain sufficient standards of legal representation.</p>	<p>The State's Chief Labor Negotiator during FY 2011-12 negotiations cycle advised the union that the number of FTE and what those FTE do is within the province of the agencies.</p>

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Article	State's Proposals	Union's Proposals	Comments
12 – Personnel Records	State's 12-05-11 Proposal: Incorporates grammatical changes, and clarifies the State's practice that an employee's official personnel file shall be maintained by the employing agency, not by the Department of Management Services.	No Proposal Offered	
13 - Safety	State's 12-05-11 Proposal: Incorporates grammatical changes only.	No Proposal Offered	
14 – Replacement of Personal Property	State's 12-05-11 Proposal: Incorporates grammatical changes only.	No Proposal Offered	
16 – Hours of Work and Employee Leave	State's 12-05-11 Proposal: Incorporates grammatical changes, and clarifies that employees personal holiday is governed by Section 110.117, Florida Statutes, and that the general requirements for leave earning, approval and use are governed by Rule 60L-34, Florida Administrative Code, and strikes duplicate language from Rule 60L-34, F.A.C.	No Proposal Offered	

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Article	State's Proposals	Union's Proposals	Comments
17 – Training and Education	<p>State's 12-05-11 Proposal:</p> <p>Incorporates grammatical changes, and strikes the Section 1 header title since there is no Section 2.</p>	<p>Union's 10-31-11 Proposal:</p> <p>Propose that the State allow employees a minimum of ten (10) days with pay for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position....”</p>	<p>The union proposal would remove management discretion, where current language maintains management discretion by providing that the State will make a good faith effort to allow employees a reasonable amount of time.....</p>
18 - Wages	<p>State's 12-05-11 Proposal:</p> <p>Pay shall be in accordance with the Fiscal Year 2012-13 General Appropriations Act.</p>	<p>Union's 10-31-11 Proposal:</p> <p>Proposes an 8% across the board wage increase; and proposes a minimum wage increase of \$5,000 for employees attaining certification in specialized fields of law associated with the employee's job description.</p>	<p>Estimated cost of union's proposal: \$3.6m.</p>

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Article	State's Proposals	Union's Proposals	Comments
<p>19 – Insurance Benefits</p>	<p>State's 12-05-11 Proposal:</p> <p>Propose new Article title: <i>Insurance and Retirement Benefits</i>, and proposes:</p> <p>a titled Section 1 header – <i>State Employee Group Insurance Program</i>,</p> <p>a titled Section 2 header – <i>Retirement</i>, with the proposed new language:</p> <p>Consistent with § 121.011(3)(d), Florida Statutes, and <i>Florida Sheriff's Association v. Dept. of Admin.</i>, 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits, rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.</p>	<p>Union's 10-31-11 Proposal:</p> <p>Union proposes adding Retirement to the Article's title; replacing current language with language from the SES Attorneys Unit Agreement, Article 19, in effect during FY 2010-2011; and proposes that the state cease the 3 percent employee contribution to the FRS and reimburse all employees who have made such contributions to the FRS.</p>	<p>Estimated cost of union's proposal:</p> <p>\$2.3m/\$1.1m NR.</p>

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Article	State's Proposals	Union's Proposals	Comments
20 – Per Diem and Travel Expenses	State's 12-05-11 Proposal: Grammatical changes only.	No Proposal Offered	
21 – Employment Outside of State Government	State's 12-05-11 Proposal: Proposes clarifying language to reflect that permission to perform other employment outside state government shall not be unreasonably withheld provided the outside employment does not conflict with the employee's state employment nor with the employing agency's procedures limiting outside employment.	No Proposal Offered	
22 - Vacant	State's 12-05-11 Proposal: Status quo.	Union's 10-31-11 Proposal: Union proposes incorporating the Prevailing Rights language from the SES Attorneys Unit Agreement, Article 22, in effect during FY 2010-2011.	Current State law addresses the employer's obligation to negotiate over proposed changes in terms and conditions of employment and provides a remedy for violations through PERC and the courts. Contract language is redundant and creates potential for inconsistent

**Federation of Physicians and Dentists / State Employees Attorneys Guild
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Article	State's Proposals	Union's Proposals	Comments
			interpretation and application of the law by arbitrators. The 2011 Legislature through impasse resolution accepted the State's proposal to vacate Article 3.
23 – Management Rights	State's 12-05-11 Proposal: Status quo.	No Proposal Offered	
24 – Entire Agreement	State's 12-05-11 Proposal: Grammatical change that strikes the words "upon ratification." Strikes Section (D) removing the provision that the parties can reopen a certain number of articles for negotiations in a given Fiscal Year.	Union's 10-31-11 Proposal: Union proposes reopener negotiations for FY 2013-2014 and FY 2014-2015.	If the agreement is not ratified by all parties pursuant to section 447.309, F.S., the legislative impasse resolution shall take effect as of the date of the legislative action for the remainder of the first fiscal year which was subject to negotiations; the legislative action shall not take effect with respect to preamble, recognition, and duration

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Article	State's Proposals	Union's Proposals	Comments
			<p>clauses.</p> <p>The State proposes, in Article 26-Duration, a 1-year agreement.</p>
25 – Savings Clause	<p>State's 12-05-11 Proposal:</p> <p>Status quo.</p>	No Proposal Offered	



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

December 5, 2011

TRANSMITTED VIA ELECTRONIC MAIL

Mr. Michael B. Filler
Director, Public Services Division
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, DC 20001

Dear Mr. Filler,

The State of Florida submits the following initial proposals for the Fiscal Year 2012-13 Security Services Unit collective bargaining agreement. The proposals are in strike-through/underline format from the current Security Services agreement that expires June 30, 2012.

The state proposes we maintain the status quo, with minor grammatical changes and edits for representation, for the following articles:

Article 1 – Recognition
Article 2 – Gender Reference
Article 3 – Vacant
Article 4 – No Discrimination
Article 11 – Classification Review
Article 14 – Performance Evaluations
Article 16 – Drug Testing
Article 17 – Death In-Line-of-Duty Benefits
Article 19 – Replacement of Personal Property
Article 21 – Compensation for Temporary Special Duty in Higher Level Position
Article 22 – Job-Connected Disability
Article 26 – Uniform and Insignia
Article 28 – Travel Expenses
Article 29 – No Strike
Article 30 – Vacant
Article 31 – Management Rights
Article 33 – Savings Clause

Please direct all correspondence to:
Office of General Counsel | 4050 Esplanade Way, Suite 160 | Tallahassee, Florida 32315-0950
Tel: 850.487.1082 | Fax: 850.922.6312

www.dms.MyFlorida.com

Mr. Michael Filler
December 5, 2011
Page 2

The parties will negotiate proposed changes to the following articles:

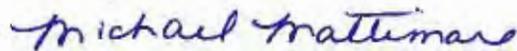
Article 5 – Union Activities and Employee Representation (state proposal)
Article 6 – Grievance Procedure (state proposal)
Article 7 – Discipline and Discharge (state proposal)
Article 8 – Workforce Reduction (state proposal)
Article 9 – Reassignment, Transfer, Change in Duty Station (state proposal)
Article 10 – Promotions
Article 12 – Personnel Records (state proposal)
Article 13 – Safety (state proposal)
Article 15 – Seniority (state proposal)
Article 18 – Leaves of Absence (state proposal)
Article 20 – Training (state proposal)
Article 23 – Hours of Work/Overtime (state proposal)
Article 24 – On-Call Assignment and Call-Back (state proposal)
Article 25 – Wages (state proposal)
Article 27 – Insurance Benefits (state proposal includes title change to Benefits)
Article 32 – Entire Agreement (state proposal)
Article 34 – Duration (state proposal – 1 year agreement)

Written contract proposals are included for your consideration and response. We look forward to receiving your proposals, and will continue to negotiate and to seek resolution of any unresolved issues.

By separate copy, you will be provided with the proposed salaries and benefits in the Governor's Fiscal Year 2012-13 legislative budget request.

Please do not hesitate to contact me with any requests.

Sincerely,



Michael Mattimore
Chief Labor Negotiator

MM/psr

Enclosures

cc: Management Advisory Council and State Bargaining Team
Michael Sevi, Assistant General Counsel, Executive Office of Governor Rick Scott

Article 1
RECOGNITION

(A) The State hereby recognizes the ~~Florida Police Benevolent Association, Inc., (Association)~~ Teamsters Local Union No. 2011 (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 Security Services Bargaining Unit.

(B) The bargaining units for which this recognition is accorded is as defined in the certification issued by the Florida Public Employees Relations Commission, hereinafter also referred to as "PERC," on ~~March 19, 1985, and as subsequently amended December 8, 1988, December 5, 2011,~~ PERC Certification Number ~~667~~ 1779. The Unit description in Certification Number ~~667~~ 1779 reads as follows:

~~Unit 8: Security Services, including all non-professional and professional employees certified under Chapter 943, Florida Statutes, whose primary duties involve the direct care, custody and control of persons involuntarily confined in state institutions; or whose primary duties involve the supervised custody, surveillance and control of assigned probationers, parolees, and community controllees within the community; or whose primary duties involve the review and classification of inmates moving from an institutional setting to a community setting under the supervision of the Department's Office of Community Corrections, Probation and Parole Services.~~

(C) This Agreement includes all full-time and part-time Career Service employees in the classifications and positions listed in Appendix A of this Agreement, ~~except for those full-time and part time employees excluded in Section 2 of this Article.~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 2
GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 3
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 4
NO DISCRIMINATION

SECTION 1 – Non-Discrimination Policy – State-Federal Law

(A) The Sstate and the Association Union shall not discriminate against any employee for any reason prohibited under Florida Statutes or any Federal Law.

(B) The Association Union shall have the right to consult on issues of discrimination ~~or~~ unlawful discrimination with the Step 1 Management Representative and/or his designee(s), up through the Step 2 Management Representative and/or his designee(s), to the Department of Management Services.

(C) Any claim of discrimination or unlawful discrimination by an employee against the Sstate, its officials or representatives, except for grievances related to Association Union membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

(D) The Association Union agrees to support the Sstate's current affirmative action programs and efforts to comply with the Americans with Disabilities Act.

SECTION 2 – Non-Discrimination Policy – Association Union Membership

Neither the Sstate nor the Association Union shall interfere with the right of law enforcement employees covered by this Agreement to become or refrain from becoming members of the Association Union, and neither the Sstate nor the Association Union shall discriminate against any such employee because of membership or non-membership in any employee organization.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 5

ASSOCIATION UNION ACTIVITIES AND EMPLOYEE REPRESENTATION

SECTION 1 – Definitions

(A) The term “employee” as used in this Agreement, shall mean an employee included in the bargaining unit represented by the International Brotherhood of Teamsters, Inc. (Union).

(B) The term "Grievance Representative," as used in this Agreement, shall mean a State Career Service an employee covered by this Agreement who has been designated by the President of the Florida Police Benevolent Association, Inc., Union to investigate grievances at the Oral Step, and to represent a grievant at the Oral Step and Step 1 meetings on grievances which have been properly filed under Article 6 of this Agreement, when the Association Union has been selected as the employee's representative.

SECTION 2 – Designation of Employee Representatives

(A) The President of the Florida Police Benevolent Association, Inc., Union shall furnish to the Sstate and keep up-to-date a list of Association Union Staff Representatives. The Sstate will not recognize any person as a Staff Representative whose name does not appear on the list.

(B) From employees in the bargaining unit, tThe Association Union shall select a reasonable number of employees to be Association Union Grievance Representatives. The Association Union shall furnish the Sstate the name, social security number, official class title, name of employing agency, and specific work location of each employee who has been designated to act as a Grievance Representative. The Sstate shall not recognize an employee as an authorized Grievance Representative until such information has been received from the Association Union.

SECTION 3 – Bulletin Boards

(A) Where requested in writing, the Sstate agrees to furnish in Sstate-controlled facilities to which bargaining unit employees are assigned, wall space not to exceed “24x36” for Association Union-purchased bulletin boards of an equal size. Such bulletin boards will be placed at a Sstate facility in an area normally accessible to, and frequented by, covered

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State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

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employees. Once a location has been established, it shall not be moved without notice. Where the Association Union currently maintains bulletin boards or bulletin board space, that practice shall continue.

(B) The use of Association Union bulletin board space is limited to the following notices:

- (1) Recreational and social affairs of the Association Union
- (2) Association Union meetings
- (3) Association Union elections
- (4) Reports of Association Union committees
- (5) Association Union benefit programs
- (6) Current Association Union Agreement
- (7) Training and educational opportunities
- (8) Decisions reached through consultation meetings, as approved by the Department of Management Services
- (9) Notices of wage increases for covered employees

(C) Materials posted on these bulletin boards shall not contain anything, which violates or has the effect of violating any law, rule, or regulation, nor shall any posted material contain anything reflecting adversely on the State, or any of its officers or employees. Among the materials which may not be posted are those whose subject is: a local, state or national election/political campaign; an election to decide the unit's collective bargaining representative; current department initiatives; or pending state legislation.

(D) Postings must be dated and bear the signature of an authorized Association Union representative.

(E) A violation of these provisions by an Association Union Staff Representative or an authorized representative shall be a basis for removal of bulletin board privileges for that representative by the Department of Management Services.

SECTION 4 – Information

(A) Upon request of the President of the Florida Police Benevolent Association, Inc., Union or ~~their~~ designee, the State will, on no more than on a quarterly basis, provide the Association Union with a list giving the name, home address on file, classification title, and gross salary for each employee in this bargaining unit. This list will be prepared on the basis of the latest information on file at the time the list is prepared. Where employee lists are fully available at no cost to non-public entities, they shall be made available to the President of the

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~~Florida Police Benevolent Association, Inc., Union~~ upon ~~his~~ written request, at no cost.

(B) The ~~Association Union~~ agrees that ~~all the~~ home addresses and telephone numbers of ~~bargaining unit~~ employees shall remain confidential pursuant to ~~S~~ection 119.07, Florida ~~Statues Statutes~~. The ~~Association Union~~ will not disclose the home addresses and telephone numbers of ~~bargaining unit members employees~~ to third parties including, but not limited to, sale of the information to other persons or parties.

~~SECTION 5 – Class Specifications/Rules Maintained/Changes to Class Specifications~~ ~~Occupation Profiles and Rules~~

(A) The ~~S~~state will maintain on the ~~Internet~~ ~~Department of Management Services'~~ website the ~~classification specifications occupation profiles~~ and the ~~Personnel Rules of the State Personnel System~~ which it has published, and which affect employees within the bargaining Unit.

(B) In instances where the ~~S~~state ~~of Florida~~ determines that a revision to a ~~class specification an occupation profile~~ or occupational level for positions covered by this Agreement is needed, the Department of Management Services shall notify the ~~Association Union~~ in writing of the proposed changes. This procedure shall not constitute a waiver of the ~~Association's Union's~~ right to bargain over such matters in accordance with Chapter 447, Part II, Florida Statutes and applicable law. The ~~Association Union~~ shall notify the Department of Management Services, in writing, within seven (7) calendar days of ~~its receipt of written notification from the Department, of its any~~ comments ~~it has~~ concerning the proposed changes, or of its desire to discuss the proposed change(s). Failure of the ~~Association Union~~ to notify the Department of Management Services within this specified period shall constitute a waiver of the right to discuss the change(s).

SECTION 6 – Representative Access

(A) The ~~S~~state agrees that accredited representatives of the ~~Florida Police Benevolent Association, Inc., Union~~ shall have access to the premises of the ~~S~~state, which are available to the public.

(B) If any area of the ~~S~~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.

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(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 7 – Consultation

(A) In order to provide a means for continuing communication between the parties and upon request of the President of the Florida Police Benevolent Association, Inc., Union, the Secretary of the Department of Management Services and/or his designated representative(s) and not more than three (3) representatives of the Association Union shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a time and place designated by the Department of Management Services.

(B) Upon request by the designated Association Union Staff Representative, the Agency Head and/or his designee(s) and the Staff Representative, with not more than three (3) Association Union representatives from the agency, shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a time and place to be designated by the Agency Head or his designee after consulting with the Association Union Staff Representative.

(C) Upon request by the designated Association Union Staff Representative, the Step 1 Management Representative and/or his designee(s) and the designated Association Union Staff Representative, with not more than two (2) Association Union representatives from the Agency, shall make a good faith effort to meet and consult. Such meetings shall be held at a time and place to be designated by the Step 1 Management Representative after consulting with the Association Union Staff Representative. A copy of all requests shall be served on both the Agency and the Association Union at their principal offices.

(D) All consultation meetings will be scheduled after giving due consideration to the availability and work location of all parties. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any agency activities affecting unit employees. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. The parties shall exchange agenda indicating the matters they wish to discuss no later than five (5) calendar days prior to the scheduled meeting date.

(F) An agency shall prepare a written response to issues raised during a consultation

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State's Chief Labor Negotiator

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meeting within ~~thirty~~ (30) days after the date of the meeting.

SECTION 8 – Negotiations

The Association Union agrees that all collective bargaining is to be conducted with Sstate representatives designated for that purpose by the Governor, as Chief Executive Officer. While negotiating meetings shall normally be held in Tallahassee, the Sstate and the Association Union may mutually agree to meet elsewhere at a Sstate facility or other location, which involves no rental cost to the Sstate. There shall be no negotiation by the Association Union at any other level of Sstate government.

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Michael Mattimore
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**Article 6
GRIEVANCE PROCEDURE**

It is the policy of the Sstate and Association Union to encourage informal discussions between supervisors and employees of employee complaints. Such discussions should be held with a view to reaching an understanding, which will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 – Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement, filed on the appropriate form as contained in Appendix B of this Agreement.

(B) "Employee" shall mean an individual employee or a group of employees having the same grievance. In the case of a group of employees, one employee shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to the Personnel Rules of the Career Service System Section 110.117, Florida Statutes, or holiday observed by the Association Union pursuant to a list furnished to the Sstate in writing, as of the effective date of this Agreement.

SECTION 2 – Election of Remedy and Representation

(A) If an employee or the Association Union has a grievance which may be processed under this Article and which may also be appealed to the Public Employees Relations Commission, the employee or the Association Union shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding on the employee or the Association Union. In the case of any duplicate filing, the action first filed will be the one processed.

(B) An employee who decides to use this Ggrievance Pprocedure shall indicate at the Oral Step or initial written step (if authorized by the provisions of this Article) whether or not he shall be represented by the Association Union. If the employee is represented by the Association Union, any decision mutually agreed to by the Sstate and Association Union shall be binding on

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the employee.

(C) Where **Association Union** representation is requested by an employee, the employee's representative shall be selected from the list of **Association Union** Grievance Representatives or **Association Union** Staff Representatives which has been provided to the **Sstate** by the **Association Union**. When an employee has been appropriately designated to serve as a Grievance Representative and the **Sstate** has been notified in accordance with Article 5, Section 2, ~~Paragraph~~ (B), the Grievance Representative shall be authorized to investigate grievances and represent grievants in accordance with this Article, subject to the following limitations:

(1) A Grievance Representative will not be allowed time off with pay to investigate his own grievance.

(2) Time spent by a Grievance Representative in investigating a grievance shall be the minimum amount of time necessary to perform the specific investigation involved.

(a) If an employee selects a Grievance Representative to represent him in a grievance which has been properly filed in accordance with this Article, the Grievance Representative may be allowed a reasonable amount of annual or compensatory leave to investigate the grievance at the Oral Step and to represent the grievant at **any** Oral Step and Step 1 meetings **which are** held during regular work hours. Such annual or compensatory leave shall be subject to prior approval by the Grievance Representative's immediate supervisor; however, approval of such time off will not be withheld, if the Grievance Representative can be allowed such time off without interfering with, or unduly hampering, the operations of the unit to which the Grievance Representative is regularly assigned. The Grievance Representative's immediate supervisor will notify the grievant's supervisor prior to allowing the Grievance Representative time off to investigate the grievance.

(b) Investigations will be conducted in a way that does not interfere with **Sstate** operations.

(c) The Grievance Representative must be selected from **those** Grievance Representatives within the same work unit, as the grievant's work unit. If no Grievance Representative is located in the grievant's work unit, the Grievance Representative must be selected from the work unit **which is** located closest to the grievant's work location. In no case shall a Grievance Representative who is on duty be allowed to travel more than **fifty (50)** miles from his official work location in order to investigate a grievance. Such travel limitation shall not apply when the Grievance Representative is not on duty.

(d) A Grievance Representative **who has been** selected to represent an employee as provided in this Article, will be considered a required participant at the Step 1

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State's Chief Labor Negotiator

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grievance meeting.

(D) Both the employee and the employee's representative, if any, shall be notified of the Step 1 meeting. Further, all communication concerning written grievances or their resolution shall be in writing, with and a copy shall be sent to both the employee and the employee's representative.

(E) If the employee is not represented by the Association Union, any adjustment of the grievance shall be consistent with the terms of this Agreement. ~~†The Association Union~~ shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance, and processing of the grievance will be in accordance with the procedures established in this Agreement. The Association Union shall not be bound by the decision of any grievance in which the employee chose not to be represented by the Association Union.

(F) The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the State or the Association Union in other cases.

SECTION 3 – Procedures

(A) Employee grievances filed in accordance with this Article should are to be presented and handled promptly at the lowest level of supervision having the authority to adjust the grievances. Grievances may be filed and responded to by facsimile, electronic mail, mail, or personal delivery.

(B) Once After a grievance is presented, no new violation or issue can be raised.

(C) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

(D) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

(E) Grievances shall be presented and adjusted in the following manner, and no one individual may respond to a grievance at more than one written step.

(1) Oral Discussion

(a) An employee having a grievance may, within fourteen (14) days following the occurrence of the event giving rise to the grievance, present the grievance orally to the Oral Step representative. The Oral Step representative shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is requested by the employee or the employee's representative or if a meeting is deemed necessary

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State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

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by the Oral Step representative. The Oral Step representative shall communicate a decision to the employee and the employee's representative, if any, within ~~fourteen (14)~~ days following the date the grievance is received at the Oral Step.

(b) If the employee elects not to utilize the oral discussion provision of this ~~Section~~, he may file a ~~formal~~ written grievance at Step 1, provided such written grievance is filed within ~~fourteen (14)~~ days following the occurrence of the event giving rise to the grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the ~~Association~~ Union where appropriate, to proceed to the next step.

(d) The number of days indicated at this ~~Step~~ shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing in any specific instance as long as necessary provided there is ~~mutual~~ agreement by both sides.

(e) The Oral Step representative for correctional institutions shall be the Chief Correctional Officer or ~~his~~ designee. The Oral Step representative for community corrections shall be the Deputy Circuit Administrator, or ~~his~~ designee. The Oral Step representative for employees in the institutional security specialist series shall be the Security Chief or ~~his~~ designee.

(2) Step 1

(a) In filing a grievance at Step 1, the employee or the designated employee representative shall submit to the Step 1 Management Representative a grievance form ~~furnished by the Association~~ as contained in Appendix B, setting forth specifically the complete facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. All written documents to be considered by the Step 1 Management Representative shall be submitted with the grievance form; however, if additional written documentation is obtained after the grievance is filed, such documentation may be presented at the Step 1 meeting.

(b) The Step 1 Management Representative or ~~his~~ designated representative shall ~~have a meeting~~ meet to discuss the grievance and shall communicate a decision in writing to the employee and the employee's representative, if any, within fourteen (14) days following the date the grievance is received at Step 1.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the ~~Association~~ Union where appropriate, to proceed to the next step.

(d) The number of days indicated at this ~~Step~~ shall be considered as

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State's Chief Labor Negotiator

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Chief Negotiator

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the maximum, and every effort will be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing in any specific instance as long as necessary provided there is **mutual** agreement by both sides.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee or the employee's representative may submit it in writing to the Agency Head or **his** designated representative within **fourteen (14)** days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.

(b) The Agency Head or **his** designated representative may **have a meeting meet** with the employee and/or the designated **Association Union** Staff Representative to discuss the grievance. The Agency Head or **his** designated representative shall communicate a decision in writing within **twenty one (21)** days following receipt of the written grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the **Association Union** where appropriate, to proceed to the next step.

(d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing in any specific instance as long as necessary provided there is **mutual** agreement by both sides.

(4) Step 3

(a) If **the a** grievance is not resolved at Step 2, the designated **Association Union** representative, or the employee if not represented by the **Association Union**, may appeal the Step 2 decision, in writing, to the Department of Management Services within **fourteen (14)** days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance. The Department of Management Services may **have a meeting meet** with the **Association Union** President or **the** designated **Association Union** representative to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1 above.

(b) The Department of Management Services shall communicate a decision in writing to the employee and the **Association Union** President or **the** designated **Association Union** representative within **twenty one (21)** days following receipt of the written

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grievance.

(c) Failure to communicate the decision within the specified time limit shall permit the employee, or the **Association Union** where appropriate, to proceed to the next step.

(d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing in any specific instance as long as necessary provided there is **mutual** agreement by both sides.

(5) Grievance Mediation

The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS), either prior to the grievance being submitted to arbitration or after it has been submitted but before a hearing is scheduled. When the parties agree to mediate a grievance, the time limits to file for, or process, an arbitration are automatically extended for the period necessary to conclude the mediation process. Either party may withdraw from the mediation process with written notice no later than five (5) days before a scheduled mediation.

(5) 6) Arbitration

(a) If the a grievance is not resolved at Step 3, the President of the **Florida Police Benevolent Association, Inc., Union** or a designated member of his staff, may appeal the Step 3 decision grievance to Arbitration on a Request for Arbitration Form (to be supplied by the State) as contained in Appendix C within fourteen (14) days after receipt of the decision at Step 3. If, at the initial step, the **Association Union** refused to represent the employee because he was not a dues-paying member of the **Association Union**, the employee may appeal the grievance to Arbitration.

(b) The parties may, by **mutual** agreement in writing, submit related grievances for hearing before the same arbitrator.

(c) The arbitrator shall be one person from a panel of five (5) **permanent** arbitrators, **mutually** selected by the **State** and the **Association Union** to serve in rotation for any case or cases submitted.

(d) Issues of arbitrability, including timeliness, shall be separated from the substantive issue(s) of the grievance and, whenever possible, determined by a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the decision is that the issue is arbitrable, an arbitrator shall then be selected to hear the substantive issue(s) in accordance with the provisions of (6)(c) of this Article.

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(d e) Arbitration hearings shall be held at times and locations mutually agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. If mutual agreement cannot be reached, the arbitration hearing shall be held in the City of Tallahassee.

(e f) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the State, the Association Union, the grievant(s), and the employees in the bargaining unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue his a decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issue(s) submitted.

3. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his the decision strictly to the application and interpretation of the specific provisions of this Agreement.

5. The arbitrator shall be without power or authority to make any decisions:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law; or

b. Limiting or interfering in any way with the powers, duties, and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties, and responsibilities have been abridged, delegated, or modified by the expressed provisions of this Agreement; or

c. Which has the effect of restricting the discretion of an Agency Head as otherwise granted by law or the Personnel Rules of the Career Service State Personnel System unless such authority is modified by this Agreement; or

d. That is based solely upon an agency past practice or policy unless such agency practice or policy is contrary to law, the Personnel Rules of the Career Service State Personnel System, or this Agreement.

6. The arbitrator's award may include back pay to the grievant(s);

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State's Chief Labor Negotiator

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however, the following limitations shall apply to such monetary awards.

a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration and in no event more than the time limits permitted for initiation of the grievance.

b. The award shall not exceed the actual loss to the grievant and will not include punitive damages.

(f g) The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys, and witnesses. Should the arbitrator fashion an award in such a manner that the grievance is sustained in part and denied in part, the State and Association Union will evenly split the arbitrator's fee and expenses.

(g h) The Association Union will not be responsible for costs of an arbitration to which it was not a party.

SECTION 4 – Time Limits

(A) Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee, or the Association Union where appropriate, to proceed to the next step. A Step 2 or Step 3 answer that is not received by the Association Union by the written, agreed-to deadline does not alter the time limits for appealing a grievance to the next step.

(C) Claims of either an untimely filing or untimely appeal shall be made at the step in question.

SECTION 5 – Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Association Union or an employee to process a grievance: (1) on behalf of any employee without his written consent, or (2) when the subject of such (employee's) grievance, is, at the same time, the subject of an administrative action, or an appeal before a governmental

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board or agency, or a court proceeding.

(B) All grievances will be presented at the Oral Step, with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 within fourteen ~~(14)~~ days following the occurrence of the event giving rise to the grievance.

(2) The Association Union shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against any employee. The Association's Union's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The class action grievance shall identify list the employees adversely impacted by the dispute relating to the interpretation or application of the Agreement and include each employee's written consent to the processing of the grievance on their behalf. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within fourteen ~~(14)~~ days of the occurrence of the event giving rise to the grievance.

(C) Any An employee who has not attained permanent status in the Career Service his current position can may only bring file non-discipline grievances to Step 3 as provided for in this Article. Non-discipline grievances filed by probationary employees are final and binding at Step 3 unless the processing of such grievances is further limited by specific provisions of this Agreement.

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Michael Mattimore
State's Chief Labor Negotiator

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Chief Negotiator

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Article 7
DISCIPLINE AND DISCHARGE

SECTION 1 – Disciplinary Action

(A) An employee who has attained permanent status in his current position may be disciplined only for cause as provided in section 110.227, Florida Statutes. Reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals may be affected by the State at any time against any employee. Such actions against employees with permanent status in their current position Career Service System for disciplinary reasons shall be grievable in accordance with the grievance procedure in Article 6, if the employee alleges that the action was not for just cause. However, any reduction in base pay that is required by the Career Service System Rules of the State Personnel System shall not be grievable. Demotion will not be used as a form of disciplinary action for employees in the classes of Correctional Officer, Correctional Probation Officer, Correctional Probation Officer-Institution, or Institutional Security Specialist I. Disciplinary actions shall be subject to the grievance procedure as follows:

(1) Oral reprimands shall not be grievable under the provisions of this Agreement. The Department of Corrections will not issue Oral Reprimands.

(2) An oral reprimand will not be considered in determining progressive discipline provided the employee is not disciplined for the same offense during the succeeding twelve (12) months.

(3) Written reprimands may be grieved by employees with permanent status in their current position up to Step 3; and the decision at that level shall be final and binding.

(4) A written reprimand will not be considered in determining progressive discipline provided the employee is not disciplined for the same offense during the succeeding eighteen (18) months, and the written reprimand was not for a major offense, which could have resulted in the employee's dismissal.

(B) A complaint by an employee with permanent status in his current position concerning any written reprimand, which contains criminal allegations or criminal charges, may be grieved through the arbitration step of the grievance procedure.

(C) If filed within fourteen (14) calendar days from the date of receipt of notice from the agency, by personal delivery or by certified mail, return receipt requested, a complaint by an employee with permanent status in his current position the Career Service concerning a reduction in base pay, suspension, involuntary transfer of over 50 miles by highway, demotion, or

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State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

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dismissal may be grieved at Step 2 1 and processed through the Arbitration Step, in accordance with the Grievance Procedure in Article 6 of this Agreement.

(D) Where a disciplinary action may be appealed to the Public Employees Relations Commission and is also grievable under this Agreement, the employee shall indicate at the time the grievance is reduced to writing, which procedure is to be used and such decision shall be binding on the employee. In the case of any duplicate filing, the action first filed will be the one processed.

(E) For employees in the Department of Corrections, the following shall apply:

(1) If the Department of Corrections issues a disciplinary suspension to an employee and the employee files an appeal to the Public Employees Relations Commission (PERC) in the required 14 21 days from the date the employee receives the letter, the suspension will be stayed Department of Corrections shall have the option to stay the suspension for up to ninety (90) calendar days pending a Recommended or Final Order by PERC. If the Department of Corrections stays the suspension, and at the end of the ninety (90) calendar day period PERC has not issued a Recommended or Final Order by the end of the period for which the suspension was stayed, the Department of Corrections may proceed with the disciplinary suspension.

(2) The employee Department may voluntarily elect to have special compensatory leave equal to the length of the a disciplinary suspension deducted from his/her an employee's leave balance in lieu of serving the suspension. If the employee does not have sufficient special compensatory leave, she/he may elect to use annual leave may be deducted. If there is not sufficient special compensatory or annual leave, the remainder will be leave without pay. Employees who elect to have their from whom leave is deducted will continue to report for duty during the period of time in which their leave is deducted. The employee's personnel file will reflect a disciplinary suspension regardless of whether the employee serves the suspension or elects to have has his/her leave deducted.

(3) The Department of Corrections may use Records of Counseling, Oral Reprimands, or other documentation to describe the employee's work behavior in litigation involving employee discipline.

(4) If the employee has not been disciplined for the same offense for the succeeding twelve (12) months, the employee may request to have that an existing Oral Reprimand or Record of Counseling contained in his/her official personnel file be marked "expired."

SECTION 2 – Interrogation during Internal Investigations

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Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

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In the course of any internal investigation, the interrogation methods employed will be consistent with Sections 112.532 and Section 112.533, Florida Statutes.

(A) — Definitions

For the purpose of this section the following definitions of terms as used in Section 112.532, Florida Statutes, shall apply:

(1) — "Interrogation" refers to a disciplinary investigation meeting with respect to an incident or complaint between a member of management or supervision, including an investigator, and an employee covered by this Agreement in which the information to be obtained at the investigation meeting will be the basis for the decision as to whether to suspend or dismiss the employee. It does not include counseling sessions, or investigations, which may result in lesser forms of disciplinary action or meetings at which the employee is solely being advised of intended disciplinary action, and offered an opportunity to explain why he should not be disciplined.

(2) — "Complainants" refers to the complaining or charging party relative to an incident, complaint, or reason.

(B) — Procedures

Whenever an employee covered by this Agreement is under investigation and subject to interrogation by members of his agency for any reason, which could lead to disciplinary action, suspension, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

(1) — The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

(2) — The interrogation shall take place either at the office of the command of the investigating officer or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

(3) — The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time.

(4) — The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.

(5) — Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary for both the

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employee and the representative.

(6) — The employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

(7) — The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(8) — If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

(9) — At the request of any employee under investigation, he shall have the right to be represented by counsel or any other representative of his choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for correctional service.

(10) — Where the agency determines that a complaint is unsupported by the facts or is otherwise without merit, or determines that the facts are insufficient to charge or otherwise discipline the employee under investigation, such conclusion will be so noted as part of the investigative record. Written documents relative to the investigation are subject to the provisions of Article 12, Personnel Records.

(11) — Where the employee is the subject of the investigation, the employee shall be provided the opportunity to review all written statements made by the complainant and witnesses immediately prior to the beginning of the investigation interview.

(C) — Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his response during an investigation of a complaint or allegation. If an employee is offered an opportunity to submit to a polygraph test, the employee's refusal will not be referred to in any final action taken by the agency.

(D) — Alleged violations of the investigative rights provided for in this section by an employee or the Association shall be investigated by the agency. The agency shall provide the employee and the Association with an explanation concerning the alleged violation and corrective action taken, if any.

(E A) The Sstate will make a good faith effort to complete all internal investigations within ~~sixty~~ (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

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Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

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investigation that exceeds ~~one hundred and twenty~~ (120) calendar days. The employee under investigation shall be advised of the results of the investigation at its conclusion.

(~~F B~~) The provisions of this section may be grieved in accordance with Article 6, up to ~~and including~~ Step 3 of the Grievance Procedure; ~~whose the~~ decision ~~at that step~~ shall be final and binding.

(~~G C~~) 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 ~~Chapter Rule~~ 60L-34, Florida Administrative Code. In cases where an employee has been reassigned by the Department of Corrections pending the outcome of an investigation and the charges or allegations against the employee are not sustained, the reassigned employee shall be offered the option to return to the original work location and, if requested, the previously held shift and days off ~~as soon as they become available. As an exception, the Department may retain the employee in the reassigned work location if it determines that evidence has been produced in the course of its investigation of the charges that creates a substantial likelihood of interference with the operations of the work unit if the employee is returned to the original work location. If the employee's original shift and days off are not immediately available, the employee will be reassigned to the shift and days off at the next available opportunity.~~

SECTION 3 – Employee Copy

Each employee shall be furnished a copy of all disciplinary entries placed in his official personnel file and shall be permitted to respond thereto, and a copy of the employee's response shall be placed in the employee's personnel file.

SECTION 4 – Notice

Notice of reduction in base pay, demotions, ~~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 attained permanent status in the Career Service System~~ shall be in accordance with ~~provisions of Chapter 60L-36 of the Personnel Rules section 110.227(5), Florida Statutes.~~

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Michael Mattimore
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Mark Richard
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Article 8
WORKFORCE REDUCTION

SECTION 1 – Layoffs

(A) When ~~unit~~ employees are to be laid off as defined in the Florida Statutes, the ~~State~~ shall implement such layoff in ~~accordance with~~ the following manner:

(1) The competitive area for the bargaining unit shall be statewide unless the Department and ~~Association~~ **Union** agree otherwise.

(2) Layoff shall be by class or occupational level within the Security Services Bargaining Unit.

(3) An employee who ~~does not have Career Service status~~ **has not satisfactorily completed at least a one-year probationary period in his current position** may be laid off without applying the provision for retention rights.

(4) No employee with permanent status in ~~the affected class or level~~ **his current position** shall be laid off while an employee who does not hold permanent status **in his current position** is serving in that class or level unless the permanent employee does not elect to exercise his retention rights or does not meet the selective competition criteria.

(5) All employees who have permanent status in ~~the affected class or level~~ **their current positions** shall be ranked on a layoff list **for the affected class or level** based on the total retention points derived as follows:

(a) Length of service retention points shall be based on one point for each month of continuous service in a Career Service position.

(1) An employee who resigns from one Career Service position to accept employment in another Career Service position is not considered to have a break in service.

(2) An employee who has been laid off and is reemployed within one year from the date of the layoff, shall not be considered to have a break in service.

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break in service is more than 31 calendar days. Only time spent in the Career Service ~~can be~~ **is** counted in calculating retention points.

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the agency's established cutoff date. Five points shall be deducted for each month an employee has a rating below performance expectations.

(6) The layoff list shall be prepared by totaling retention points. Employees

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Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

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eligible for veterans' preference pursuant to ~~S~~section 295.07(1)(a) or (b), Florida Statutes, shall have ten percent added to their total retention points, and those eligible pursuant to ~~S~~section 295.07(1)(c) or (d), Florida Statutes, shall have five percent added.

(7) The employee with the highest total retention points is placed at the top of the list, and the employee with the lowest retention points is placed at the bottom of the list.

(8) The employee at the top of the list shall bump the employee at the bottom of the list. The next highest employee on the list and the remaining employees shall be handled in the same manner until the total number of filled positions in the class to be abolished is complete.

(9) Should two or more employees have the same combined total of retention points, the order of layoff shall be determined by giving preference for retention in the following sequence:

(a) The employee with the longest service in the affected class.

(b) The employee with the longest continuous service in the Career Service.

(c) The employee who is entitled to veteran~~s'~~ preference pursuant to ~~S~~section 295.07(1), Florida Statutes.

(10) An employee who has Career Service permanent status in his current position and ~~who~~ is to be laid off shall be given at least 14 calendar days notice of such layoff or in lieu thereof, two weeks pay, or a combination of days of notice and pay, in lieu of the full 14 calendar days notice. Any payment will be made to be paid at the employee's current hourly base rate of pay. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within seven (7) calendar days after receiving the notice of layoff, the employee shall have the right to request, in writing, a demotion or reassignment within the competitive area in lieu of layoff to a position in a class within the bargaining unit in which the employee held permanent status, or to a position in a class at the level of or below the class in the bargaining unit, in which the employee held permanent status within the series. ~~Such request must be in writing and reassignment or demotion cannot be effected to a higher class within the series.~~

(11) An employee's request for demotion or reassignment shall be granted unless it would cause the layoff of another employee who possesses a greater total of retention points.

(12) An employee who is adversely affected as a result of another employee having a greater number of retention points shall have the same right of reassignment or demotion under the same procedure as provided in this section.

(13) If an employee requests a demotion or reassignment in lieu of layoff, the same formula and criteria for establishing retention points for that class shall be used as

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State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

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prescribed in this section.

(B) If there is to be a layoff of employees, the State shall take all reasonable steps to place any adversely affected employees in existing vacancies for which they are qualified.

(C) If work performed by employees in this unit is to be performed by non-State employees, the State agrees to encourage the employing entity to consider any adversely affected unit employees for employment in its organization if the State has been unable to place the employees in other positions within the Career Service State Personnel System.

SECTION 2 - Job Security

The State shall make a reasonable effort to notify the Association Union at least thirty (~~30~~) days in advance of classes within the bargaining unit that will be involved in a layoff, and ~~also to include~~ of the scheduled closing of a correctional facility, or specific unit thereof. Prior to the actual layoff, or scheduled closing, the State will meet with the Association Union to discuss the effect of the layoff on the employees involved.

SECTION 3 – Recall

When a vacancy occurs, or a new position is established, laid off employees shall be recalled in the following manner:

(1) For one year following layoff, when a position is to be filled, or a new position is established in the same agency and in the same class within the affected competitive area, the a laid off employees with the highest number of retention points shall be offered reemployment, and subsequent offers shall be made in the order of the an employee's total retention points. Reemployment of such employees shall be with permanent status in their position. An employee who refuses such offer of reemployment shall forfeit any rights to subsequent placement offers as provided in this subsection.

(2) An employee, who accepts a voluntary demotion in lieu of layoff and is subsequently promoted to a position in the same class in the same agency from which the employee was demoted in lieu of layoff, shall be promoted with permanent status in the position.

(3) Under no circumstances is a layoff to be considered as a disciplinary action, and in the event an employee elects to appeal the action taken, such appeal must be based upon whether the layoff was in accordance with the provisions of this Article.

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Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

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Article 9
REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION

Employees who have attained permanent status in their current position ~~Career Service~~ and who meet all eligibility requirements shall have the opportunity to request reassignment, transfer, or change in duty station to vacant positions within their respective agencies in accordance with the provisions of this Article.

SECTION 1 – Definitions as used in this Article:

(A) "Duty station" shall mean the place, which is designated as an employee's official headquarters.

(B) "Change in duty station" shall mean the moving of an employee to a duty station located within fifty (50) miles, by highway, of his current duty station.

(C) "~~Occupational~~ 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. the same level within the employee's current occupation within the State classification system.

(D) "Reassignment" shall mean ~~the moving of an employee from one a position in one class/occupational~~ broadband level to a different position in the same class/occupational broadband level or to a different broadband level having the same maximum salary. with the same essential knowledge, skills and abilities, regardless of the location of the position.

(E) "Transfer" shall mean ~~the moving of an employee from one geographic area of the State to a different geographic location, which is~~ in excess of fifty (50) miles, by highway, from the employee's current duty station.

(F) "Agency needs" are those actions which the taken by an agency must take in order to meet its mission of protecting the public, providing a safe and humane environment for staff and offenders, working in partnership with the community to provide programs and services to offenders, and supervising offenders at a level of security commensurate with the danger they present.

(G) "Major institution" shall mean in the Department of Corrections, the main facility under the control of one warden, and will include the annexes, work camps, release centers, and other satellite/sister facilities under the authority of that main facility warden.

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Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

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SECTION 2 – Procedures

(A) An employee who has attained permanent status in ~~their~~ his current ~~class in the Career Service System~~ position may apply for a reassignment, transfer, or change in duty station on a Request for Reassignment Form (supplied by the agency). Such requests shall indicate county(ies), institution(s), and/or other work location(s) or shift(s) to which the employee would like to be reassigned. In the Department of Corrections, an employee in the correctional officer class series may only request reassignment, transfer, or change in duty station from one major institution to another major institution. ~~When the employee requests reassignment, a~~ A State of Florida Employment Application Form must be completed and sent with the Request for Reassignment Form.

(B) An employee may submit a Request for Reassignment Form at any time; however, all such requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request for Reassignment Forms shall be submitted to the Agency Head or ~~his~~ designee who shall be responsible for furnishing a copy of each such request to the manager(s) or supervisor(s) who have the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment.

(D) Except where a vacancy is filled by demotion, the manager or supervisor having hiring authority for that vacancy shall give first consideration to those employees who have submitted a Request for Reassignment Form; provided, however, that employees whose request for reassignment is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) The hiring authority shall normally fill a permanent vacancy with the employee who has the greatest length of service in the class/occupational broadband level and who has a Request for Reassignment Form on file for the vacancy. The parties agree, however, that other factors, such as employees' work history and agency needs, will be taken into consideration in making the decision as to whether or not the employee with the greatest length of service in the class/occupational broadband level will be placed in the vacant position.

(F) In the Department of Children and Families, if the employee with the greatest length of service in the class/occupational broadband level is not selected for the vacant position, all employees who have greater length of service in the class/occupational broadband level than the employee selected shall be notified in writing of the agency's decision.

(G) When an employee has been reassigned pursuant to a Rrequest filed under this

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Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

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Article, all other pending ~~Re~~quests for ~~Re~~assignment from that employee shall be canceled. No other ~~Re~~quest for ~~Re~~assignment may be filed by the employee under this Article for a period of ~~twelve~~ (12) months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a ~~Re~~quest filed under this Article, the employee's ~~Re~~quest shall be canceled and the employee ~~will is~~ not ~~be~~ eligible to resubmit that ~~Re~~quest for a period of ~~twelve~~ (12) months from the date the employee declined the offer of reassignment.

SECTION 3 - Involuntary Reassignment, Transfer, or Change in Duty Station

(A) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment, transfer, or change in duty station of any employee according to the needs of the agency; ~~however, the agency will make a good faith effort to take such action only when dictated by the needs of the agency, and in each case, will take into consideration the needs and circumstances of the employee prior to taking such action. For the Department of Corrections Article 23, Section 2(B)(2)a of this Agreement applies.~~

~~(B) In those instances where the Department of Corrections determines that an excessive caseload at a probation office requires the reassignment of an officer, such reassignment shall first be made on a volunteer basis, and next, on the basis of seniority with the least senior officer subject to reassignment.~~

SECTION 4 – Notice

An employee shall be given a minimum of ~~fourteen~~ (14) calendar days notice prior to the agency effecting any reassignment or transfer of the employee. In the case of a transfer, the agency will make a good faith effort to give a minimum of ~~thirty~~ (30) calendar days notice. The parties agree, however, that these notice requirements shall not be required during an emergency or other extraordinary conditions.

SECTION 5 – Relocation Allowance

An employee who is reassigned and ~~who is~~ required by agency policy to relocate his residence shall be granted time off with pay for one (1) workday for ~~this~~ purposes ~~of relocating his residence~~. 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

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State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

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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 Paragraph (E) of Section 2(E), Section 3, and Section 4 may be grieved in accordance with Article 6, up to and including Step 3 of the Grievance Procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.

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Michael Mattimore
State's Chief Labor Negotiator

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Mark Richard
Chief Negotiator

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Article 10 PROMOTIONS

(A) The State and the Association Union agree that promotions should be used to provide career mobility within the Career Service 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 Personnel Rules of the State Personnel System, will be followed when making such appointments.

SECTION 1 – Definitions

As used in this Article:

(A) "Occupational 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. the same level within the employee's current occupation within the State classification system.

(B) "Promotion" shall mean the moving changing the classification of an employee from a position in one class/occupational to a broadband level to a different position in another class/occupational 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 the moving changing the classification of an employee from a position in one class/occupational level to a different position in another class/occupational level to a broadband level having a lower maximum salary; or the changing of the classification of an employee to a broadband level having the same or a higher maximum salary but a lower level of responsibility.

SECTION 2 – Procedures

(A) An employee who has attained permanent status in the Career Service System his current position may apply for a promotion by submitting a Request for Promotion Form, furnished by the agency in which the promotional position is located, to be considered for promotional vacancies. Such requests shall indicate the class(es)/occupational broadband

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Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

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level(s), county(ies), institution(s), and/or other work locations to which the employee would like to be promoted. A State of Florida Employment Application Form must be completed and sent with the employee's Request for Promotion.

(B) An employee may submit a Request for Promotion at any time; however, all such requests shall expire on May 31 of each calendar year.

(C) When an employee has been promoted pursuant to a request filed under this Article, all other pending Requests for Promotion from that employee shall be canceled. No other Requests for Promotion may be filed by that employee under this Article for a period of twelve (12) months following the employee's promotion.

SECTION 3 – Method of Filling Vacancies

(A) Except where a vacancy is filled by demotion, or by reassignment as defined in Article 9 of this Agreement, those 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.

SECTION 4 – Probationary Status on Promotion

(A) An employee who has been appointed to a classification or occupational level position must successfully complete at least a one-year probationary period, and shall attain permanent status in that classification or occupational level position upon successful completion of the designated probationary period. Such employee shall not lose permanent status in such classification or occupational level with the same agency and within the career service system.

(B) An employee who has obtained permanent status in a classification or occupational level who fails, due to performance, to satisfactorily complete the probation in the promotional classification or occupational level shall be demoted to the former classification or occupational level previously held by the employee in an available vacant position. An employee serving a probationary period in a position to which he has received an internal agency

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State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

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promotion may be removed from that promotional position at any time during the probationary period. If his former position, or a comparable position, is vacant, the employee is to be placed in such position. If such a position is not available, before dismissal, the agency shall make a reasonable effort to retain the employee in another vacant position. This process does not apply to terminations for cause nor does it create a right to bump an employee from an occupied position.

(1) If the employee is demoted into their former position or a comparable position, such a demotion shall be with permanent status, provided the employee previously held attained permanent status in the agency in the lower class/occupational level position.

(2) The employee's salary will be reduced in accordance with the agency's pay upon demotion policy.

(3) Such demotion shall not be grievable under the contractual grievance procedure.

(4) Such demotion shall not preclude the agency from seeking to discipline the employee for just cause based upon specific acts of misconduct.

SECTION 5 – Relocation Allowance

An employee who is promoted and who is required by agency policy to relocate his residence shall be granted time off with pay for one (1) workday for this purposes of relocating his residence. In addition, the employee shall be granted travel time to the new location based on the most direct route. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime.

SECTION 6 – Grievability

(A) The provisions of this Article may be grieved in accordance with Article 6, up to and including Step 3 of the Grievance Procedure, whose which decision shall be final and binding.

(B) Should If the Secretary of 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 re-conducted in accordance with the standard selection process.

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Michael Mattimore
State's Chief Labor Negotiator

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Chief Negotiator

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Article 11
CLASSIFICATION REVIEW

(A) When an employee alleges that ~~the employee~~ **he** is being regularly required to perform duties which are not included in the position description of ~~the~~ **his** position ~~being filled by the employee~~, and the employee alleges that the duties assigned are not included in the official Career Service class specification to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or **his** designee shall review the duties as requested. The employee will receive a copy of the written decision within ~~sixty (60)~~ days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

(B) If the employee is not satisfied with the decision, the employee, with or without representation, may request in writing a review by the Secretary of the Department of Management Services or **its** designee. The ~~Secretary's or its designees'~~ review will be in accordance with Chapter 110, Florida Statutes.

(C) The written decision of the Secretary of the Department of Management Services or **its** designee as to the classification of the position shall be final and binding on all parties.

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Michael Mattimore
State's Chief Labor Negotiator

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Chief Negotiator

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Article 12
PERSONNEL RECORDS

SECTION 1 – Personnel Files

(A) There shall be only one official personnel file for each employee, which shall be maintained in the central personnel office of by the employing agency unless a different location is designated by the Secretary of the Department of Management Services or its designee, which may be a contractor. Duplicate personnel files may be established and maintained within an agency. Such duplicate personnel files may contain part or all of the items filed in the official personnel file, but may not contain any items, which are not filed in the official personnel file. Information in an employee's official personnel file shall only refer to matters concerning (affecting) the employee's job or related to his State employment.

(B) If any derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee will have the right to answer any such material filed, and his the answer will be attached to the file copy.

(C) An employee will have the right to review his own official personnel file and any duplicate personnel files at reasonable times under the supervision of the designated records custodian.

(D) Where the Agency Head or its designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee's personnel file in error or is otherwise invalid, such document shall be placed in an envelope together with a letter of explanation. The envelope shall be sealed, stamped "NOT VALID", and retained in the employee's personnel file for at least one (1) year after final action as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State; provided, however, that the document shall be removed upon the employee's written request in accordance with the foregoing records schedule.

SECTION 2 – Letters of Counseling

(A) The State and the Association Union agree that a letter of counseling or counseling notice is not discipline and not subject to the grievance procedure. Such materials are documentation of minor work deficiencies and are appropriately utilized in evaluating the performance of an employee or documenting adherence to an agency's standards of conduct.

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State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

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(B) The Department of Corrections will not issue letters of counseling or counseling notices.

(C) A letter of counseling or counseling notice will not be considered in determining progressive discipline provided the employee has not been counseled or disciplined for the same offense during the succeeding ~~twelve~~ (12) months, except it may be cited to demonstrate the employee had been previously noticed of the same performance or conduct deficiency.

SECTION 3 – Supervisory Counseling Memorandums

The Department of Corrections may issue Supervisory Counseling Memorandums, which shall be considered supervisory notes and maintained by a supervisor in a working file. Such documents shall not become part of the employee's official personnel file; however, such documentation may be used by the Department of Corrections at an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance concerns.

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Michael Mattimore
State's Chief Labor Negotiator

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Mark Richard
Chief Negotiator

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Article 13
SAFETY

SECTION 1 – Safety Committee

(A) It shall be the policy of the ~~State of Florida~~ to make every reasonable effort to provide employees a safe and healthy working environment.

(B) Where management has created a safety committee in a ~~State~~-controlled facility, the ~~unit~~ employees shall select at least one person at the facility to serve on such committee.

(C) Where management has not established a safety committee, both the ~~State~~ and ~~Association Union~~ shall work toward the establishment of one in each ~~State~~-controlled facility.

SECTION 2 – Employee Safety

(A) Any employee ~~becoming~~ ~~who becomes~~ aware of a work-related accident shall immediately notify the supervisor of the area where the incident occurred.

(B) When an employee believes that an unsafe working condition exists in the work area, the employee shall immediately report the condition to the supervisor. The supervisor shall investigate the report, and make a reasonable effort to take action deemed appropriate.

SECTION 3 – Grievability

Complaints which arise under the application or interpretation of this Article shall be grievable, but only up to Step 3 of the ~~G~~grievance ~~P~~procedure of the Agreement.

SECTION 4 – Communicable Diseases

(A) In institutions, centers, and units in which inmates and/or patients with AIDS or other communicable diseases are isolated due to their condition, employees entering such areas shall have such protective wear and equipment made available to them as is made available to health care employees working in that area.

(B) ~~Bargaining unit~~ Employees shall not be required to handle, examine, or test materials from the human body of inmates, offenders, or clients under their supervision except in accordance with the rules and regulations of the agency regarding the handling and testing of such materials.

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

Date

Date

(C) The agencies shall make available to ~~bargaining unit~~ 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

~~(A)~~ 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 may be authorized to carry a firearm while on duty in accordance with Rules of the Department of Corrections, Chapter ~~33-24~~ 33-302, Florida Administrative Code.

~~(B)~~ ~~The Department of Corrections will revise Rule 33-302.104, Florida Administrative Code to allow correctional probation officers to carry their weapons openly on a belt holster designed to secure the weapon in a safe manner. Additionally, an officer is authorized to carry a 9 millimeter pistol as an authorized weapon. The qualification requirements and standards as set forth in the rule shall continue to apply; however, the rule provisions relating to the firearm type and ammunition shall be modified to provide for use of the 9 millimeter pistol.~~

~~(C)~~ ~~The Department of Corrections agrees to continue the new verification standards as outlined in Procedure Memorandum 302.303, titled Offender Supervision and Contact Requirements revised February 7, 2005.~~

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 ~~of the Security Services Unit~~ 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. ~~No an~~ empty ammunition box or metal coin box, or ~~in the a~~ glove compartment are not lockboxes for this purpose.

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

Date

Date

(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 the Teamsters

Mark Richard
Chief Negotiator

Date

Article 14
PERFORMANCE EVALUATIONS

(A) Employees shall be evaluated by their immediate supervisors or designated raters, who shall be held accountable for such reviews. Performance reviews shall be conducted in accordance with Rule 60L-35, Florida Administrative Code, Performance Evaluation System.

(B) The parties agree that performance evaluations are not grievable under Article 6 of this Agreement; however a performance evaluation may be contested if it serves as the basis for a suspension or dismissal.

(C) Any employee who has attained permanent status in his current ~~class or occupational level for a~~ position shall be provided a reasonable opportunity to correct performance deficiencies.

(D) The use of counseling shall not preclude an agency from seeking to discipline an employee for cause based upon a specific violation of a conduct standard.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 15
SENIORITY

(A) For the purpose of this Agreement, "seniority" shall be defined as service in the job classification/occupational level positions covered by this bargaining unit with no break in service; provided, however, that an employee shall be considered to have a break in such service when the employee separates, and is not on any State Personnel System payroll for at least 31 calendar days following the separation.

(B) Due regard shall be given to seniority in accordance with the provisions of Article 9, Section 2(F), and Article 23, Section 2(B) and (D).

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 16
DRUG TESTING

(A) The ~~State~~ and the ~~Association Union~~ agree to drug testing of ~~bargaining unit~~ employees in accordance with ~~Section~~ 112.0455, Florida Statutes, Drug-Free Workplace Act. In accordance with ~~Section~~ 944.474, Florida Statutes, and Department of Corrections Personnel Procedures, all employees in the Correctional Officer and Correctional Probation Officer series shall be subject to random drug testing.

(B) Special risk classes for drug testing purposes within the bargaining unit are denoted by an asterisk in Appendix A. Special risk means employees who are required as a condition of employment to be certified under Chapter 633 or Chapter 943, Florida Statutes.

(C) An employee shall have the right to grieve ~~any~~ disciplinary action taken under ~~Section~~ 112.0455, Florida Statutes or ~~Section~~ 944.474, Florida Statutes, subject to the limitations on the grievability of disciplinary actions in Article 7. If an employee is not disciplined but is denied a demotion, reassignment, or promotion as a result of a positive confirmed drug test, the employee shall have the right to grieve such action in accordance with Article 6.

(D) ~~Any~~ ~~s~~ Searches ~~conducted~~ of employees of the Department of Corrections shall be in accordance with the provisions of the Rules of the Department of Corrections, Chapter 33-4, Florida Administrative Code.

(E) If an employee's personal property suffers damage or destruction in the course of a drug search on Department of Corrections' property, the employee may submit a claim for reimbursement under the provisions of Article 19.

(F) The Department of Corrections and ~~the Association Union~~ agree that ~~a bargaining unit an~~ employee who commits a violent act(s) or violent behavior, not within the performance of the employee's duties, while on or off duty, may be required to submit to a reasonable suspicion test for the illegal use of controlled substances, steroids, or alcohol.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 17
DEATH IN-LINE-OF-DUTY BENEFITS

- (A) Funeral and burial expenses will be as provided in **Section** 112.19, Florida Statutes.
- (B) Education benefits will be as provided in **Section** 112.19, Florida Statutes.
- (C) State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be as provided in **Section** 110.123, Florida Statutes.
- (D) Any complaint or claim by an employee or the **Association Union** concerning this Article shall not be subject to the **G**rievance **P**rocedure of this Agreement.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 18
LEAVES OF ABSENCE

SECTION 1 – Leaves

The parties specifically agree that the attendance and leave provisions as contained in Chapter Rule 60L-34, of the Personnel Rules Florida Administrative Code, including the accrual, usage, and payment of sick and annual leave upon separation from Career Service employment shall apply to all bargaining unit employees.

SECTION 2 – Negotiation Committee

(A) The Association Union may designate certain employees within this unit to serve as its Negotiation Committee, and such employees will be granted administrative leave to attend negotiating sessions with the State. An employee serving on the Negotiation Committee shall also be granted a maximum of eight (8) hours administrative leave to attend a negotiation preparatory meeting to be held the calendar day immediately preceding each scheduled negotiation session, provided that the negotiation preparatory meeting is held on what would otherwise be the employee's normal workday. No individual 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 of administrative leave, including the hours spent in negotiation preparatory meetings, paid provided to all employees on the Association's Union's Negotiation Committee shall not exceed five hundred (500) hours. The time in attendance at such preparatory meetings and negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at preparatory meetings or negotiating sessions.

(B) No more than two (2) employees shall be selected from the same work unit at any one time, nor shall the selection of any employee unduly hamper the operations of the work unit.

SECTION 3 – Association Union Activities

Employees covered by this Agreement shall have the right to request leave without pay, annual, or compensatory leave for the purpose of attending Association Union conventions, conferences, and meetings. When such requests cannot be granted, the supervisor shall provide such denial in writing.

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

Date

Date

Article 19
REPLACEMENT OF PERSONAL PROPERTY

(A) An employee, while on duty and acting within the scope of employment involving direct contact with an inmate, probationer, parolee, or forensic patient, who suffers damage or destruction of the employee's watch or prescription glasses, or such other items of personal property as have been given prior approval by the Agency Head or his designee as being required by the employee to adequately perform the duties of the position, will be reimbursed or have such property repaired or replaced as provided herein. A written report must be filed detailing the circumstances under which such property was damaged or destroyed. Upon verification by the Agency of the circumstances under which the damage or destruction occurred, and upon proper documentation by the employee of the amount expended, the State shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts:

- (1) Watch - \$75
- (2) Prescription Glasses - \$300 (including any required examination)
- (3) Other Items - The Agency Head or his designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.
- (4) Total Allowable per Incident - \$600

(B) Such reimbursement shall be with the approval of the Agency Head. Approval shall not be unreasonably withheld.

(C) Employees of the Department of Corrections, who are required to use their personal vehicles in the performance of their job duties, may file claims in the event of willful and/or intentional infliction of damages by parties known or unknown to their personal vehicle while on official state business. Such claims for reimbursement may be filed in accordance with the provisions of the Rules of the Department of Corrections, Section 33-4.014, Florida Administrative Code.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

**Article 20
TRAINING**

The Sstate and the Association Union recognize the importance of training programs in the development of the employees of the Sstate.

SECTION 1 – Employee Education

(A) The Sstate may allow employees time off with pay for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position.

(B) Such training/education shall be considered as time worked and may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his Agency Head; and such training/education does not interfere with agency services.

(C) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(D) Subsections (A) and (B) above do not preclude the Sstate from assigning employees to attend training courses as determined by management.

SECTION 2 – Trainees

The Department of Corrections will make a good faith effort to ensure that employees appointed with trainee status are enrolled in basic recruit training within three months following such appointment.

SECTION 3 – Access to Employee Orientation and Training Academies

The Department of Corrections will allow the Association Union access to new employee orientation and to its own training academies. Representatives of the Association Union will be permitted to address new employees at orientation or the academies during lunch or break periods and may issue each recruit a copy of the current Security Services Collective Bargaining Agreement, discuss the provisions of the Agreement, and programs available through the Association Union. A presentation may be made only once per academy class.

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

Date

Date

SECTION 4 – Educational Assistance Plan

The State shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law. ~~During the term of this agreement, and subject to additional funding, the Governor agrees to seek approval of the Legislature to continue the existing program for the provision of tuition free courses.~~

SECTION 5 – Grievability

Any claim by an employee or the ~~Association~~ Union concerning this Article shall not be subject to the ~~G~~grievance ~~P~~procedure of this Agreement.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 21

COMPENSATION FOR TEMPORARY SPECIAL DUTY IN HIGHER LEVEL POSITION

(A) Each time an employee is designated in writing by the employee's immediate supervisor to act in a vacant established position in a higher broadband level than the employee's current broadband level, and **actually** performs a major portion of the duties of the higher level position, irrespective of whether the higher level position is funded, for **a period of time** more than **twenty-two (22)** workdays within any six (6) consecutive months, the employee shall be eligible to receive a temporary special duty additive in accordance with **Chapter Rule** 60L-32, Florida Administrative Code **and applicable law**, beginning with the 23rd day.

(B) Employees being paid at a higher rate while temporarily acting in a position in a higher broadband level will be returned to their regular rate of pay when the period of temporary special duty in the higher broadband level is ended.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 22
JOB-CONNECTED DISABILITY

SECTION 1 – Section 440.15, Florida Statutes, Full-Pay Status

(A) An employee who sustains a job-connected disability and meets the eligibility requirements, as provided for in Section 440.15, Florida Statutes, may be carried in full-pay status.

(B) Any claim by an employee or the Association Union concerning this Section shall not be subject to the Grievance Procedure of this Agreement.

SECTION 2 – Chapter Rule 60L-34, Florida Administrative Code, Disability Leave with Pay

(A) An employee who sustains a job-connected disability which is not covered by Section 1 above, is eligible for disability leave with pay under the provisions of Chapter Rule 60L-34, Florida Administrative Code. The Agency Head or his designee shall not unreasonably refuse to submit a request to carry an employee in full-pay status under the provisions of Chapter Rule 60L-34, Florida Administrative Code provided, however, the Secretary of the Department of Management Services or his designee shall have the right to determine whether or not an employee should be carried in full-pay status for more than twenty-six (26) weeks.

(B) An employee shall not be required to use accrued compensatory or annual leave in order to be eligible to be carried in full-pay status under Chapter Rule 60L-34, Florida Administrative Code. However, no employee shall be carried in full-pay status until he has utilized 100 hours of accumulated sick leave, annual leave, compensatory leave, or leave without pay.

SECTION 3 – Alternate Duty

(A) Where an employee is eligible for disability leave with pay under the Personnel 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 his designee shall give due consideration to any request by the employee to be temporarily assigned duties within the employee's medical restrictions. This assignment shall have no effect on the agency's ability to make a different assignment based upon current medical opinion.

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

Date

Date

(B) Where an employee suffers an injury in the line of duty, and is permanently unable to perform his normal work duties, the Agency Head or **his** designee shall attempt to reasonably accommodate any written request by the employee to be assigned duties in a different vacant classification within the employee's medical restrictions.

(C) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 3. The decision of the Department of Management Services shall be final and binding on all parties.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 23
HOURS OF WORK/OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal workweek for each full-time employee shall be ~~forty (40)~~ hours unless the employee is on an agency-established extended work period. Except for emergency circumstances, the normal work day for the Department of Corrections shall be ~~is~~ eight (8) hours, ~~or~~ ten (10) hours for its employees assigned to the public and ~~or~~ Department of Transportation work squads, ~~or twelve (12) hours~~. The parties agree that the issue of the hours in a normal work day for Department of Corrections employees 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 the employees with consecutive hours in the workday and consecutive days in the workweek.

(C) Work beyond the normal workweek shall be recognized in accordance with the provisions of Chapter Rule 60L-34, Florida Administrative Code; however, employees will only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits.

(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 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) The Association Union agrees to support those changes in Chapter 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.

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 ~~fourteen (14)~~ calendar days in advance, and will reflect at least a two (2) workweek schedule; however, the

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

Date

Date

State will make a good faith effort to reflect a one (1) month schedule. In the event an employee's shift, workdays or hours are changed while the employee is on approved leave, the agency will make a good faith effort to notify the employee of the change at his home. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

(B) For shifts, shift transfers and shift rotation changes the following shall apply:

(1) In the Department of Children and Families where practical, shifts, shift transfers 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 Association Union understand that there may be times when the needs of the agency will not permit such scheduling; however, when an employee's shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee on the new shift or regular days off for a minimum of twelve (12) months unless otherwise requested by the employee.

(2) For the Department of Corrections where practical, shifts, shift transfers 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 employee 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. The State and the Association understand that there may be times when the needs of the agency will not permit such scheduling as outlined in subsection (f) below. Shift scheduling will be managed as follows:

(a) — There will be no shift rotation or shift change unless the employee requests a shift and/or regular days off change or requests a reassignment provided the employee has at least two (2) or more years of continuous work experience with no break in service in her/his current class with the Florida Department of Corrections.

(b) — When a vacancy occurs on a shift (excluding the specialized positions on the administrative shift listed in paragraph (c) below) the employee with the greatest length of service in the class who has a valid Request for Shift Change on file shall be given the vacancy. A minimum (benchmark) of twenty five (25) percent of each shift may consist of experienced Correctional Officers and Correctional Officer Sergeants who have at least two (2) years of experience as permanent status in the respective class/occupational level. If any shift has fewer than twenty five (25) percent of experienced Correctional Officers or Correctional Officer Sergeants, then twenty five (25) percent of the total number of experienced officers

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

Date

Date

~~available in the respective broadband will become the benchmark for minimum experience on each shift. Correctional Officers in trainee or probationary status may be evenly distributed on shifts or rotated as necessary based on the needs of the agency.~~

~~(e) — Management is responsible for the selection of specialized positions on the administrative shift such as arsenal, canine, lock and key, etc.~~

~~(d) — Management will keep a lieutenant or captain on the same shift and days off for a minimum of twelve (12) consecutive months; however, staffing shortages or emergencies may require a temporary change in shift or days off during the twelve (12) months, or longer period. The lieutenant or captain will return to the regular shift/days off after the shortage or emergency is resolved for the twelve (12) consecutive months. Otherwise when a vacancy occurs on a shift, the lieutenant or captain with the greatest length of service in the class who has a valid Request of Shift Change on file shall be given first consideration for the vacancy.~~

~~(e) — Prior to the assignment of new officers, or as vacancies occur, the Correctional Officer Chief will review requests for shift change in accordance with Department of Corrections Procedure. The Correctional Officer Chief will make shift assignments in relation to work experience, gender, ethnicity, etc., however, officers will not be reassigned or their shift changed solely to achieve the twenty five (25) percent benchmark on a shift.~~

~~(f) — Employees under formal investigation or on a performance improvement plan may have their shift/office changed as deemed necessary by the Department of Corrections.~~

~~(g) — 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 ~~sixty (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 ~~issued February 19, 2002.~~

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

Date

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(E) Correctional probation officers (excluding community control officers) who carry a regular caseload may be required to work a maximum of ~~sixteen (16)~~ hours per month outside the normal 8 a.m. to 5 p.m., Monday through Friday schedule. The ~~sixteen (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 ~~sixteen (16)~~ hours of field work in a month. Officers must receive prior approval from their supervisor before implementing their work schedule.

(F) A complaint concerning this Section may be grieved in accordance with Article 6 of this Agreement up to and including Step 3. The decision of the Step 3 Management Representative shall be final and binding on all parties.

SECTION 3 – Rest Periods

(A) No supervisor shall unreasonably deny an employee a ~~fifteen (15)~~ minute rest period during each four (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a post of duty assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his duty post.

(B) An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival on duty or early departure from duty.

SECTION 4 – 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 ~~Chapter Rule~~ 60L-34, Florida Administrative Code.

SECTION 5 – Non-Required Work Time

~~Bargaining Unit e~~ Employees shall not be required to volunteer time to the ~~S~~state.

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

Date

Date

SECTION 6 – Special Compensatory/Leave Credit Balances

(A) When an employee is required to work on a holiday observed pursuant to the Personnel Rules any special compensatory leave earned at the end of the workweek, work period, or extended work period, shall be taken with the mutual agreement of the employee and the supervisor provided the special compensatory leave is taken within sixty (60) calendar days of the holiday. Thereafter, the special compensatory leave will be scheduled at the discretion of the supervisor.

(B) During the term of this Agreement, an employee may be required to reduce accumulated special compensatory leave credit balances to a level of 240 hours. Where an employee is required to reduce special compensatory time, the employee shall be provided seven (7) days notice of such leave. Such required leave shall be scheduled at a minimum of eight (8) hour increments if such hours are available.

(A) Special compensatory leave will be earned and credited pursuant to Rule 60L-34, Florida Administrative Code. In no case shall the employee's accrued special compensatory leave balance exceed 240 hours.

(B) In the event that the employee's current special compensatory leave balance is at the 240 hour maximum, and the employee is required to work under conditions that would normally earn special compensatory leave credits, no additional special compensatory leave is earned.

(C) Unless otherwise prohibited by law or rule, all requests for use of approved leave, other than administrative leave, shall first be charged to any special compensatory leave credits the employee has accrued.

SECTION 7 – Compulsory Disability Leave

An agency may require an employee to use earned leave credits to cover the period between the agency's determination that the employee may be unable to perform assigned duties and the results of an agency-ordered medical examination. The medical examination shall be in accordance with the provisions of Chapter Rule 60L-34, Florida Administrative Code. If the medical examination confirms that the employee is able to perform assigned duties, then 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

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Mark Richard
Chief Negotiator

Date

Article 24
ON-CALL ASSIGNMENT AND CALL-BACK

SECTION 1 – On-Call

"On-call" assignment shall be as defined in **Chapter Rule** 60L-32, Florida Administrative Code.

SECTION 2 – On-Call Fee

(A) When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of one dollar (\$1.00) per hour for each hour such employee is required to be on-call. If an on-call period is less than one (1) hour, the time while on-call will be rounded to the nearest 1/4 hour and the employee will be paid twenty-five cents (**\$0.25**) for each 1/4 hour of on-call assignment.

(B) An employee who is required to be on-call on a Saturday, Sunday, or holiday as listed in **Section** 110.117, Florida Statutes, will be compensated by payment of a fee in an amount equal to one-fourth (1/4) of the statewide minimum for the employee's class or at the rate specified in the above paragraph, whichever is greater, for each eight (8) hour period such employee is required to be available.

SECTION 3 – Call-Back

(A) **When** ~~An~~ employee **who has been placed on-call in accordance with Section 1 above, is called back to the work location to perform assigned duties, the employee beyond the employee's scheduled hours of work for that day,** shall be credited for actual time worked, or a minimum of two (2) 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 (3) hours. The rate of compensation shall be in accordance with the **Personnel Rules of the State Personnel System.**

(B) For ~~the purposes of GPS (Global Positioning System) calls only, an~~ 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 **fifteen (15)** minutes for each separate incident. While the statewide average

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

Date

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to clear a call is ~~twelve~~ (12) minutes, occasionally a call may take longer than ~~fifteen~~ (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 ~~Association~~ Union has any concerns with the program.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – Pay Provisions – General

(A) Pay shall be in accordance with the Fiscal Year ~~2011-2012~~ 2012-13 General Appropriations Act ~~as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands.~~

(B) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year ~~2011-2012~~ 2012-13 General Appropriations Act.

SECTION 2 – Other Pay Provisions

The following provisions shall apply to all appointments of employees to positions allocated to ~~the Security Services Unit ["Unit"]~~ classifications or occupational 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 Career Service State Personnel System. The pay grades and rates of pay shall be determined in accordance with the Schedule of Salary Ranges of the Career Service Pay Plan. An employee receiving an original, promotion, reassignment, transfer, or demotion appointment shall have a base rate of pay equal to an amount within the pay range, subject to the following:

(A) Initial Appointment

The following shall apply to all Unit employees who, ~~on or after July 1, 2007,~~ are appointed to a position ~~in the Unit~~ with probationary status:

(1) Persons appointed to a Unit 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 occupational 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 occupational broadband level to which appointed, effective the date of certification. Appointments above the minimum may be approved by the Agency Head or ~~their~~ designee.

(3) Persons holding a current Certificate of Completion for basic recruit training issued by the Criminal Justice Standards and Training Commission at the time of appointment will have their biweekly base rate of pay established at the minimum of the pay grade for the class or occupational broadband level to which the appointment is made.

(4) The probationary period shall be ~~twelve (12)~~ months for any employee

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

Date

Date

appointed to a **Unit** position with probationary status.

(5) Time spent as a trainee prior to receiving a Certification of Completion shall not be counted toward completion of the probationary period.

(B) Pay upon Promotion Appointment

When promoted (~~i.e., changing the classification/occupational level of an employee to a Unit class/occupational level having a higher maximum salary~~) from one position in the Unit to another position in the Unit, the employee shall receive a promotional pay increase in biweekly base rate of pay by being placed in the higher pay grade a minimum of five percent (5%) above the employee's base rate of pay in the lower class or **occupational broadband** level, contingent upon funds being available, or to the minimum of the higher pay grade, whichever is greater at **a the** time of promotion. An exception to this provision shall be when the employee is demoted and subsequently promoted back to the former classification or **occupational broadband** level, or to a classification assigned to the same **occupational broadband** level in the Security Services Unit, within the succeeding ~~twelve (12)~~ months, in which case the employee shall receive the same amount upon increase as was received when demoted. The Agency Head may, at **their his** discretion, grant the employee **an advancement of** 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 **occupational broadband** level.

(C) Pay upon Demotion Appointment

When demoted (~~i.e., changing the classification/occupational level of an employee to a Unit class/occupational level having a lower maximum salary~~) from one position in the Unit to another position in the Unit, the employee's biweekly base rate of pay in the lower class or **occupational broadband** level shall be determined in accordance with the following:

(1) If the employee is demoted before **having** satisfactorily **completed completing** the probationary period for ~~any Unit class/occupational level~~ **the current position, and attaining permanent status**, the employee's **biweekly** base rate of pay in the lower class/**occupational broadband** level shall be determined in the same manner as an initial appointment.

(2) If the employee **attained permanent status in a bargaining unit position prior to promotion, and** is demoted before **having** satisfactorily **completed completing** the probationary period for the higher class/**occupational broadband** level, the employee's **biweekly** base rate of pay shall be reduced to the amount, **which** the employee was being paid when promoted.

(3) If the employee is demoted after **having** satisfactorily **completed completing** the probationary period for the higher class/**occupational broadband** level, the employee's **biweekly** base rate of pay shall be reduced to the amount, **which** the employee was being paid when promoted. The **amount at which the** employee's **pay is placed** in the lower pay

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

Date

Date

grade shall be at the discretion of the Agency Head or ~~their~~ designee. Normally, the employee's ~~biweekly~~ base rate of pay will be reduced to the same amount ~~at which~~ the employee was ~~being~~ paid when promoted. However, in no case shall the employee's ~~biweekly~~ base rate of pay in the lower class/~~occupational~~ ~~broadband~~ level exceed the employee's ~~biweekly~~ base rate of pay in the higher class/~~occupational~~ ~~broadband~~ level, nor shall the employee be placed at an amount within the lower pay grade which is less than ~~the amount within the lower pay grade which is less than~~ ~~the amount at which~~ the employee was being paid at the time of the promotion.

SECTION 3 – Deployment to a Facility or Area Closed due to Emergency

In accordance with the authority provided in the Fiscal Year ~~2011-2012~~ ~~2012-13~~ 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, ~~S~~section 110.219(7), Florida Statutes.

SECTION 5 – Performance Pay

Each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to ~~Chapter~~ ~~Rule~~ 60L-35, Florida Administrative Code.

SECTION 6 – Savings Sharing Program

An employee or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
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.

SECTION 2 – Uniform Maintenance Allowance for Correctional Officers and Institutional Security Specialists

The State will provide unit correctional officers and institutional security specialists who are furnished and required to wear a uniform, a maintenance allowance in the amount of \$250.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the agency without cost to the employee; in addition, such correctional officers and institutional security specialists shall receive a shoe allowance in the amount of \$75.00 annually.

SECTION 3 – Badges

(A) Correctional officers and correctional probation officers shall be issued badges according to the following specifications:

(1) Badges issued to correctional officers below the rank of lieutenant shall be silver metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(2) Badges issued to correctional officers at the rank of lieutenant and above shall be gold metal, black lettering and pre-numbered. These badges shall be worn on the officers' uniforms in a manner consistent with department policy and procedures.

(3) Badges issued to correctional probation officers shall be police size. These badges shall be carried in badge cases and in accordance with department procedure.

(B) Correctional officers are only authorized to wear issued badges with the correctional officer class "A" or "C" uniform, and only while performing official duties, or while in uniform and traveling to or returning from their official duty station.

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

Date

Date

(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 **with 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 **are eligible to retire** from the **State of** Florida Retirement System, including retirement under medical disability, shall be authorized to retain their issued badge.

(F) The badge of a correctional officer or a correctional probation officer who is killed in the line of duty shall be presented to the employee's next of kin.

(G) Upon request, correctional officers and correctional probation officers who are promoted or transferred to other positions may retain their badge if they are in good standing with the department and pay the cost of the badge.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 27
INSURANCE BENEFITS

SECTION 1 – Health Insurance

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with any statutory provision or Act affecting the plan or its operation.

SECTION 2 – Retirement

Consistent with § 121.011(3)(d), Florida Statutes, and *Florida Sheriff's Association v. Dept. of Admin.*, 408 So.2d 1033 (Fla. 1981), all benefits, rights, entitlements, and/or guarantees under the Florida Retirement System are in the nature of a contract right only to the extent that they are based on prior periods of service and/or benefits already accrued. There can be no contractual right to any retirement benefits, rights, entitlements, and/or guarantees that would accrue based on future service because the Legislature possesses the authority to prospectively alter retirement benefits for future state service.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 28
TRAVEL EXPENSES

With the prior approval of the Agency Head, travel expenses of employees incurred in the performance of a public purpose authorized by law will be paid in accordance with Section 112.061, Florida Statutes. The State will make a good faith effort to pay travel vouchers within thirty (30) days after they have been properly completed and submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 29
NO STRIKE

(A) During the term of this Agreement, neither the **Association Union** nor its officers or agents or any employee **will**, for any reason, **will** authorize, institute, aid, condone, or engage in a slowdown, work stoppage, **or** strike; interfere with the work and statutory functions or obligations of the **Sstate**; or engage in any other activities which are prohibited in **Ssection** 447.203(6), Florida Statutes.

(B) The **Association Union** agrees to notify all of its local offices and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. The **Association Union** further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption, which may be caused or initiated by others.

(C) The **Sstate** may discharge or discipline any employee who violates the provisions of this Article and the **Association Union** will not resort to the **Ggrievance Pprocedure** on such employee's behalf; however, if the issue is whether **or not** the employee engaged in activities prohibited by this Article, the **Association Union** may elect to represent the employee in such grievance through the **Ggrievance Pprocedure**.

(D) Nothing contained herein shall preclude the **Sstate** from obtaining judicial restraint and damages in the event of a violation of this Article.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 30
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 31
MANAGEMENT RIGHTS

The ~~Association~~ **Union** agrees that the ~~S~~state has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, except as abridged or modified by the express provisions of this Agreement; provided, however, that the exercise of such rights shall not preclude an employee or employee representative from raising a grievance on any such decision which violates the terms and conditions of this Agreement.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 32
ENTIRE AGREEMENT

SECTION 1 – Agreement

(A) This Agreement, ~~upon ratification,~~ supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) Except as to the above subjects, the State and the Association Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2 – Memorandum of Understanding/Settlements

The parties recognize that during the term of this Agreement, situations may arise which require terms and conditions not specifically and clearly set forth in the Agreement ~~must to~~ be clarified or amended. Under such circumstances, the Association Union is specifically authorized by ~~bargaining unit~~ employees to enter into the settlement of grievance disputes or memorandums of understanding, which clarify or amend this Agreement, without having to be ratified by ~~bargaining unit members~~ employees.

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

Date

Date

Article 33
SAVINGS CLAUSE

(A) If any provision of this Agreement is in contravention of the laws or regulations of the United States or of this State, by reason of any court action or existing or subsequently enacted legislation, or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 447.309(3), Florida Statutes, then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

(B) If any provision of this Agreement is found to have the effect of causing the State to be denied funds otherwise available through federal funding, then such provision shall not be applicable, performed, or enforced.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

Article 34
DURATION

SECTION 1 – Term

(A) This Agreement ~~shall be effective upon ratification, and~~ shall remain in full force and effect through the thirtieth day of June ~~2012~~ 2013. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

(B) In the event that the ~~S~~state and the ~~Association~~ Union fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

SECTION 2 – Notices

(A) In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in Section 1 above.

(B) Notices thereunder shall be given by registered or certified mail, and if by the ~~S~~state shall be addressed to the ~~Florida Police Benevolent Association, Inc., at 300 East Brevard Street, Tallahassee, Florida 32301~~ Teamsters Local Union No. 2011, 5818 E. Dr. Martin Luther King, Jr., Blvd., Tampa, Florida 33619; and if by the ~~Association~~ Union shall be addressed to the ~~Office of the Secretary and the Office of the General Counsel~~ Chief Labor Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood

For the State

For the Teamsters

Michael Mattimore
State's Chief Labor Negotiator

Mark Richard
Chief Negotiator

Date

Date

that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above, would apply only to those employees permanently or temporarily assigned to such areas.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the Teamsters

Mark Richard
Chief Negotiator

Date

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JAMES P. HOFFA
General President

25 Louisiana Avenue, NW
Washington, DC 20001



C. THOMAS KEEGEL
General Secretary-Treasurer

202 624 6600
www.teamster.org

VIA ELECTRONIC MAIL

December 6, 2011

Mr. Michael Mattimore
Chief Labor Negotiator
c/o Department of Management Services
Office of General Counsel
4050 Esplanade Way, Suite 160
Tallahassee, FL 32399-0950

Re: Fiscal Year (FY) 2011-12 SSU CBA and
Fiscal Year (FY) 2012-13 SSU CBA

Dear Mr. Mattimore:

This letter is being submitted on behalf of Teamsters Local Union No. 2011 (Local 2011) concerning the current collective bargaining agreement (FY 2011-12 CBA) and the proposed successor agreement (FY 2012-13 CBA).

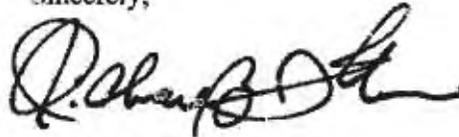
On December 5, 2011, the Public Employees Relations Commission (PERC) certified Local 2011 as the exclusive bargaining agent for the Security Services Unit (SSU). Last evening, a representative from the Florida Department of Management Services (DMS) sent via email a comprehensive contract proposal for FY 2012-13.

As Local 2011 has an interest in establishing a productive, cooperative labor-management relationship, we will agree to continue the FY 2011-12 CBA provided that the name of the certified bargaining agent is amended throughout the document.

With respect to the successor collective bargaining agreement proposed by DMS for the State of Florida (the State), Local 2011 proposes to maintain all provisions of the FY 2011-12 CBA, except for the areas noted on the attached pages, and reserves the right to amend and/or make new proposals on all articles of the contract.

Please contact me at 202-624-8985 or mfiller@teamster.org, so arrangements can be made to discuss these matters in further detail. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Filler", written in a cursive style.

Michael B. Filler
Director, Public Services Division

cc: Jim Parry
Michael Lewis
Patty Roberts
Ken Wood
Mark Richard
Jeff Edmiston

Article 23 – Hours of Work/Overtime

Section 2(E)

Correctional probation officers, who are required to work evenings and/or weekends shall be compensated at 1.5 times their hourly rate for hours worked after the daily 8 am to 5pm shift during the week, and for any hours worked on weekends.

Section 2(F)

All matters in this section are subject to resolution through the grievance and arbitration article.

Section 6

An officer shall be entitled to accrue more than 240 hours of special compensation time. At the officer's option, the hours in excess of 240 can be used for leave and/or banked. At the time of retirement, or when an officer is no longer employed by the Department of Corrections, he/she shall be paid for all accumulated special compensatory time according to the officer's current hourly rate.

Article 24 – On-Call Assignments and Call-Back

Section 2(A) & (B)

Change fee to 1.5 times the employee's hourly rate.

Section 3(B)

Officers, who are responsible for responding to GPS alerts, shall be compensated at 1.5 times their hourly rate for hours worked in excess of 40 per work week.

Article 25 – Wages

Section 1(B)

Officers who have been employed in a position within the Florida Department of Corrections (FDoC) for five years of service shall receive a 6% increase in their base pay. Officers who have been employed in a position within the FDoC for ten or more years of service shall receive a 12% increase in their base pay. Officers who have been employed

in a position within the FDoC for less than five years of service shall receive a 3% increase in their base pay.

Article 27 - Benefits

Section 1

Local 2011 and the State shall establish a joint-committee to identify alternative health care plans that have lower premiums, improved benefits, and/or lower deductibles. In order to properly evaluate and explore alternatives, by December 31, 2011 the State shall provide the Trustees with relevant benefits information including: a census; three years of benefit experience (claims, administration cost, number of participants by single or family, etc.); all benefit communications to employees for the past year; a Summary Plan Description (SPD); and, the most recent Benefits Consultant's report. Within forty-five days from receipt of all information, a report containing an analysis of SSU benefit data and alternative providers shall be issued. Local 2011 and the State shall agree to a new health care plan within thirty days from receipt of this report.

Section 2

The State recognizes all correctional, probations and parole officers as Special Risk Class members for retirement purposes. All officers shall receive Special Risk years of service credit and appropriate state contributions for all time worked while employed by the Department of Corrections.

Article 28 – Travel Expenses

Section 2

All officers, who use their own vehicles to conduct field work and/or to attend court proceedings and/or training, shall be reimbursed at the current federal mileage rate, which will be adjusted, as required, in accordance with changes published in the federal register.

Teamsters- Security Services Bargaining Unit- (08) Fiscal Year 2012-13		
Union/Issue	Estimated Cost	Comments
Article 23(2)(E): Provides for compensation of officers required to work evenings(after 8-5 shift) and/or weekends at 1.5 times their hourly rate.	\$302M	Calculation is based on current active employees assuming all shifts remain consistent. People First was the source of data for the calculation- Retirement and FICA included.
Article 23, Section 6: Allows members to accrue more than 240 hours of Special Comp time. Any hours over 240 can be used as leave or banked. Unused balances will be paid out at the members hourly rate of pay when an officer is no longer employed.	Indeterminate but significant	
Article 24 (2)(a-b): Increase the on-call pay from \$1.00 to 1.5 times the employees hourly rate	\$6M	The amount was calculated by using data in the People First System based on the number of on-call hours for Fiscal Year 2010-2011. The estimate assumes that employees would work similar hours each fiscal year and at an hourly rate of 1.5 times their average rate (\$25.17)-plus retirement and FICA.
Article 24(3)(b): Provides for compensation of officers responsible for responding to GPS alerts at 1.5 times their hourly rate for hours worked over 40 hrs per week.	Pending/ Indeterminate	People First data does not provide specific information relating to on call hours associated with responding to GPS alerts. (There are approximately 35 officers monitoring the program each month)
Article 25(1)(b): Provides at least a 3% increase in base pay for all DOC officers, 6% for those employed more than 5 years, and 12% for those with over 10 or more years of service.	\$67.1M	Calculation is based on current active employees and excludes vacancies. People First was the source of data for the calculation- Retirement and FICA included.
Article 27, section 1: Propose that the State provide by Dec 31, 2011, relevant benefits information including a census, three years of benefit experience, all benefit communications to employees, so a joint committee can identify alternative health care plans that have lower premiums, improved benefits, and or lower deductibles. A report with an analysis will completed within 45 days of receipt of information and Locall 2011 and the state shall agree to new health care plan within 30 days.	N/A	
Article 27, section 2: Propose that the State recognize all correctional officers as special risk class and members shall receive appropriate state retirement contributions for all time worked at DOC.	Indeterminate	
Article 28, section 2: Propose reimbursement at current federal mileage rates for officers who use their own vehicles for work.	\$793,730	Based on FY 2010-11 expenditures of \$3.2M at the state rate of \$0.445 per mile. Assuming an average of 7.2 M miles, the 2011 Federal mileage rate of \$0.555 per mile was used to calculate the increase in cost.

**Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
(Teamsters Certified as Bargaining Agent on December 5, 2011)
Current One-Year Agreement Expires June 30, 2012
Status of Collective Bargaining as of December 9, 2011
Fiscal Year 2012-13 Successor Negotiations - All Articles Open for Negotiation**

Article	State Proposals	Union Proposals	Comments
1 - Recognition	<u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes; amends bargaining agent ¹ and description of bargaining unit.	<u>Union Proposal of December 6, 2011:</u> Proposes status quo with amended bargaining agent references.	
2 – Gender Reference	<u>State Proposal of December 5, 2011:</u> Proposes status quo	<u>Union Proposal of December 6, 2011:</u> Proposes status quo	
3 – Dues Checkoff	<u>State Proposal of December 5, 2011:</u> Proposes status quo	<u>Union Proposal of December 6, 2011:</u> Proposes status quo	
4 – No Discrimination	<u>State Proposal of December 5, 2011:</u> Proposes grammatical changes only	<u>Union Proposal of December 6, 2011:</u> Proposes status quo	
5 – Association Activities and Employee Representation	<u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes: Section 1: definition of “employee” to mean an employee included in the bargaining unit. Section 3: identifies specific items that may not be posted on bulletin boards.	<u>Union Proposal of December 6, 2011:</u> Proposes status quo	

¹ Amendments made to all references to the bargaining agent throughout the agreement.

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
(Teamsters Certified as Bargaining Agent on December 5, 2011)
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Article	State Proposals	Union Proposals	Comments
6 – Grievance Procedure	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: reference to an appropriate grievance form as an appendix to the agreement.</p> <p>Section 3: filing and responding to grievances by facsimile, electronic mail, mail, or personal delivery;</p> <p>optional grievance mediation by written agreement of the parties;</p> <p>issues of arbitrability, including timeliness, be separated from substantive issues of grievance;</p> <p>an appropriate grievance form and request for arbitration form as appendices to the agreement;</p> <p>non-discipline grievances filed by probationary employees are final and binding at Step 3 unless further limited by specific provisions of the agreement.</p>	<p><u>Union Proposal of December 6, 2011:</u> Proposes status quo</p>	

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
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Article	State Proposals	Union Proposals	Comments
7- Discipline and Discharge	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: statutory reference for establishing cause for disciplinary actions;</p> <p>employees with permanent status in their current position may grieve written reprimands up to Step 3;</p> <p>adds involuntary transfers over 50 miles by highway to grievable actions that are initiated at Step 1;</p> <p>if the Department of Corrections issues a disciplinary suspension to an employee and the employee files an appeal to the Public Employees Relations Commission (PERC), the department shall have the option to stay the suspension for up to 90 calendar days pending a Recommended or Final Order by PERC. If the department stays the suspension, and PERC has not issued a Recommended or Final Order by the</p>	<p><u>Union Proposal of December 6, 2011:</u> Proposes status quo</p>	

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
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Article	State Proposals	Union Proposals	Comments
	<p>end of the period for which the suspension was stayed, the department may proceed with the disciplinary suspension.</p> <p>The department 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.</p> <p>Section 2: striking language that is contained in sections 112.532 and 112.533, F.S., regarding interrogation during internal investigations;</p> <p>clarifying language in instances where the agency retains a reassigned employee in the reassigned work location in lieu of returning the employee to their original work location following charges and allegations against the employee that were not sustained.</p>		<p>Current contract language provides <i>the employee</i> may <i>voluntarily elect</i> to have special compensatory leave equal to the length of the suspension deducted from his leave balance in lieu of serving the suspension.</p>

Teamsters Local Union No. 2011
Security Services Unit – State Personnel System
(Teamsters Certified as Bargaining Agent on December 5, 2011)
Current One-Year Agreement Expires June 30, 2012
Status of Collective Bargaining as of December 9, 2011
Fiscal Year 2012-13 Successor Negotiations - All Articles Open for Negotiation

Article	State Proposals	Union Proposals	Comments
	<p>Section 4: adds involuntary transfers of more than 50 miles by highway to actions requiring notice in accordance with section 110.227, F.S.;</p> <p>clarifying language regarding permanent status in an employee's current position.</p>		<p>Permanent status is attained in the current position, not in the Career Service System.</p>
8 – Layoffs and Recall	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: clarifying language regarding permanent status in an employee's current position.</p>	<p><u>Union Proposal of December 6, 2011:</u> Proposes status quo</p>	
9 – Reassignment, Transfer, Change in Duty Station	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: definitions of “broadband level” and “reassignment” as defined in section 110.107, F.S.; adds definition of “major institution”.</p>	<p><u>Union Proposal of December 6, 2011:</u> Proposes status quo</p>	

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Article	State Proposals	Union Proposals	Comments
	<p>Section 2: in the Department of Corrections, an employee in the correctional officer class series may only request reassignment, transfer, or change in duty station from one major institution to another major institution.</p> <p>Section 3: an agency has the discretion to effect reassignment, transfer, and change in duty station according to the needs of the agency.</p>		<p>The Department of Corrections proposes the warden of each major institution has the authority to staff the main facility, annexes, work camps, release centers, and other satellite/sister facilities to meet the needs of the institution.</p>
10 – Promotions	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: definitions of “broadband level”, “promotion”, and “demotion” as defined in section 110.107, F.S.</p>	<p><u>Union Proposal of December 6, 2011:</u> Proposes status quo</p>	

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Article	State Proposals	Union Proposals	Comments
	<p>Section 4: clarifying language regarding status upon promotion, status when an employee is removed from a promotional position during the probationary period, and status upon demotion.</p>		
11 – Classification Review	<p><u>State Proposal of December 5, 2011:</u> Proposes grammatical changes only</p>	<p><u>Union Proposal of December 6, 2011:</u> Proposes status quo</p>	
12 – Personnel Records	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: clarifying language to reflect the state’s practice to maintain an employee’s official personnel file in the employing agency, not by the Department of Management Services or designee; corrects the title of the General Records Schedule GS1-SL for State and Local Government Records.</p>	<p><u>Union Proposal of December 6, 2011:</u> Proposes status quo</p>	
13 – Safety	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 5: the Department of Corrections rule reference regarding firearms.</p>	<p><u>Union Proposal of December 6, 2011:</u> Proposes status quo</p>	

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Article	State Proposals	Union Proposals	Comments
	Section 6: clarifies that an empty ammunition box, metal coin box, or glove compartment, are not lockboxes for storage of a handgun.		
14 – Performance Evaluations	<u>State Proposal of December 5, 2011:</u> Proposes grammatical changes only	<u>Union Proposal of December 6, 2011:</u> Proposes status quo	
15 – Seniority	<u>State Proposal of December 5, 2011:</u> Proposes clarifying language that for purposes of this agreement, seniority is defined as service in positions covered by this bargaining unit with no break in service.	<u>Union Proposal of December 6, 2011:</u> Proposes status quo	
16 – Drug Testing	<u>State Proposal of December 5, 2011:</u> Proposes grammatical changes only	<u>Union Proposal of December 6, 2011:</u> Proposes status quo	
17 – Death In-Line-Of-Duty Benefits	<u>State Proposal of December 5, 2011:</u> Proposes grammatical changes only	<u>Union Proposal of December 6, 2011:</u> Proposes status quo	

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Article	State Proposals	Union Proposals	Comments
18 – Leaves of Absence	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 2: clarifying language to provide administrative leave for attending negotiation preparatory meetings and negotiations to employees serving as the union’s negotiation committee.</p>	<p><u>Union Proposal of December 6, 2011:</u> Proposes status quo</p>	
19 – Replacement of Personal Property	<p><u>State Proposal of December 5, 2011:</u> Proposes grammatical changes only</p>	<p><u>Union Proposal of December 6, 2011:</u> Proposes status quo</p>	
20 – Training	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 4: deletion of language that the Governor agrees to seek approval of the Legislature to continue the existing tuition-free courses program.</p>	<p><u>Union Proposal of December 6, 2011:</u> Proposes status quo</p>	
21 – Out of Title Work	<p><u>State Proposal of December 5, 2011:</u> Proposes grammatical changes only</p>	<p><u>Union Proposal of December 6, 2011:</u> Proposes status quo</p>	
22 – Job-Connected Disability	<p><u>State Proposal of December 5, 2011:</u> Proposes grammatical changes only</p>	<p><u>Union Proposal of December 6, 2011:</u> Proposes status quo</p>	

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23 – Hours of Work/Overtime	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: the normal workweek for each full-time employee shall be 40 hours unless the employee is on an agency-established extended work period; adds option for 12-hour shift.</p> <p>Section 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;</p> <p>management is responsible for the assignment to and from administrative shift positions;</p> <p>the department, where practical, will try to offset an officer’s additional work hours in conjunction with his regular days off.</p>	<p><u>Union Proposal of December 6, 2011:</u></p> <p>Section (2)(E): Provides for compensation of officers required to work evenings (after 8-5 shift) and/or weekends at 1.5 times their hourly rate.</p>	<p>Cost estimate: \$302 million</p>

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Article	State Proposals	Union Proposals	Comments
	<p>Section 6: special compensatory leave will be earned and credited pursuant to Rule 60L-34, F.A.C.;</p> <p>provides cap of 240 hours;</p> <p>unless otherwise prohibited by law or rule, all requests for use of approved leave, other than administrative leave, shall first be charged to any special compensatory leave credits accrued.</p>	<p>Section 6: Allows members to accrue more than 240 hours of Special Compensatory time. Any hours over 240 can be used as leave or banked. Unused balances will be paid out at the member's hourly rate of pay when an officer is no longer employed.</p>	<p>Cost estimate of union proposal: indeterminate but significant.</p> <p>State proposal to enforce 240 hour cap on special compensatory leave credits; reduce special compensatory leave liability.</p>
24 – On-Call Assignment and Call-Back	<p>State Proposal of December 5, 2011: Incorporates grammatical changes and proposes:</p> <p>Section 3: clarifying language for compensating an employee who has been instructed to be on-call, and is called back to the work location to perform assigned duties.</p>	<p>Union Proposal of December 6, 2011:</p> <p>Section (2)(a-b): Increase the on-call pay from \$1.00 to 1.5 times the employees hourly rate</p> <p>Section (3)(b): Provides for compensation of officers responsible for responding to GPS alerts at 1.5 times their hourly rate for hours worked over 40 hrs per week.</p>	<p>Cost estimate: \$6 million</p> <p>Cost estimate: Pending/ Indeterminate People First data does not provide specific information relating to on call hours associated with responding to GPS alerts. (There are approximately 35 officers monitoring the program each month)</p>

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Article	State Proposals	Union Proposals	Comments
25 – Wages	<p><u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes:</p> <p>Section 1: pay shall be in accordance with the Fiscal Year 2012-13 General Appropriations Act.</p> <p>Proposes new Section 6: adds savings sharing program for consistency with other collective bargaining agreements.</p>	<p><u>Union Proposal of December 6, 2011:</u></p> <p>Section (1)(b): Provides at least a 3% increase in base pay for all DOC officers, 6% for those employed more than 5 years, and 12% for those with 10 or more years of service.</p>	<p>Cost estimate: \$67.1 million</p>
26 – Uniform and Insignia	<p><u>State Proposal of December 5, 2011:</u> Proposes grammatical changes only</p>	<p><u>Union Proposal of December 6, 2011:</u> Proposes status quo</p>	

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Article	State Proposals	Union Proposals	Comments
27 – Insurance Benefits	<p><u>State Proposal of December 5, 2011:</u> Proposes title change to Benefits</p> <p>Proposes new Section 2: to address retirement benefits consistent with section 121.011(3)(d), F.S., and <i>Florida Sheriff's Association v. Department of Admin.</i>, 408 So.2d 1033 (Fla.1981).</p>	<p><u>Union Proposal of December 6, 2011:</u> Section 1: Propose that the State provide by Dec 31, 2011, relevant benefits information including a census, three years of benefit experience, and all benefit communications to employees, so a joint committee can identify alternative health care plans that have lower premiums, improved benefits, and or lower deductibles. A report with an analysis will completed within 45 days of receipt of information; the union and the state shall agree to new health care plan within 30 days.</p> <p>Section 2: Proposes that the State recognize all correctional officers as special risk class and members shall receive appropriate state retirement contributions for all time worked at DOC.</p>	
28 – Travel Expenses	<p><u>State Proposal of December 5, 2011:</u> Proposes grammatical changes only</p>	<p><u>Union Proposal of December 6, 2011:</u> Section 2: Proposes reimbursement at current federal mileage rates for officers who use their own vehicles for work.</p>	<p>Cost estimate: \$793,730 (FY 2010-11 expenditures \$3.2M at the state rate of \$0.445/mile. Assuming an average of 7.2 M miles, and the 2011 federal mileage rate of \$0.555/ mile)</p>

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Article	State Proposals	Union Proposals	Comments
29 – No Strike	<u>State Proposal of December 5, 2011:</u> Proposes grammatical changes only	<u>Union Proposal of December 6, 2011:</u> Proposes status quo	
30 – Prevailing Rights	<u>State Proposal of December 5, 2011:</u> Proposes status quo	<u>Union Proposal of December 6, 2011:</u> Proposes status quo	
31 – Management Rights	<u>State Proposal of December 5, 2011:</u> Incorporates grammatical changes and proposes: Section 1: striking “upon ratification”	<u>Union Proposal of December 6, 2011:</u> Proposes status quo	If the agreement is not ratified by all parties pursuant to section 447.309, F.S., the legislative impasse resolution shall take effect as of the date of the legislative action for the remainder of the first fiscal year which was subject to negotiations; the legislative action shall not take effect with respect to preamble, recognition, and duration clauses.
32 – Entire Agreement	<u>State Proposal of December 5, 2011:</u> Proposes grammatical changes only	<u>Union Proposal of December 6, 2011:</u> Proposes status quo	

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Article	State Proposals	Union Proposals	Comments
33- Savings Clause	<u>State Proposal of December 5, 2011:</u> Proposes grammatical changes only	<u>Union Proposal of December 6, 2011:</u> Proposes status quo	
34 – Duration	<u>State Proposal of December 5, 2011:</u> Section 1: proposes a one-year agreement to expire June 30, 2013. Section 2: amends addresses for notice.		



Committee:

JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING

Senator Ring, Co-Chair
Representative Mayfield, Co-Chair

Meeting Packet

Monday, December 19, 2011

12:00 noon —1:30 p.m.

Pat Thomas Committee Room, 412 Knott Building

Law Offices of
Slesnick & Casey, LLP

2701 PONCE DE LEON BOULEVARD

SUITE 200

Coral Gables, Florida 33134-6020

DONALD D. SLESNICK II
CERTIFIED IN LABOR & EMPLOYMENT LAW
CERTIFIED CIRCUIT COURT MEDIATOR
donslesnick@scllp.com

FAX (305) 448-5685
TEL (305) 448-5672

JAMES C. CASEY
FLORIDA SUPREME COURT
CERTIFIED CIRCUIT COURT MEDIATOR
jimcasey@scllp.com

December 14, 2011

Senator Jeremy Ring
Co-Chair
Joint Select Committee
(Via E-mail) ramos.joel@floridasenate.gov

Representative Debbie Mayfield
Co-Chair
Joint Select Committee
(Via Facsimile (888) 544-0393)

Re: Hearing Before the Joint Select Committee on Collective Bargaining
Florida Nurses Association and State of Florida

Dear Senator Ring and Representative Mayfield:

This office represents the Florida Nurses Association (FNA) which, as you are aware, is the certified collective bargaining agent for the health care professionals employed by the State.

The FNA has received the December 12th notice of the statutorily-mandated impasse hearing scheduled for Monday, December 19, 2011.

Presently, the FNA has barely begun to negotiate with the Governor, and is hopeful that the bargaining will not reach a final "impasse" (as that term is commonly understood in the field of labor relations). Therefore, the FNA does not intend to present a specific position at the Committee's hearing, but reserves its statutory rights to pursue an equitable resolution to such an impasse, should that occur at a later date. By separate transmission we are forwarding a copy of the FNA's contract proposals presented to the State last month. **To date, there has been no response to those proposals.**

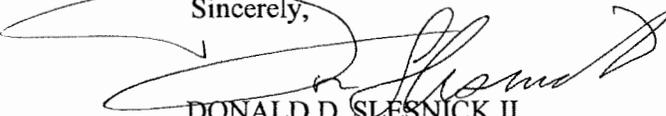
The FNA does not take exception to the "open" issues listed in Mr. Mattimore's December 9th "Notification of Collective Bargaining Impasse" sent from the Department of Management Services to the Senate President and the House Speaker. However, please add to that list the FNA proposals mentioned in the paragraph above. Furthermore, the FNA would implore the legislature to re-visit its decision, made last session, to privatize the health care services within the Department of Corrections. Such a "reorganization" is destructive of the State's health care workforce, was experimented with previously - and proved to be a failure.

Senator Jeremy Ring
Co-Chair
Joint Select Committee
December 14, 2011
(Via E-mail) ramos.joel@floridasenate.gov

Representative Debbie Mayfield
Co-Chair
Joint Select Committee
December 14, 2011
(Via Facsimile (888) 544-0393

As the Legislature moves forward to its 2012 session, the FNA urges all members of the Senate and the House to consider carefully the needs of their state-employed health care professionals. Registered Nurses, Advanced Registered Nurse Practitioners, Pharmacists, Community Health Nurses, Psychologists, Dentists and Nutritionists are critical providers of the State's mandated services to its citizens and its wards. These professionals are in short supply and the demand for their talent is high. While the FNA appreciates the financial situation in which the State finds itself; it must strongly suggest that there are special considerations within this employee group which must be assertively addressed this year. Whether or not the Governor's budget responds to those needs; the legislature should certainly do so.

The FNA thanks the Committee members for their service in such an important capacity which, in the end, we hope will help create productive results for all concerned.

Sincerely,

DONALD D. SLESNICK II

cc: Deborah Hogan, R.N., State Unit President, *Via Facsimile (561) 841-8578*
Jeanie Demshar, Esquire Director of Labor Relations, FNA, *Via Facsimile (407) 896-9042*
Joint Select Committee Staff, *Via Facsimile (850) 487-5380*
Michael Mattimore, Esquire, Attorney for DMS, *Via Facsimile (850) 561-0332*

Sent by Federal Express Airbill #8748-0333-7515 to:
The Joint Select Committee on Collective Bargaining
The Florida Legislature
525 Knott Building
404 South Monroe Street
Tallahassee, Florida 32399-1100

EGAN, LEV & SIWICA, P.A.

ATTORNEYS AND COUNSELORS AT LAW

JOSEPH EGAN, JR.
TOBE M. LEV
RICHARD P. SIWICA

POST OFFICE BOX 2231
ORLANDO, FLORIDA 32802-2231
TEL (407) 422-1400
FAX (407) 422-3658

STREET ADDRESS
231 E. COLONIAL DRIVE
ORLANDO, FLORIDA
32801

December 15, 2011

To: Joint Select Committee on Collective Bargaining
Fm: Florida State Fire Service Association, Local S-20

SUMMARY OF THE THE STATE FIRE SERVICE ASSOCIATION'S POSITIONS AT IMPASSE

This Firm represents the Florida State Fire Service Association, Local S-20 (FSFSA), affiliated with the Florida Professional Firefighters (FPF) and the International Association of Firefighters (IAFF). Filed herewith are (1) the FSFSA's last proposals on each open issue in collective bargaining, and (2) materials to be furnished to members of the Joint Select Committee on Collective Bargaining for the public hearing scheduled for December 19, 2011. What follows is FSFSA's summary of its position on the open issues in collective bargaining.

Background

To assist in evaluating the parties' respective collective bargaining proposals, the recently issued Department of Management Services State Personnel System Annual Workforce Report for Fiscal Year 2010 – 2011 (the "DMS Report") provides important economic context. Briefly summarized:

"The **average salary for state employees declined slightly, by about \$642, and remains below 2006-07 levels.** During the [past two years] private sector wages have risen by 4.5 percent."

"Florida's state workforce remains **both the smallest and cheapest in the nation on a per capita basis,** edging out Arizona in both categories and costing the average resident \$38, or just above half the national average of \$75."

Travis Pillow, *Report highlights decline in ranks of state workforce*, The Florida Current (December 14, 2011); *Accord DMS Report* at pages 5 – 8.

Bargaining unit employees have not received an increase to their salaries since October 1 of 2006. In December of 2007, unit employees received a \$1000.00 nonrecurring lump sum bonus. In July of 2011, all unit personnel received a three percent cut to gross compensation.

To provide further context, the tables on pages 5, 7 and 8 of the DMS Report show that Florida has the lowest ratio in the nation of state government employees to state population (full and part time); as well as the lowest ratio in the nation of state government full-time equivalent employment to state population. Florida further has the lowest government employee payroll expenses per state resident.

Issues at Impasse

The Union agrees to Articles 1, 2, 4, 19, 22, 28, 29 and 31 delivered by the state to FSFSA on or about December 5, 2011¹. The following contract articles remain unresolved (with the agreed upon items stricken through for ease of reference):

- ~~—1: Recognition~~
- ~~—2: Gender Reference~~
- 3: Dues Checkoff
- ~~—4: No Discrimination~~
- 5: Representation Rights
- 6: Grievance Procedure
- 7: Disciplinary Action
- 8: Workforce Reduction
- 9: Voluntary Reassignment, Transfer, Change in Duty Station and Promotions
- 10: Occupation Profiles/Rules Maintained/Documentation
- 11: Classification Review
- 12: Personnel Records
- 13: Health and Welfare
- 14: State Vehicles and Vessels
- 15: Probationary Status
- 16: Retirement
- 17: Allowances and Reimbursements
- 18: Leaves of Absence
- ~~—19: Outside Employment~~
- 20: Training and Education
- 21: Committees
- ~~—22: Personal Property~~
- 23: Hours of Work and Overtime
- 24: On Call Assignment
- 25: Wages
- 26: Vacant/Safety
- 27: Uniforms
- ~~—28: Vacant~~
- ~~—29: Vacant~~
- 30: Prevailing Rights
- ~~—21: Management Rights~~

¹ It is of note that all of the state's proposals were delivered to the Union via electronic mail on or about December 5, 2011, and the parties have yet to have a meeting to discuss any of the proposed changes. Indeed, the parties have had only one bargaining session (on October 27, 2011), and at that session only the FSFSA's proposals were discussed.

- 32: Entire Agreement
- 33: Savings Clause
- 34: Duration

The FSFSA's Proposed Resolution of the Issues at Impasse

What follows is a brief overview of the proposed language changes and, to the extent possible, summary of the state's objections to the changes. Unfortunately, because the state presented its proposals on the eve of impasse, there have been no meetings to discuss these proposals, so the FSFSA is largely unaware as to the state's rationales and justifications for its positions. This is particularly true with respect to those cases where the state proposes to eliminate longstanding contract language.

3: Dues Checkoff

The Union proposes to continue the language regarding dues checkoff that is presently in effect². In response, the state erroneously states that "Article 3" is presently "vacant". Hence, because the state's attempt to delete Article 3 (Dues Checkoff) in the last negotiations is the subject of ongoing litigation, the terms and conditions of the prior agreement remain in effect by operation of law. It was and remains the Union's proposal in current negotiations to retain the language of the prior agreements (to wit: maintain the longstanding dues checkoff language)³. The state's proposal to reduce Article 3 to "vacant" language is not only based on a faulty premise (that Article 3 is presently "vacant"), it is also illogical (Section 447.303, Florida Statutes requires dues checkoff).

5: Representation Rights

Had the parties had the opportunity to bargain over the several technical matters in the state's proposals, many of these issues might have been resolved short of impasse; because the state's proposals were presented in a dilatory manner without the benefit of a bargaining session, they should be rejected.

By contrast, it is requested that the FSFSA proposal, which was presented in sufficient time to allow for a bargaining session over same, should be adopted. Among other things, the FSFSA's proposal includes language making it more difficult for the state to obfuscate Public Records Act requests. And, of particular importance to the FSFSA's members in light of the hazardous nature of the job, the FSFSA requests the participation of the State Fire Marshall's office in discussions related to safety in the field.

² The text of the Union's article 3 proposal, as are all of the FSFSA proposals on unresolved issues, is included in the Union's package of proposals filed herewith.

³ In light of the fact that last year's negotiations have not been finalized, the FSFSA objects to the state arguing to the Committee that those negotiations were somehow finalized, that it is merely proposing to continue contract language changed in last year's negotiations, or otherwise rely on the language not yet finalized due to the ongoing litigation.

6: Grievance Procedure

The state has belatedly proposed many changes to the grievance procedure, but has yet to explain – either verbally or in writing – the necessity for any of them. For that reason alone, the state’s proposals should be rejected.

The FSFSA’s proposals were submitted in the collective bargaining process and seek to fine tune the process in several ways, including: creation of a grievance step at the Commissioner’s office in Tallahassee to facilitate consideration of grievances by real decision makers, and, as a gesture of good will removing the “loser pays” language.

7: Disciplinary Action

The state has belatedly proposed many alterations to the disciplinary action language, all without ever explaining the necessity for any of them. By contrast, the FSFSA’s modest proposals simply request that discipline be conducted in a timely manner, that employees being investigated receive basic procedural protections, including notice as to what “policy, law or statute” is involved in a given investigation.

8: Workforce Reduction

The FSFSA proposes continuing the current language. The state has proposed several unexplained, technical changes. Without explanation or rationale, these technical changes should be rejected. The state can bring these issues up in a timely fashion in the next round of negotiations.

9: Voluntary Reassignment, Transfer, Change in Duty Station ...

The FSFSA proposes several minor substantive changes regarding promotions and limitations on the employer involuntarily moving employees to workplaces around the state. Again, the state has proposed technical changes, without explaining either their necessity or impact upon existing employee rights; moreover, the state has taken to impasse language that limits employees’ ability to arbitrate (Section 6); it is respectfully submitted that it is improper to insist to impasse on such language.

10: Occupation Profiles/Rules Maintained/Documentation

The FSFSA proposal obligates the state to provide minimal notice when there are revisions to job duties and responsibilities. And, in cases where there are policy or procedure or other changes to employees’ working conditions, the FSFSA requests that the agreement reflects the mutual obligation to bargain over same.

11: Classification Review

Regarding minimum pay, the FSFSA proposes that salaries be reviewed for consistency with local government employees and, where inconsistencies exist, the disparities adjusted to bring employees up to at least median pay. The Union also requests that Fire Protection Specialists be reclassified as “special risk” employees.

12: Personnel Records

The FSFSA proposes several minor, self-explanatory protections regarding documents placed in personnel files.

13: Health and Welfare

Regarding “health and welfare”, the FSFA has proposed a handful of modest improvements, as well as the more significant proposal that employees who become physically unfit to work – as determined by the annual fitness test – be placed in workers compensation (rather than sick leave) status.

14: State Vehicles and Vessels

The FSFSA proposes several improvements to this article, perhaps most importantly the prohibition against use of “open cab equipment” in “wildfire fire fighting:” or any “fire operations”; such equipment exposes wildfire fighters directly to heat, flame, poisonous gases and the like. The proposed changes also include improved safety gear and equipment for wildfire operations.

15: Probationary Status

The FSFSA proposes continuing the current language. The state has yet to explain, let alone justify, the need for their proposed alterations.

16: Retirement

The FSFSA proposes continuation of the current language; this wordage has been in the contract for many years. The state’s proposal strikes language that is not a part of the current agreement (it did not become part of the contract as the state appears to believe)⁴. Moreover, the language the state would have this Committee consider is permissive and, further, would operate to waive employees’ rights to bargain over mandatory subjects of bargain and would otherwise operate to deprive employees of statutory and constitutional rights. The state’s proposal should be rejected.

⁴ See *supra* note 3.

17: Allowances and Reimbursements

The FSFSA's very modest proposal permits meal breaks during prescribed times and, where such meal breaks cannot be taken because employees are fighting fire, they are to be compensated. The FSFSA also proposes language stating that all employees in competitive areas will receive competitive area differentials, not just some of them.

18: Leaves of Absence

The FSFSA proposes continuing the current LOA language. The state has yet to present its proposed changes at the bargaining table, let alone explain or justify them.

20: Training and Education

The FSFSA seeks to improve the contract language relating to access to education and training, as well as establish incentive compensation of up to \$6,000.00 annually for employees with Doctorates in Fire Science. The FSFSA proposal also prohibits the temporary assignment of employees as dispatchers without the "proper certification".

21: Committees

FSFSA proposes language permitting employee participation in meetings or committees regarding issues directly impacting FSFSA represented employees.

23: Hours of Work and Overtime

Because FSFSA has not proposed to remove extant language authorizing the state to "schedule" employees, it has proposed to make clear that employees are on a 40 hour work period (as opposed to the current 160 hour period for some employees), and most employees will work 8 hour work days. Section 1(F) through (J) set out a series of self-explanatory constraints on non-emergency work hours, as well as a limitation on the adjustment of normal work schedules to avoid overtime compensation. Section 2(F) would be changed to provide pay and 1.5 times normal work hours when employees are required to work on holidays. Section 4(C) establishes that employees working an 8 hour day will normally begin work at 8:00AM.

The state has rejected the entire FSFSA proposal, and in turn proposed language regarding compensatory leave that it has yet to explain or justify.

24: On Call Assignment

FSFSA proposes that if an employee is put in on call status, it should be from the end of an employee's workday until commencement of the next scheduled operations period, normally the following morning. Such would be consistent with the provision of 24 hour coverage, and at the same time permitting compensation for employees who are required to alter their personal lives to meet the requirements of on call eligibility. The FSFSA also proposes to increase call back pay.

The state has rejected FSFSA proposal, and instead proposed language that it has yet to explain or justify

25: Wages

Florida has the nation's lowest ratio of state government employees to state population (full and part time); the nation's lowest ratio of state government full-time equivalent employment to state population; and the nation's lowest government employee payroll expenses per state resident. In addition to that, FSFSA represented employees have not received an increase to their salaries since October 1 of 2006 (although in December of 2007, unit employees received a \$1000.00 nonrecurring lump sum bonus) and, indeed, in July of 2011, all unit personnel received a three percent cut to gross compensation. With that, the FSFSA has proposed (1) a ten percent wage increase; (2) development of a step plan; and (3) a longevity program.

26: Vacant/Safety

Due to the hazardous nature of the job, the FSFSA has proposed a safety article, addressing minimum staffing (Section 1), personal protective equipment (Section 2), and fireline operations requirements (Section 3). The FSFSA proposal requires behaviors standard in the industry (for example, identification of "escape routes"), yet the state has for unknown reasons rejected these proposals in toto. In response, the state has proposed nothing.

27: Uniforms

In Section 1 of Article 27, the FSFSA proposes language that ensures that monies for uniforms, boots and cleaning, in fact reach the employees, and are not diverted elsewhere. It is also proposed that employees receive some sort of state identification cards/badges establishing their employment as emergency responders/firefighters. Finally, it is proposed in Section 3(B) that AHCA Fire Protection Specialists receive the same allowances as Fire Protection Specialists in the State Fire Marshal office.

30: Prevailing Rights

The Union proposes continuing the current "prevailing rights" language. The state has proposed, without explanation, to remove language that has been in the agreement for many years.

32: Entire Agreement

The FSFSA proposes continuing the current “entire agreement” language, adjusted to conform to the time period June 30, 2012 through June 30, 2015 with reopeners in the second and third years.

33: Savings Clause

The FSFSA withdraws any proposal it may have presented with any “savings clause”. It is apparently the state’s position that this language permits alteration of the contract by the state and/or a third party, all to the detriment to the fundamental constitutional right to bargain collectively. For that reason, the FSFSA objects to the presentation of any such language in the impasse resolution process.

34: Duration

The FSFSA proposes continuing the current language, adjusted of course to conform to the time period June 30, 2012 through June 30, 2015 with reopeners in the second and third years.

Article 3 DUES CHECKOFF

SECTION 1 - Deductions

(A) During the term of this Agreement, the State, by and through its respective agencies, agrees to deduct FSFSA membership dues and uniform assessments, if any, in an amount established by the FSFSA and certified in writing by the President of FSFSA or his designee to the State from the pay of those employees in the bargaining unit who individually make such request on a written checkoff authorization form provided by FSFSA (Appendix B). Such deductions will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the agency.

(B) FSFSA shall advise the State of any uniform assessment or increase in dues in writing at least thirty (30) days prior to its effective date.

(C) This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

(D) Employee organization dues deduction will be provided for the certified bargaining agent only.

SECTION 2 - Remittance

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to the President of FSFSA or his designee, on either a biweekly or monthly cycle along with a list containing the names, employee number, agency, and amount deducted of the employees for whom the remittance is made. Remittance of dues shall be provided in the form of direct deposit.

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 FSFSA to collect its dues and uniform assessments for that pay period directly from the employee.

SECTION 4 - Termination of Deduction

Deductions for FSFSA dues and/or uniform assessments shall continue until either: (1) revoked by the employee by providing the State and FSFSA with thirty (30) days written notice that he is terminating the prior checkoff authorization; (2) revoked pursuant to Section 447.507, Florida Statutes; (3) the termination of employment; or (4) the transfer, promotion, or demotion of the employee out of this bargaining unit. If these deductions are continued when any of the above situations occur, FSFSA shall, upon notice of the error, reimburse the employee for the deductions that were improperly withheld.

SECTION 5 - Indemnification

FSFSA 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. FSFSA shall promptly refund to the State any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the State or its agencies have agreed to deduct.

SECTION 6 – Processing the Dues Checkoff Authorization Form

(A) The Dues Checkoff Authorization Form (Appendix B) supplied by FSFSA shall: (1) be in strict conformance with Appendix B; (2) be the only form used by bargaining unit employees who wish to initiate dues deduction and shall; (3) contain all the information required for processing prior to submission to the State.

(B) Changes in the Dues Checkoff Authorization Forms required by (A) above will not affect deductions authorized by forms that the parties have previously agreed to.

(C) Forms that are: (1) incorrectly filled out or do not contain all the information necessary for payroll processing, (2) postdated, or (3) submitted to the State more than sixty (60) days following the date of the employee's signature will be returned to the Association.

Article 5
REPRESENTATION RIGHTS

SECTION 1 - Definitions

The State recognizes and agrees to deal with designated grievance representatives of FSFSA on all matters relating to grievances. The term "Grievance Representative," as used in this Agreement, shall mean a bargain unit member officially designated by the President of the Florida State Fire Service Association to investigate grievances.

SECTION 2 - Designation of Employee Representatives

(A) The President of the Florida State Fire Service Association shall furnish to the State and keep up-to-date a list of FSFSA Staff Representatives. The State will not recognize any person as a Staff Representative whose name does not appear on the list.

(B) From employees in the bargaining unit, the Association shall select a reasonable number of FSFSA Grievance Representatives. The FSFSA shall furnish the State with the name, social security number, official class title, name of employing agency, and specific work location of each employee who has been designated to act as a Grievance Representative. The State shall not recognize an employee as an authorized Grievance Representative until such information has been received from the Association.

(1) Upon request of an aggrieved employee, or upon filing of a grievance by FSFSA itself, a FSFSA grievance representative may investigate the grievance, provided it is in his/her existing district, except in the case of state level representatives who operate statewide or in the case of region level representatives who operate region wide, and may assist in the grievance presentation.

SECTION 3 - Access

(A) The State agrees that accredited representatives of the Florida State Fire Service Association shall have access to the premises of the State, which are available to the public.

(B) If any area of the State's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee and shall be to investigate an employee's grievance.

~~(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. Bargaining Unit members may request information, documentation, or other such public records utilized during investigations, grievances, and disciplinary issues directly affecting bargaining unit member(s) at no cost to the employee or his designated representative.~~

SECTION 4 - Distribution of Literature

FSFSA representatives may, during non-working hours or during any breaks, distribute employee organization literature. FSFSA agrees that nothing of a libelous, racist, sexist, obscene, or partisan political nature shall be so distributed.

SECTION 5 - Use of State Facilities for Meetings

The State agrees that recognized representatives of FSFSA shall have access to the premises of the State which are available to the public for the purpose of conducting meetings, in compliance with Department of Management Services Rule 60H-6.007. If any area of the State's premises is restricted to the public, permission must be requested to enter such areas and such permission will not be unreasonably denied.

SECTION 6 - Bulletin Boards

(A) Where requested in writing, the State agrees to furnish in State-controlled facilities to which bargaining unit employees are assigned, wall space not to exceed 24x36" for Association-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, covered employees. Once a location has been established, it shall not be-moved without notice.

(B) The FSFSA bulletin boards shall be used only for the following notices:

- (1) Recreation and social affairs of FSFSA,
- (2) FSFSA meetings,
- (3) FSFSA elections,
- (4) Reports of FSFSA committees,
- (5) FSFSA benefit programs,
- (6) Current FSFSA contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of FSFSA members with

Agency approval and such approval shall not be unreasonably denied.

(9) Decisions reached through consultation meetings, as approved by the Department of Management Services.

(10) Notices of wage increases for covered employees.

(C) Material posted on these bulletin boards shall not contain anything reflecting adversely on the State, or any of its officers or employees; nor shall any posted material violate any law, rule, or regulation.

(D) Notices posted must be dated and bear the signature of the FSFSA's authorized representative.

(E) A violation of these provisions by an FSFSA Staff Representative or an authorized representative shall be a basis for removal of bulletin board privileges for that representative by the Department of Management Services for a period not to exceed three (3) months.

SECTION 7 - Use of State Phones

When a FSFSA steward or officer is called by a management representative while on duty, the steward or officer may receive the call without charge. A FSFSA steward or officer may place a call to a management representative even though the call may result in a cost to the State.

SECTION 8 - Consultations

(A) In order to provide a means for continuing communication between the parties and upon request of the President of the Florida State Fire Service Association, the Secretary of the Department of Management Services and/or his designated representative(s) and not more than three (3) representatives of FSFSA shall meet and consult quarterly. Such meetings shall be held at a mutually agreeable time and place designated by the Department of Management Services.

(B) Upon request by the designated FSFSA Staff Representative, the Agency Head and/or his designee(s) and the Staff Representative, with not more than three (3) FSFSA representatives from the agency, shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a mutually agreeable time and place to be designated by the Agency Head or his designee.

(C) Upon request by the designated FSFSA Staff Representative, the Step 1 Management Representative and/or his designee(s) and the designated FSFSA Staff Representative, with not more than two (2) FSFSA representatives from the Agency, shall make a good faith effort to meet and consult. Such meetings shall be held at a mutually agreeable time and place to be designated by the Step 1 Management Representative.

(D) All consultation meetings will be scheduled at a mutually convenient time and place. If a consultation meeting is held or requires reasonable travel time during the working hours of any employee participant, such participant shall be excused without loss of

pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

(E) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any agency activities affecting unit employees. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. Prior to the scheduled meeting date, the parties shall give reasonable notice of topics to be discussed and persons to be in attendance.

(F) An agency shall prepare a written response to issues raised during a consultation meeting within thirty (30) days after the date of the meeting.

(G) Anytime consultation agenda topics include issues on firefighter safety, qualifications, training, or duties related to firefighting a representative from the Florida State Fire Marshall office Bureau of Fire Standards and training or higher office shall be present during consultations to act as an advisor to both the agencies and the bargaining unit on said such issues.

SECTION 9 - Negotiations

(A) FSFSA agrees that all collective bargaining is to be conducted with State representatives designated for that purpose by the Governor, as chief executive officer. Negotiating meetings may be held in Tallahassee unless the State and FSFSA mutually agree to meet elsewhere at a State facility or other location which involves no rental cost to the State. There shall be no negotiation by FSFSA at any other level of State government.

(B) FSFSA may designate up to six (6) employees within the Unit to attend each single-day session as Negotiation Committee members and such employees will be granted leave with pay to attend negotiating sessions with the State. If travel to and from negotiations unavoidably occurs on the participant's scheduled work days immediately preceding or following a day of negotiation, Unit employees shall be eligible to receive leave with pay on an hour for hour basis for such reasonable travel time pending review and approval by the employing agency. No individual employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The Agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(C) The FSFSA President shall be allowed to take up to sixteen (16) hours of leave with pay per fiscal year and the remaining five (5) members of the Negotiation Committee shall each be allowed to take up to eight (8) hours of leave with pay per fiscal year not to exceed a total of forty (40) hours, to participate in FSFSA training and preparation for negotiation meetings provided fire conditions, emergency activities or other priority work projects do not preclude such participation. Use of these hours will require appropriate documentation.

(D) Anytime negotiations articles are "opened" that include issues on firefighter safety, qualifications, training, or duties related to firefighting a representative from the Florida State Fire Marshall office Bureau of Fire Standards and training or higher office shall be present during negotiations to act as an advisor to both the agencies and the bargaining unit on said such issues.

Article 6 GRIEVANCE PROCEDURE

It is the policy of the State and FSFSA to encourage informal discussions of complaints between management and supervisors covered by this Agreement, as well as between those supervisors and covered employees. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 - Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement, except as exclusions are noted in this Agreement.

(B) "Grievant" shall mean an employee or a group of firefighting employees having the same grievance, or the union. In the case of a group of employees, one shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to Section 110.117, Florida Statutes. If the due date for a grievance response or for a grievance submission to a step or to arbitration falls on a weekend or a holiday, the action shall be due the next business day.

SECTION 2 - Election of Remedy and Representation

(A) If an employee or FSFSA has a grievance which may be processed under this Article and which may also be appealed to the Florida Public Employees Relations Commission, the employee or FSFSA shall elect at the outset which procedure is to be used and such election shall be binding on the employee or FSFSA. 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 Step 1 (or the initial written step if authorized by the provisions of this Article) whether or not he shall be represented by FSFSA. When the employee has elected FSFSA representation, both the employee and FSFSA Representative shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the FSFSA representative, and any decision mutually agreed to by the State and the FSFSA shall be binding on the employee.

(C) If the employee is not represented by the FSFSA, any adjustment of the grievance shall be consistent with the terms of this Collective Bargaining Agreement. FSFSA shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the Parties to the Agreement.

The FSFSA shall not be bound by the decision of any grievance or arbitration in which the employee was not represented by the FSFSA.

SECTION 3 - Procedures

(A) Employee grievances filed in accordance with this Article should be presented and handled promptly at the lowest level of management having the authority to adjust the grievances.

(B) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.

(C) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the State to take the action complained of; subject, however, to the final disposition of the grievance.

(D) Once a grievance is presented, no new violation or issue can be raised, unless the Parties mutually agree in writing to revise or amend the alleged violations or issues or for good cause but in no event less than seven (7) days prior to any arbitration hearing. When an issue is unchanged, but it is determined that an article, section or paragraph of the Agreement has been cited imprecisely or erroneously by the employee, then the employee shall have the right to amend that part of his grievance.

(E) The resolution of a grievance prior to its submission in writing at Step 2 shall not establish a precedent binding on either FSFSA or the State in other cases.

(F) If a grievance meeting is held or requires travel time during the working time of a required participant, the reasonable time will be deemed time worked. A required participant is defined as the grievant, the designated union representative located in the grievant's District or in the event of no designated union representative in the grievant's District the union representative from the nearest District, and any person required by the State to attend. Attendance at grievance meetings outside of the regular working hours shall not be deemed time worked. All grievance meetings shall be held at times and locations mutually agreed to by the parties. Unless mutually agreed otherwise, all meetings shall be held within fifty (50) miles of the grievant's place of work.

(G) Grievances shall be presented and adjusted in the following manner, and no one individual may respond to a grievance at more than one written step.

(H) Grievances and grievance responses may be filed by hand-delivery, mail (including e-mail), courier, or electronic facsimile. If sent via electronic facsimile, the burden shall be on the sending Party to confirm the correct electronic facsimile number before transmission. Documents shall be deemed filed upon receipt during regular business hours (8:00 a.m. to 5:00 p.m. E.S.T.). Documents received after business hours shall be considered received the next business day.

Step 1.

(A) An employee having a grievance may within fourteen (14) days following actual knowledge of the occurrence of the event giving rise to the grievance submit a grievance at Step 1. Nothing in this procedure shall preclude an employee from presenting concerns through informal discussions with management representative. In filing a grievance at Step 1, the employee or his designated representative shall submit to the Step 1 Management Representative a grievance form setting forth specifically the known facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. In discipline cases, it shall be presumed that the grievance alleges that the discipline was without just cause, and requests, as relief, at a minimum, reinstatement, full make whole relief.

(B) The Step 1 Management Representative or his designee shall communicate a decision in writing to the employee and to FSFSA Grievance Representative, if any, within fourteen (14) days following receipt of the grievance form. If the Management Representative fails to respond within the time limit it shall be deemed a denial.

Step 2.

(A) If the grievance is not resolved at Step 1, the employee or his designated representative may submit it to the Agency Head or his designated representative within fourteen (14) days after receipt of the decision at Step 1.

(B) The Agency Head or his designated representative shall communicate a decision in writing to the employee and the FSFSA Grievance Representative, if any, within fourteen (14) days following receipt of the written grievance. If the Agency Head fails to respond within the time limits it shall be deemed a denial.

Step 3.

A) If the grievance is not resolved at Step 2, the employee or his designated representative may submit it to the Department Head directly covering said agency within fourteen (14) days after receipt of the decision at Step 2.

(B) The Department Head shall communicate a decision in writing to the employee and the FSFSA Grievance Representative, if any, within fourteen (14) days following receipt of the written grievance. If the Department Head fails to respond within the time limits it shall be deemed a denial.

Step 4.

(A) If the grievance is not resolved at Step ~~2~~ 3, the FSFSA may appeal the grievance to arbitration within fourteen (14) days after receipt of the decision at Step ~~2~~ 3. If, at the initial written step, FSFSA declined to represent the employee because he was not a member of FSFSA, the employee may appeal the grievance to arbitration. The grievance shall include a copy of the grievance forms submitted at Steps ~~1 and 2~~ 1, 2 and 3 together with all written responses and documents in support of the grievance. The Department of Management Services may have a meeting with the FSFSA Staff Representative or his designee to discuss the grievance.

(B) The arbitrator shall be one person from a panel of four (4) arbitrators selected by the Parties.

(C) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be held at times and locations mutually agreed to by the parties; however, unless mutually agreed otherwise, all hearings shall be held within fifty (50) miles of the grievant(s)' place of work.

(D) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the State, FSFSA, the grievant(s), and the employees in the bargaining unit. In considering a grievance the arbitrator shall be governed by the following provisions and limitations:

(1) The arbitrator shall issue his decision not later than fourteen (14) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

(2) The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

(3) The arbitrator shall have no authority to determine any other issue, and shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

(4) The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.

(5) The arbitrator shall be without power or authority to make any decisions that are:

(a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

(b) Limiting or interfering in any way with the power, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the express provisions of this Agreement.

(6) The arbitrator's award may include back pay, to the Grievant(s); however, the following limitations shall apply to such monetary awards:

(a) No award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration.

(b) The award shall not exceed the actual loss to the grievant, will not include punitive damages, and will be reduced by the amount of wages earned from other sources excluding unemployment compensation received by the employee during the period of time affected by the award.

(c) The reasonable fees and expenses of the arbitrator shall be borne equally by the parties for the first five (5) matters submitted for arbitration in the respective contract year and thereafter the loser pays the fees and expenses of the arbitration. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(d) FSFSA will not be responsible for costs of an arbitration to which it was not a Party.

SECTION 4 - Time Limits

(A) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee, or FSFSA, where appropriate, to proceed to the next step. The State will make a good faith effort to timely communicate decisions at each step.

(B) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual written agreement.

(C) Claims of either an untimely filing or untimely appeal shall be made at the step in question. In the event a grievance is asserted to be untimely, at arbitration the parties will submit the issue of timeliness to be resolved prior to the submission of the merits of the grievance.

SECTION 5 - Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit FSFSA or an employee to process a grievance (1) in behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before a government board or agency, or court proceeding, brought by FSFSA.

(B) All grievances will be presented at the initial step with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3 or 4, as appropriate, by submitting a grievance form as set forth in Step 1 within fourteen (14) days following the actual knowledge of the occurrence giving rise to the grievance.

(2) The FSFSA shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The FSFSA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within fourteen (14) days of the knowledge or reasonable knowledge of the occurrence of the event giving rise to the grievance.

Article 7
DISCIPLINARY ACTION

(A) An employee who has satisfactorily completed at least a one-year probationary period in their current position may be disciplined or discharged only for just cause, where specific policy, statute, or law has been violated and proven by the state.

(1) Disciplinary actions to include suspensions, dismissals, reduction in pay, and demotions must be filed and completed within thirty (30) days of the time the offense has occurred. During Criminal Investigations Article 7 (A) timeframes will not apply due to Florida Law.

(2) Prior to any investigation or fact finding process by the agencies excluding those of Criminal investigation, bargaining unit members will be advised by management in writing of the nature of the investigation, name of complainant (unless protected by law), date the infraction occurred, and any other pertinent information involving why the investigation is being conducted.

(3) FSFSA representatives will be involved in all stages of any investigations and interrogations of any bargaining unit member unless the bargaining unit member request not to have FSFSA involved in writing to management after being advised of the nature of the investigation.

(4) Florida Statute 112.82 commonly referred to as the "Firefighter Bill of Rights" will apply to all FSFSA bargaining unit members during any level of the investigation process.

(B) An employee who has not attained permanent status in their current position shall not have access to the grievance procedure in Article 6 when dismissed, except to the extent permitted by Article 15.

(C) Each employee shall be furnished a copy of all disciplinary actions placed in his official personnel file and shall be permitted to respond thereto.

(D) An employee may request that an FSFSA Staff Representative be present during any disciplinary investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee.

(E) Letters of counseling are not disciplinary actions and not grievable. ~~Letters of counseling may be used at arbitration only to show that an employee was placed on notice of a rule not as an example of prior discipline.~~ They shall not be relied upon for the purposes of promotional decisions or performance evaluations ~~if the conduct resulting in the letter is not repeated in the following twelve (12) months.~~

(1) Letters of counseling shall be marked "INVALID" in a bargaining unit members official record after twelve (12) months if no other issues of the same nature occur requiring follow up to the initial counseling, IE the counseling corrected the issue originally addressed.

(F) Suspensions, Dismissal, Reductions in Pay, and Demotions resulting in a loss of pay may be challenged under Article 6 through arbitration. Reprimands shall be subject to the grievance procedure as follows:

(1) Oral reprimands shall not be grievable under the provisions of this Agreement.

(2) An oral reprimand will not be considered in determining discipline provided the employee is not disciplined for the same offense during the succeeding twelve (12) months.

(3) Written reprimands may be grieved up to Step 2 and the decision at that level shall be final and binding.

(4) A written reprimand will not be considered in determining discipline provided the employee is not disciplined for the same offense during the succeeding eighteen (18) months, and the written reprimand was not for a major offense which could have resulted in the employee's dismissal.

(G) Suspensions of more than three (3) days shall be split over a maximum of 2 pay periods to prevent and extreme financial burden on bargaining unit members and more importantly their family. Bargaining unit members may choose to receive the entire suspension of more than three (3) days at once at their discretion.

(H) Any bargaining unit member who has any complaints made against that employee and is found innocent of all charges shall not have the complaint in their personal file. The State shall maintain a separate file of unconfirmed and unsubstantiated complaints that are sealed. The State shall be responsible for maintaining a file of complaints by any corporation, company, or individual that repeatedly makes false statements as determined by the inspector general's discovery and investigation of State employees. All individuals or corporations who falsely make complaints shall be investigated by the respective agency and/or charged accordingly if found guilty under Florida law.

Article 8
WORKFORCE REDUCTIONS

SECTION 1 - Layoffs

(A) When employees certified pursuant to Chapter 633, Florida Statutes are to be laid off, the State shall implement such layoff in the following manner:

(1) For bargaining Unit employees, the competitive area within which layoffs will be affected shall be defined as statewide within each agency.

(2) Layoff shall be by class or occupational level within the fire service bargaining unit.

(3) An employee who does not have permanent status may be laid off without applying the provision for retention rights.

(4) No employee with permanent status in their current position shall be laid off while an employee who does not hold permanent status is serving in that broadband level unless the permanent employee does not elect to exercise his retention rights or does not meet the selective competition criteria.

(5) All employees who have permanent status in their current position in the affected broadband level shall be ranked on a layoff list based on the total retention points derived as follows:

(a) Length of service retention points shall be based on one point for each month of continuous service in a Career Service position.

(1) An employee who resigns from one Career Service position to accept employment in another Career Service position is not considered to have a break in service.

(2) An employee who has been laid off and is reemployed within one year from the date of the layoff, shall not be considered to have a break in service.

(3) Moving from Career Service to Selected Exempt Service or Senior Management Service and back to Career Service does not constitute a break in service unless the employee's break in service is more than 31 calendar days. Only time spent in the Career Service can be counted in calculating retention points.

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the agency's established cutoff date. One (1) point shall be deducted for each month an employee has a rating below performance expectations.

(6) The layoff list shall be prepared by totaling retention points. Employees eligible for veterans' preference pursuant to Section 295.07(1)(a) or (b), Florida Statutes, shall have ten percent added to their total retention points, and those eligible pursuant to Section 295.07(1)(c) or (d) shall have five percent added.

(7) The employee with the highest total retention points is placed at the top of the list, and the employee with the lowest retention points is placed at the bottom of the list.

(8) The employee at the top of the list shall bump the employee at the bottom of the list. The next highest employee on the list and the remaining employees shall be handled in the same manner until the total number of filled positions in the broadband level to be abolished is complete.

(9) Should two or more employees have the same combined total of retention points, the order of layoff shall be determined by giving preference for retention in the following sequence:

(a) The employee with the longest service in the affected broadband level.

(b) The employee with the longest continuous service in the Career Service.

(c) The employee who is entitled to veteran's preference pursuant to Section 295.07(1), Florida Statutes.

(10) An employee who has permanent status and who is to be laid off shall be given at least 14 calendar days notice of such layoff or in lieu thereof, two weeks pay or a combination of days of notice and pay, in lieu of the full 14 calendar days notice, to be paid at the employee's current hourly base rate of pay. The State will make a reasonable effort to provide thirty (30) days notice of a layoff. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within 7 calendar days after receiving the notice of layoff, the employee shall have the right to request a demotion or reassignment within the competitive area in lieu of layoff to a position in a broadband level within the bargaining unit which the employee held permanent status, or to a position at the level of or below the current level in the bargaining unit, in which the employee held permanent status. Such request must be in writing and reassignment or demotion cannot be effected to a higher broadband level.

(11) An employee's request for demotion or reassignment shall be granted unless it would cause the layoff of another employee who possesses a greater total of retention points.

(12) An employee who is adversely affected as a result of another employee having a greater number of retention points shall have the same right of reassignment or demotion under the same procedure as provided in this section.

(13) If an employee requests a demotion or reassignment in lieu of layoff, the same formula and criteria for establishing retention points shall be used as prescribed in this section.

(B) If there is to be a layoff of employees the State shall take all reasonable steps to place any adversely affected employees in existing vacancies for which they are qualified.

(C) If work performed by employees in this unit is to be performed by non-State employees, the State agrees to encourage the employing entity to consider any adversely affected unit employees for employment in its organization if the State has been unable to place the employees in other positions within the Career Service System.

SECTION 2 - Recall

When a vacancy occurs, or new position is established, laid off employees shall be recalled in the following manner:

(A) For one year following layoff, when a position is to be filled, or a new position is established in the same agency and in the same broadband level within the affected competitive area, the laid off employees with the highest number of retention points shall be offered reemployment and subsequent offers shall be made in the order of the employee's total retention points. Reemployment of such employees shall be with permanent status. An employee who refuses such offer of reemployment shall forfeit any rights to subsequent placement offers as provided in this subsection.

(B) An employee who accepts a voluntary demotion in lieu of layoff and is subsequently promoted to a position in the same broadband level in the same agency from

which the employee was demoted in lieu of layoff, shall be promoted with permanent status.

(C) Under no circumstances is a layoff to be considered as a disciplinary action, and in the event an employee elects to appeal the action taken, such appeal must be based upon whether the layoff was in accordance with the provisions of this Article.

SECTION 3 - Job Security

The State shall make a reasonable effort to notify FSFSA at least thirty (30) days in advance of a layoff involving positions within the bargaining unit. Prior to the actual layoff, if requested, the State will meet with FSFSA to bargain the impact of the layoff on the employees involved.

Article 9
VOLUNTARY REASSIGNMENT, TRANSFER, CHANGE IN DUTY STATION, AND PROMOTIONS

Employees who have attained permanent status in their current position in the Career Service and who meet all eligibility requirements shall have the opportunity to request reassignment, transfer, change in duty station to vacant positions within their respective agencies and promotions to vacant positions within the bargaining unit in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

(A) "Change in Duty Station" shall mean the moving of an employee to a duty station located within fifty (50) miles of his current duty station.

(B) "Duty station" shall mean the place which is designated as an employee's official headquarters.

(C) "Broadband level" shall mean the same level within the employee's current occupation within the State classification system.

(D) "Reassignment" shall mean the moving of an employee from a position in one broadband level to a different position in the same broadband level or to a different broadband level having the same maximum salary.

(E) "Transfer" shall mean the moving of an employee from one geographic area of the State to a different geographic location which is in excess of fifty (50) miles from the employee's current duty station.

(F) "Promotion" shall mean the changing of the classification of an employee to a broadband level having a higher maximum salary; or the changing of the classification of an employee to a broadband level having the same or a lower maximum salary but a higher level of responsibility.

(G) "Demotion" shall mean the changing of the classification of an employee to a broadband level having a lower maximum salary; or the changing of the classification of an employee to a broadband level having the same or a higher maximum salary but a lower level of responsibility.

SECTION 2 - Procedures

(A) An employee who has satisfactorily completed at least a one-year probationary period in their current position may apply for a reassignment, transfer, change in duty station or promotion on a Request for Reassignment, Transfer, Change in Duty Station and Promotion Form (supplied by the agency). Such Requests shall indicate the broadband level(s), county(ies), and/or shift(s) to which the employee would like to be reassigned, transferred, change of duty station or promoted. When the employee requests reassignment to a different position in a different broadband level, or promotion, a State of Florida Employment Application Form must be completed and sent with the Request Form.

(B) An employee may submit a Request for Reassignment, Transfer, Change in Duty Station and Promotion Form at any time; however, all such Requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request for Reassignment, Transfer, Change in Duty Station and Promotion Forms shall be submitted to the agency head or his designee 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 work unit to which the employee has requested reassignment, transfer, change in duty station or promotion.

(D) Except where a vacancy is filled by demotion, or where reassignment, transfer, change in duty station or promotion is not in the best interests of the agency, the management representative having hiring authority for that vacancy shall give first

consideration to those employees who have submitted a Request for Reassignment, Transfer, Change in Duty Station and Promotion Form; provided, however, that employees whose request for reassignment is not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

(E) The hiring authority shall normally fill a permanent vacancy with the applicant who has the greatest length of service in the broadband level and who has a Request for Reassignment Form on file for the vacancy. The parties agree, however, that other factors, such as employees' work history and agency needs, will be taken into consideration in making the decision as to whether or not the applicant with the greatest length of service in the class/occupational level will be placed in the vacant position.

(F) If the applicant with the greatest length of service in the broadband level is not selected for the vacant position, all applicants who have greater length of service in the class/occupational level than the employee selected shall be notified in writing of the agency's decision.

(G) When an employee has been reassigned, transferred, changed duty station, or promoted pursuant to a Request filed under this Article, all other pending Requests for Reassignment, Transfer, Change in Duty Station and Promotion from that employee shall be canceled. No other Request for Reassignment, Transfer, Change in Duty Station and Promotion may be filed by the employee under this Article for a period of twelve (12) months following the employee's reassignment, transfer, change in duty station or promotion. If an employee declines an offer of reassignment, transfer, change in duty station or promotion pursuant to a Request filed under this Article, the employee's Request shall be canceled and the employee will not be eligible to resubmit that Request for a period of twelve (12) months from the date the employee declined the offer of reassignment, transfer, change in duty station or promotion.

(H) The state agrees establish a promotional system for all bargaining unit members consisting of at least a (3) steps for promotion within the bargaining job class and broadband codes with each level making at least %5 increase to their previous level salary

SECTION 3 - Involuntary Reassignment, Transfer Or Change In Duty Station

(A) Nothing contained in this Agreement shall be construed to prevent an agency, at its discretion, from effecting the involuntary reassignment, transfer or change in duty station of any employee according to the needs of the agency; however, the agency will make a good faith effort to take such action only when dictated by the needs of the agency and in each case, will take into consideration the needs and circumstances of the employee prior to taking such action.

(b) When bargaining unit members are assigned temporary change of duty stations and required to report to a different work location other than normal assigned work site, bargaining unit members will only be required to drive personal vehicles to their normally assigned office at the beginning and end of their normal work day. Travel to and from the temporary change of duty location will be in a state owned vehicle. Travel time to and from the temporary change of duty station will be considered hours worked.

(C.) No employee will be required to temporarily change duty stations or work more than 25 miles from their normally assigned district/ duty station except in a voluntarily status or during declared state of emergencies.

SECTION 4 - Notice

An employee shall be given a minimum of fourteen (14) calendar days notice prior to the agency effecting any reassignment or transfer of the employee. In the case of a transfer, the agency will make a good faith effort to give a minimum of thirty (30) calendar days notice. The parties agree, however, that these notice requirements shall not be required during an emergency or other extraordinary conditions.

SECTION 5 - Relocation Allowance

An employee who is involuntary reassigned and who is required to relocate his residence shall be granted time off with pay for one (1) work day for purposes of relocating his residence. 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 regarding voluntary reassignment, transfer, change in duty station or promotion, shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the provisions of Paragraph (E) of Section 2 and Section 3 may be grieved in accordance with Article 6, up to and including Step 2 of the Grievance Procedure. In considering such complaints, weight shall be given to the specific procedures followed and decisions made, along with the needs of the agency.~~

Article 10

OCCUPATION PROFILES/RULES MAINTAINED/ DOCUMENTATION

SECTION 1 - Occupational Profiles/Rules Maintained

(A) The State will maintain on the Internet the Occupation Profiles and the Personnel Rules of the State Personnel System which it has published, and which affect employees within the bargaining Unit.

(B) In instances where the State of Florida determines that a revision to an Occupation Profile or bargaining unit position description (Vacant or filled) for positions covered by this Agreement is needed, the Department of Management Services shall notify FSFSA in writing of the proposed changes, and provide the bargaining rights allowed by law over the proposed change.

(C) Agencies and FSFSA will establish one (1) position description for each bargaining unit position and class code for bargaining unit positions as referenced in this contract under Appendix A. Additional duties, changes, or modifications to individuals bargaining unit member position descriptions will be subject to negotiation.

(D) Additional duties, changes to requirements or standards, modifications, etc. to a position description will be voluntary on the members part after properly negotiated by the FSFSA and the State of Florida.

SECTION 2 - Documentation

The State shall use best efforts to provide FSFSA with the following:

(A) Thirty (30) days prior to any agencies implementing policies and procedures which affect bargaining Unit employees' wages, hours or terms and conditions of employment, and not expressly addressed by this Agreement FSFSA will also be sent a copy of the proposed changes, and provided the bargaining rights allowed by law over the proposed change.

(B) Upon request by FSFSA to an agency the State shall provide a current copy of the agency's rules, regulations and policies which affect bargaining Unit employees' wages, hours, terms and conditions of employment covered by this Agreement and which are not included in the Personnel Rules of the State Personnel System.

(C) A copy of any department or Division's rules, regulations or policies which affect the employees' wages, hours, terms and conditions of employment shall be made available to all bargaining unit employees.

(D) In those instances where any policy, procedure, or laws affecting bargaining unit members are changed without FSFSA notification and bargaining has not occurred over a particular subject those policies will be suspended immediately once identified by either party until successfully negotiated between FSFSA and the state.

Article 11
CLASSIFICATION REVIEW

SECTION 1 - Additional Duties

(A) When an employee alleges that the employee is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official Occupation Profile to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or his designee shall review the duties as requested. The employee will receive a copy of the written decision within 60 days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed. If the decision is to reclassify the position and the employee is to receive a promotional pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review.

(B) If the employee is not satisfied with the decision, the employee, with or without representation, may request in writing a review by the Secretary of the Department of Management Services or designee. The review by the Department of Management Services will be in accordance with Chapter 110, Florida Statutes.

(C) The written decision of the Secretary of the Department of Management Services or designee as to the classification of the position shall be final and binding on all parties.

SECTION 2 - Work Load Quotas

(A) When an employee alleges that the employee is being regularly required to carry an inequitable work load quota, the employee may request in writing that the Agency Head or his designee review the work load quota assigned to the employee. The Agency Head or his designee shall make the final written decision on the complaint which shall be binding on all parties. The employee will receive a copy of the written decision within 60 days of the request.

(B) The State and the Union agree that work load quota problems are an appropriate item for discussion in consultation meetings as described in Article 5.

Section 3 - Minimum pay.

(A) Bargaining unit positions shall have a bi annual review of the salaries of current like positions performing like duties and of the County, Cities, and other enforcement authorities performing like duties in their immediate areas.

(B) Existing employees with satisfactory evaluations shall be brought to an equal level of pay of other like positions with the same amount of service time. Additionally local pay shall be assessed to determine that bargaining unit members performing like duties and of the County, Cities, and other enforcement authorities shall have their pay adjusted to at least the median pay of the surrounding work areas.

Section 4 - Reclassification to Special Risk

Bargaining unit members holding the position of Fire Protection Specialist shall be reclassified from "Compliance Officer" to "Protective Services" and reclassified as "Special Risk" employee's due to the high risk duties they routinely are required to perform.

Article 12
PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee, which shall be maintained in the central personnel office of the employing agency unless a different location is designated by the Secretary of the Department of Management Services or its designee which may be a contractor. Information in an employee's official personnel file shall only refer to matters concerning (affecting) the employee's job or related to his State employment.

(B) If any derogatory material is placed in an employee's official personnel file, a notarized certified copy will be sent to the employee. The employee will have the right to answer any such material filed, and his answer will be attached to the file copy.

(C) An employee will have the right to review his own official personnel file at reasonable times under the supervision of the designated records custodian.

(D) Only documents filed in the one official personnel file shall be utilized for any disciplinary hearings or investigations conducting against bargaining unit members.

(E) Any documentation which may have a negative impact on a bargaining unit members employment or used later during investigations or disciplinary procedures in accordance with this contract shall be notarized prior to submittal to the official personnel file.

~~(D)~~-(F) Where the Agency Head or its designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee's personnel file in error or is otherwise invalid, such document shall be sealed in the file and shall be stamped "NOT VALID", and retained in the employee's personnel file as specified in the State of Florida General Records Schedule GS1 for State and Local Government Records, as promulgated by the Department of State after final action; provided, however, that the document shall be removed upon the employee's written request in accordance with the foregoing records schedule.

Article 13
HEALTH AND WELFARE

SECTION 1 – Insurance Benefits

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with the current General Appropriations Act for the applicable year and, if provided, the Summary Statement of Intent, as well as any statutory provision or Act effecting the plan or its operation.

SECTION 2 – Employee Assistance Program

(A) Where a State agency has adopted an employee assistance program pursuant to Section 110.1091, Florida Statutes, the State will make psychological and substance abuse counseling services available.

(B) Any complaint or claim by an employee within the FSFSA bargaining unit concerning this section shall not be subject to the grievance procedure of this agreement.

SECTION 3 – Death In-Line-Of Duty Benefits

(A) Funeral and burial expenses will be as provided in Section 112.191, Florida Statutes.

(B) Education benefits will be as provided in Section 112.191, Florida Statutes.

(C) Health insurance benefits will be as provided in Section 110.123, Florida Statutes.

(D) Any complaint or claim by an employee of FSFSA concerning this Article shall not be subject to the Grievance Procedure of this Agreement.

SECTION 4 – Division of Forestry Fire Fighter Health and Physical Fitness Standards Program

The Division of Forestry (DOF) and FSFSA agree to a fire fighter health and physical fitness standards program, which shall include appropriate screening and vaccination of all bargaining unit members.

(A) The DOF shall provide Fitness Technician(s) in each Field Unit.

(1) Fitness Technicians must maintain a current AED CPR card or higher.

(2) Fitness technicians will provide fitness, health, nutrition and wellness information to all bargaining unit employees, and the Fitness Technicians will be given opportunities to receive information and training in such areas as: nutrition, exercise physiology, etc.

(3) Fitness technicians conducting fitness exams will be trained to a minimum of First Responder level and have available on scene required personal protective equipment for BSI (Body substance Isolation), first aid kit, and approved functioned AED.

(B) All Special Risk Job Classes, including Bargaining Unit Employees, will be permitted to exercise a maximum of 3 times per week for 30 minutes per session.

(1) This is an employee optional activity and may be permitted if fire conditions, emergency activities or other priority work projects, (that have been approved by the Field Unit Manager), do not preclude such activities.

(2) Individual aerobic and/or strength exercises are authorized.

(3) Team sports are prohibited.

(4) If it is not possible for the employee to conduct aerobic exercises at the work site, then the employee must start and finish their exercise session from their work site, and be able to respond back to the site within 15 minutes of notification.

- (5) The acquisition of all exercise equipment is a local decision. However, state funds may not be used to purchase this equipment.
 - (6) The DOF will not provide reduced memberships with any gyms or health clubs. This is a personal decision on the part of employees.
- (C) DOF Employee *Health Exam & Fitness Test*
- (1) The DOF employee *Health Exam & Fitness Test* is required for Special Risk employees hired or rehired after January 1, 1993, and includes the Initial or Annual Medical Examination and the Fitness Test. The Initial Medical Exam shall be in accordance with the DOF approved edition of the National Fire Protection Association (NFPA 1582) Medical Requirements for Fire fighters. The Initial and Annual Medical Exams standards for the pulmonary function test and the resting blood pressure limits are established by DOF. The Annual Medical Examination consists of specific components of the Initial Medical Examination, (Pulmonary Function Test & Resting Blood Pressure). For the *Annual Medical Exam*, employees are required to utilize the DOF *Annual Medical Exam* standard. The employee has the option of utilizing the DOF facility for the *Annual Medical Exam*, or obtaining certification to take the *Annual Fitness Test*, utilizing the DOF *Annual Medical Exam* standard, from their personal physician (at personal cost). The Fitness Test currently is the United States Forestry Service (USFS) Work Capacity Test (WCT), also called the Pack Test. The employee must successfully complete the Medical Examination within thirty (30) days prior to taking the Fitness Test.
 - (2) Bargaining unit employees who fail the *Annual Fitness Test*, due to fitness reasons, will not be allowed to perform wildfire suppression duties until they retake and pass the *Annual Fitness Test*. The employee will be mandated to perform physical fitness training as described in B. and will be permitted up to twelve (12) months and a minimum of four (4) attempts, at three (3) month intervals or less, to retake the *Annual Fitness Test*.
 - (3) Bargaining unit employees who fail the *Annual Medical Exam* will be placed on sick leave—workers compensation until they provide a personal physician's statement allowing them to work in a modified duty capacity. If the employee provides a personal physician's statement releasing them to full duty status and successfully complete the *Annual Medical Exam*, at a DOF medical examination facility or are certified to take the *Annual Fitness Test*, utilizing the DOF *Annual Medical Exam* standard, by their personal physician (at personal cost), they will be required to take the Annual Fitness Test within thirty (30) days of medical release to full duty status. Should the bargaining unit employee fail the Annual Fitness Test after release to full duty status, he/she will be provided the opportunity to take the *Annual Fitness Test* in accordance with paragraph C. (2) above.
 - (4) Bargaining unit employees who have exhausted all attempts to pass the *Annual Medical Exam and/or Fitness Test*, may be offered a vacant position that does not include fire fighting duties in the Department of Agriculture and Consumer Services. If another position cannot be identified and agreed upon, termination may result.
 - (5) The DOF employee *Annual Fitness Test* and the "National Fitness Test" will be conducted during the months of November, December and January. These two tests may be combined and taken as one test, with the National Fitness Test (3 mile walk with 45 pound pack in 45

- minutes) substituting for the DOF employee *Annual Fitness Test* (2 mile walk with 25 pound pack in 30 minutes).
- (6) If a candidate for hire is required to take the DOF *Initial Fitness Test*, or an employee is currently scheduled to take the DOF employee *Annual Fitness Test* **after** January 31st and **before** September 1st, the candidate or employee will take these tests as scheduled, and will take the DOF employee *Annual Fitness Test* the upcoming November, December or January (This means two tests in 12 months). When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.
 - (7) If a candidate for hire is required to take the DOF *Initial Fitness Test*, **after** August 31st, and **before** November 1st, the candidate will take the test as scheduled, and be required to take the DOF employee *Annual Fitness Test* in November, December or January of the following year (This means more than 12 months between tests). (Example; candidate takes the DOF *Initial Fitness Test* on October 15, 2006, and will be required to take the DOF employee *Annual Fitness Test* in November or December of 2007 or January of 2008.) When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.
 - (8) If an employee is scheduled to take the DOF employee *Annual Fitness Test* **after** August 31st, and **before** November 1st, the employee will wait until November, December or January to take the DOF employee *Annual Fitness Test* (This means more than 12 months between tests). When the test is completed in November, December or January, the employee will be synchronized for future November, December or January testing.
 - (9) FSFSA bargaining unit members who fail the *Annual Medical Exam* due to heart and lung issues (Failure of the Pulmonary Function Test or resting heart rate) will be treated as an on the job injury as long as their initial hire fitness exams has been successfully completed. Agencies will comply with Florida Statute 112.18 commonly referred to as the "Heart and Lung Bill". Workers Compensation / Disability laws will then apply and take effect to said affected members.
 - (10) Bargaining unit members required to take initial and annual medical and fitness testing will be tested and evaluated as referenced in Section 4, (C) (1) for initial and annual physical exams. FSFSA agrees current NFPA 1582 standards shall be the standard utilized for those bargaining unit members.

Article 14
STATE VEHICLES AND VESSELS

SECTION 1 – Vehicle and Vessel Safety

State vehicles and vessels used by bargaining Unit employees, whether issued to the employee or not, shall be maintained in safe operating condition.

SECTION 2 – Firefighting Equipment

(A) Existing open-cab Dozer/Plow units will be replaced with closed-cab, climate controlled units, as funding is made available and as determined by Division of Forestry management. Open cab equipment will not be utilized for wildland fire fighting or prescribed fire operations at anytime by bargaining unit members. Open cab is defined as any equipment exposing the operator directly to heat, flame, poisonous gases, and other environmental factors. Proper safety gear for wildland fire operations at a minimum will include NFPA 1977 personnel protective equipment, NFPA 1984 approved respirators, and escape portable air systems regardless of what the type of equipment being utilized..

(B) Bargaining unit members will be provided with NFPA 1984 approved respirators for wildland fire and prescribed burning operations. All firefighting equipment will be fitted with maintained escape portable breathing equipment. Portable Air equipment is to be utilized for escaping from the incident as a last resort.

(C) Agencies will ensure firefighting equipment has adequate communications devices are provided in each area of the state. Adequate Communications devices are defined as; (1) Ability to communicate with all agency equipment on scene to include aircraft, ground and command forces, (2) ability to communicate with those cooperating agencies normally responding to incidents in the area, (3) Ability to maintain communications with dispatch at all times.

(D) Firefighting equipment utilized by bargaining unit members during firefighting operations will only be repaired by manufacturer approved certified mechanics. Firefighting Equipment will be inspected at a minimum annually by a manufacturer approved mechanics to ensure safety of our bargaining unit members.

Section 3 – Agency Provided Vehicles

(A) Fire Protection Specialist with the Agency for Health Care Administration shall be afforded the same type of transportation as the State Fire Marshal's office Fire Protection Specialist.

(B) Bargaining unit members will have the option to take home state vehicles when required to be in oncall status after normal working hours.

Section 4 – Use of Personal Vehicles

(A) Bargaining unit members will be reimbursed at the established state rates for use of personal vehicles for official state business, to include after hours response, call back situations after hours, and when required to work on scheduled days off.

Article 15
PROBATIONARY STATUS

An employee who has obtained permanent status in a bargaining unit position within a broadband level who fails after a promotion to a higher broadband level, due to the performance of the new duties, to satisfactorily complete the promotional probationary period shall have the opportunity to be demoted. The demotion will be to a vacant unit position in the agency at the former broadband level.

(A) Such a demotion shall be with permanent status, provided the employee held permanent status in the lower broadband level.

(B) The employee's salary will be reduced in accordance with the agency's pay upon demotion policy. In no case will the employee's salary be reduced by an amount greater than the promotional increase.

(C) Such demotion shall not be grievable under the contractual grievance procedure.

Article 16
RETIREMENT

All bargaining unit members shall continue to participate in the Florida Retirement System (FRS) at no cost to the employee.

Article 17
ALLOWANCES AND REIMBURSEMENTS

SECTION 1 – Travel Expenses

(A) With the prior approval of the Agency Head, travel expenses of employees incurred in the performance of a public purpose authorized by law will be paid in accordance with Section 112.061, Florida Statutes. The State will make a good faith effort to pay travel vouchers within thirty (30) days after they have been properly completed and submitted. Vouchers are considered submitted when the employee submits them to the local official designated by management to receive such vouchers.

(B) Any bargaining unit member required to work continuously without adequate meal breaks due to emergency response, prescribed burning, or pre scheduled events shall be compensated at established meal rates for all meal breaks missed. Meal break times will be established for each meal (Breakfast 0600- 0900, Lunch 1100 – 1400, and dinner 1700-2000)

SECTION 2 - Competitive Area Differential

Competitive Area Differential adjustments shall continue in effect for the counties already identified. The respective agency shall submit a request to have the counties contained within the district of Caloosahatchee considered for competitive area differential in accordance with Chapter 60L-32, Florida Administrative Code. Competitive area differential will apply to all bargaining unit members within those designated counties already receiving differentials.

SECTION 3 – Fee Reimbursements

(A) Agencies will reimburse a permanent employee for filing and examination fees associated with renewing the appropriate commercial driver's license and endorsement(s) if the employee is : (1) in a classification that requires the operation of equipment which requires either a Class A, Class B or Class C commercial driver's license and any endorsement(s) ; or (2) the classification designated by the department requires the employee to upgrade his/her driver's license to a Class A, Class B or Class C commercial driver's license and any endorsement(s); provided the employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

(B) Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by the DMV.

(C) The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.

(D) Reimbursement for commercial driver's license renewal fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the employer) which exceeds the cost of the regular noncommercial Class E driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

Article 18
LEAVES OF ABSENCE

SECTION 1 - Leaves

The parties specifically agree that the attendance and leave provisions as contained in Chapter 60L-34, Florida Administrative Code, including the accrual, usage and payment of sick and annual leave upon separation from Career Service employment shall apply to all bargaining Unit employees.

SECTION 2 - Association Activities

Employees covered by this Agreement shall have the right to request leave without pay for the purpose of attending Association conventions, conferences and meetings. When such requests cannot be granted, the supervisor shall provide such denial in writing.

SECTION 3 - Personal Leave

Employees shall be allowed a personal leave day to be granted on July 1 and employees must take this personal day by the end of each fiscal year.

Article 20
TRAINING AND EDUCATION

The State and the Association recognize the importance of training programs in the development of the employees of the State.

SECTION 1 - Employee Education

(A) At the discretion of the Agency Head or designee the State may allow employees to attend short courses, position related college courses, institutes, and workshops which will improve their performance in their current and possible future positions within their current agency, without a loss of pay and benefits.

(B) Such training/education shall be considered as time worked and may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his Agency Head; and such training/education does not interfere with agency services.

(C) Subsections (A) and (B) above do not preclude the State from assigning employees to attend training courses as determined by management. Such required training shall be consistent with the employee's position description.

SECTION 2 - Employee Training

(A) The State will not unreasonably deny applications for training.

(B) The State will make a good faith effort to give priority to bargaining unit members for available training courses that are mandatory for their respective positions.

(C) No bargaining unit member shall be denied any position related training request without just cause from the agency as long as all qualifications, prerequisites, and emergency response needs are met for that agency, district, or area. Any eligible bargaining unit member denied training shall be prioritized over all other applicants for the next available like training.

(D) Any denied request for training (to include modifications of schedules) will be provided in writing along with justification to the bargaining unit member.

(E) Bargaining unit members schedules may be altered to accommodate all types of job related training as long as it does not affect agency emergency response staffing to the state of Florida and is voluntary on the member's part, excluding those members in probationary status.

(F) All bargaining unit members will receive a minimum of forty (40) hours of job related career advancement training annually excluding mandated training established by the agencies.

SECTION 3 - Educational Assistance Plan

The State shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law.

Section 4 - Educational incentive pay.

Employees with BA degrees, Master degrees, and Doctorate degrees in Fire Science or other work related degree will receive an annual incentive pay of \$2000.00 for BA degrees, \$4000.00 for Master degrees, and \$6000.00 for Doctorate degrees in Fire Science or other work related degree per year.

Section 5- Training of State Employees affecting Bargaining unit employees

(A) Emergency operations dispatchers, duty officer's, duty officer supervisors, and other personnel directly involved in dispatching bargaining unit members to emergency situations shall meet certification guidelines as established in Florida Statute 401.465.

(B) No bargaining unit member will be assigned collateral, supplemental, or temporary duties as a dispatcher of any form without proper certification as established and maintained by Statute 401.465.

**Article 21
COMMITTEES**

SECTION 1 - Safety Committee

The parties agree to that each agency shall have at least one Safety Committee. FSFSA may select one person to serve on each committee directly addressing fire services operations and other matters of safety related to bargaining unit members. Employees assigned to serve on these Safety Committees shall be permitted to attend meetings while on-duty with no loss of pay or benefits. At the discretion of the agency, travel costs may be reimbursed. Any recommendations of the Committee shall be submitted in writing to the appropriate management representative who shall promptly respond with respect to each recommendation.

SECTION 2 - Other Committees

(A) The parties agree that where the State or an agency has a Committee created by agency policy to directly address fire service operations and other matters of safety related to bargaining unit members, FSFSA may select one person to serve on any such Committee. Employees assigned to serve on such Committees shall be permitted to attend meetings while on-duty with no loss of pay or benefits. If travel costs are incurred by the FSFSA selected member, the agency may reimburse the costs at its discretion.

(B) The parties agree that anytime a group, committee, special, or management meeting is held that will address issues directly impacting FSFSA bargaining unit members in any way, FSFSA will be notified at least (7) days prior and may select up to (2) representative to attend such function as a bargaining unit representatives. Employees assigned by FSFSA to attend such functions shall be permitted to attend meetings while on-duty with no loss of pay or benefits with all state rules applicable.

Article 23
HOURS OF WORK AND OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal work period for each full-time employee shall be forty (40) hours consisting of five (5) eight (8) hour or four (4) ten (10) hour days, ~~or a twenty eight (28) day one hundred and sixty (160) hour period.~~ The Department of Children and Families bargaining unit employees shall remain on a 28 day, 192 hour period, consisting of twenty-four (24) hours on-duty and forty-eight (48) hours off-duty, all other bargaining unit members normal workday will consist of an (8) hour workday unless changes are successfully negotiated on by the agencies and the FSFSA.

(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 administered in accordance with the provisions of Chapter 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 Agreement.

(E) The State agrees that the assignment of overtime is not to be made on the basis of favoritism (to include selection of overtime or earning of comp time). 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 of the procedure.

(F) Bargaining Unit members will be notified in writing at least (3) days prior to any modifications of scheduled hours referenced in section 2(A) to include working days off, offsetting of excess hours, or scheduled events where more than (8) hours in a workday is planned, excluding emergency response unless their contracted hours have been reached as referenced in (A)

(G) Bargaining unit members will not be considered to be in "overtime" status or required to offset "extra hours" until they have met their contracted hours as referenced above in (A). Extra hours are defined by FSFSA as those exceeding the amounts established in Section 1 (A) for normal work periods, 40 hours a week or 160 hours depending on the bargaining unit position affected.

(H) The state and FSFSA agree to establish work/ rest guidelines for the emergency response agencies. Agency established mandatory days off given to bargaining unit members will be compensated days off days of consisting of a minimum (8) hours at 1.5 times the members salary regardless of hours worked in the work week or work period unless those days coincide with a bargaining unit members normally scheduled day off.

(I) Bargaining unit members will only be required to work over their normal scheduled work day(s) on a voluntary basis, exceptions to this rule; (1) In emergency response situations where no other resources within the district/ region are available (2) An ongoing emergency incident where volunteer replacements are not available from within the district/ region/ state, (3) During a declared state of emergency by the State of Florida during which other provisions of this contract including pay and benefits will be applicable. (4) Fire readiness levels dictated by wildfire activity warrant extra staffing or prolonged staffing for emergency response situations.

(J) Bargaining unit members that choose to bank FLSA comp time in lieu of overtime will be compensated at 1.5 times total hours for overtime hours worked. Bargaining unit members shall be allowed to bank up to one hundred and twenty (120) hours and required to zero (0) out balances annually once a year by June 30th of each year. Any hours earned over the one hundred and twenty (120) hours banked will be compensated as overtime pay at 1.5 times the bargaining unit members hourly salary. Any unused FLSA balances remaining on June 30th annually will be paid out as the bargaining unit members hourly rate of pay.

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 fourteen (14) calendar days in advance, and will reflect at least a two (2) workweek schedule; however, the State will make a good faith effort to reflect a one (1) month schedule. In the event an employee's shift, workdays, or hours are changed while the employee is on approved leave the agency will notify the employee of the change at his home. With prior written notification of at least three (3) workdays to the employee's immediate supervisor, employees may mutually agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

(B) Where practical, shifts, shift transfers and regular days off shall be scheduled with due regard for the needs of the agency, seniority and employee preference. The State and the Association understand that there may be times when the needs of the agency will not permit such scheduling; however, when an employee's shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee on the new shift or regular days off for a minimum of twelve (12) months unless otherwise requested by the employee.

(C) When an employee is not assigned to a rotating shift and the employee's regular shift assignment is being changed, the State will schedule the employee to be off work for a minimum of two shifts between the end of the previous shift assignment and the beginning of the new shift assignment.

(D) Where practical, vacation and holiday leave shall be scheduled in advance of such leave. Time off for vacations and holidays, when the holiday is a regularly scheduled workday for the employee, will be scheduled with due regard for the needs of the agency, seniority and employee preference. In implementing this provision, nothing shall preclude an agency from making reasonable accommodations for extraordinary leave requests as determined by the agency, or ensuring the fair distribution of leave during the holidays.

(E) The State will continue to observe the scheduling structures currently in place at each agency and agrees to bargain any change in the overall practice of how schedules are established. Scheduling structures shall mean the normal work period as set forth in Section 1(A) of this article.

(F) Holiday hours worked will be calculated at 1.5 hours times normal work hours when bargaining unit members are required to work during state recognized approved holidays.

SECTION 3 – Rest Periods

(A) No supervisor shall unreasonably deny an employee a fifteen (15) minute rest period during each four (4) hour work shift. Whenever possible, such rest periods shall be scheduled at the middle of the work shift. However, it is recognized that many positions have a post of duty assignment that requires coverage for a full eight-hour shift, which would not permit the employee to actually leave his post. In those cases, it is recognized that the employee can "rest" while the employee physically remains in the geographic location of his duty post.

(B) An employee may not accumulate unused rest periods, nor shall rest periods be authorized for covering an employee's late arrival on duty or early departure from duty.

SECTION 4 – Work Day

(A) The State will make a good faith effort to not require an employee to split a workday into two or more segments without the mutual agreement of the employee and the employer.

(B) Where employees are required to work extra hours during an approved extended work period, the State will make a good faith effort to offset such extra hours in eight (8) hour increments, ~~provided this can be done prior to~~ at the end of the extended work period.

(C) Bargaining unit members who are assigned to an eight (8) hour work day will begin shift at 0800 unless conditions specified in Section 1 (I) are present.

Article 24
ON-CALL ASSIGNMENT, CALL-BACK AND RESIDENCY

SECTION 1 - On-Call

(A) An "on-call" assignment shall exist where the employee has been instructed by the appropriate management to remain available to work during an off duty period. The employee must leave word where the employee may be reached by phone or electronic signaling device. The employee must be available to return to the work location on short notice to perform assigned duties.

(B) Agencies are required to provide 24 hour protection to the citizens of Florida for wildfire response. On- Call assignments will begin at the end of the workday and continue until the next scheduled operation period, under normal conditions from 1700 until 0800 the following morning.

(C) Bargaining unit members scheduled to be in an oncall status that can not go into oncall status due to the needs of the agency shall be compensated for those hours scheduled in accordance with Article 23 of this contract.

SECTION 2 – On-Call Fees

(A) When approved as provided herein, an employee who is required to be on-call shall be compensated by payment of a fee in an amount of ~~(\$1.00)~~ (\$5.00) per hour for each hour or portion thereof such employee is required to be on-call.

(B) An employee who is required to be on-call on a Saturday, Sunday, or Holiday as listed in Section 110.117, F.S. will be compensated by payment of a fee in an amount equal to ~~one-fourth (1/4)~~ one-half (1/2) of the statewide minimum for the employee's pay band level for each hour or portion thereof such employee is required to be on-call.

(C) On-call assignments are not to be granted on the basis of favoritism.

SECTION 3 – Call Back

(A) An employee called back to work beyond the employees scheduled hours of work for that day, shall be credited for actual time worked, or a minimum of ~~two (2) hours~~ four (4) hours whichever is greater.

(B) An employee called back during a designated On-Call assignment, shall be required to be en route with apparatus within forty-five (45) minutes of confirmed notification by dispatch.

(C) Call back hours will be considered overtime and compensated at 1.5 times the employees salary or 1.5 times for compensatory leave depending on the bargaining unit members selection.

(D) Call back shall be defined as contacted by the agency or state representative for any state business requiring the employee to alter any of their off duty activities for the needs of the state for at least seven (7) minutes or more.

(E) Call back situations could occur whether the employee is an "On call" status or not. In the case the member is not in official "on call" status all details of this article will apply.

SECTION 4 – Residency Requirement

Division of Forestry employees will reside within 20 air miles of the assigned headquarters where the supervisor has knowingly permitted an employee to reside outside of the residency limits, the employee will not be required to move within the residency limits. If the employee changes residences in the future, the new residence will be within the limitation.

Article 25 WAGES

SECTION 1 – Pay Provisions

~~(A) Pay shall be in accordance with the Fiscal Year 2010-2011 General Appropriations Act as executed into law providing no competitive wage increase or change to the current pay grades or pay bands.~~

~~(B)(A) Increases to base rate of pay and salary additives shall be in accordance with state law and the Fiscal Year 2010-2011 2012-2013 General Appropriations Act in addition to where as otherwise stated in this contract upon ratification.~~

~~(B) All FSFSA Bargaining unit members shall be awarded a minimum 10% salary increase effective fiscal year 2012-2013 due to no cost of living adjustments or salary increase's awarded by legislation in over seven (7) plus years.~~

SECTION 2 – Cash Payout of Annual Leave

Permanent Career Service employees will have the option of receiving up to twenty-four (24) hours of unused annual leave each December in the form of a cash payout, subject to, and in accordance with, Section 110.219(7), Florida Statutes.

SECTION 3 – Savings Sharing Program

Individual employees or groups of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state pursuant to Section 110.1245(1), Florida Statutes.

SECTION 4 – Performance Pay

Each agency is authorized to grant merit pay increases to employees based upon exemplary performance, as evidenced by a performance evaluation conducted pursuant to Chapter 60L-35, Florida Administrative Code.

Section 5- Step Pay Plan

(A) Agencies shall establish step pay plans utilizing years in service within establish broadband position. Step one (1) pay grades will be set at current starting hire rate for said position classification and increasing annually on the members date of hire. Annual Step increases will be no less than three (3) percent of a members annual base salary or higher if determined by management for exemplary performance.

(B) FSFSA agrees that completed disciplinary actions above a written reprimand in accordance with article seven (7) of this contract would exclude members from being eligible for annual salary step plan increases.

(C.) Step pay plan increases will be in addition to general appropriations act as executed into law or any salary increases or benefits changes established by legislation for state employees as a whole.

Section 6- Longevity Bonus

(A) Bargaining unit members will be rewarded for their commitment to the State of Florida and it's citizen for extended periods and to help combat reoccurring turnover among the agencies.

(B) Agencies shall establish longevity bonuses for bargaining unit members as follows; Five (5) year anniversary \$5000 one time bonus, ten (10) year anniversary \$10,000 one time bonus, twenty (20) year anniversary \$20,000 one time bonus.

Article 26
Safety

SECTION 1 - Minimum Staffing requirements

(A) Agencies will establish minimum staffing for all emergency response of at least two (2) firefighters per apparatus equipment when dispatched to emergency situations such as wildfires, hurricanes, floods, etc. One (1) firefighter at a minimum will serve as a lookout, establish the Incident Command System with adjoining forces, monitor fire behavior and conditions, maintain communications, and assist the initial attack firefighter as needed.

(B) No phase of emergency response operations will be conducted by bargaining until members until ALL safety protocols and requirements are established and enforced on the fireline.

Section 2 – Personal Protective Equipment Requirements

(A) Agencies will provide operating personal protective equipment to all wildland firefighters firefighters and apparatus in compliance with NFPA 1977 for all wildland firefighting and prescribed burning operations. At a minimum PPE will include but not limited too; Nomex clothing (Shirt and pants), approved hardhats with goggles or face shield, leather gloves, new generation fire shelters, headlamp, 8" in leather lace up boots, hand held radio with interagency communication capability.

(B) Agencies will provide optional use NFPA 1984 approved respirators for all wildland fire and prescribed burn operations to all bargaining unit members applicable.

(C) Agencies will provide at least 15 minutes of portable Self Contained Breathable Air in all wildland apparatus and equipment operating directly on the fireline for each operator. Portable Air is to be utilized for escaping from the incident as a last resort.

(D) Agencies will ensure adequate communications devices are provided in each area of the state. Adequate Communications devices are defined as; (1) Ability to communicate with all agency equipment on scene to include aircraft, ground forces, and command forces, (2) ability to communicate with those cooperating agencies normally responding to incidents in the area, (3) Ability to maintain communications with dispatch at all times.

Section 3- Fireline operations requirements

(A) FSFSA and the agencies both agree firefighting is dangerous high risk work and should only be performed by properly trained personnel. Only special high risk state certified wildland firefighters positions or state certified structure firefighters will conduct operations directly on the fireline in the wildfire environment during any phase of the operations unless a declaration of emergency is in place by the governor's office and an "all hands effort" is being required.

(B) Non certified positions and personnel on the fireline could be a risk to those fighting the fire and the State of Florida citizens. Non High Risk positions may only conduct operations on the fireline once all firefighter qualifications and requirements are met to include but not limited to minimum training, certification, and physical requirements are met as established in Article 13 section 4 of this contract for our bargaining unit members.

(C) Non special high risk positions will only conduct operations in the wildfire environment or prescribed fire operations when directly supervised by fire fighter positions for the safety of our bargaining unit members.

(D) Agencies will establish a verification system to ensure lookouts are identified, communications with command and adjoining forces are established, escape routes are identified, and safety zones are established PRIOR to conducting and during any emergency response operations conducted by our members.

Article 27 UNIFORMS

SECTION 1 – Uniform Allowance and Maintenance

(A) The State shall maintain its current practice of providing uniform allowance, boot reimbursement, and cleaning allowance. FSFSA employees who are currently required to wear uniforms shall have a combined uniform maintenance, uniform purchase, and boot allowance pursuant to the Division of Forestry's uniform policy.

(B) FSFSA and the state agree that adequate time for purchases should be allowed and adequate time allowed by the agency to process such purchases prior to fiscal deadlines of the agency. Bargaining unit members will be allowed to purchase uniform components with uniform allowances from August 1st to April 15th of each fiscal year.

(C) In the instance where uniforms are required and the agency does not provide adequate opportunities for whatever reasons (to include but not limited to lack of vendors, back orders, or change in uniform policies) to bargaining unit members to purchase or maintain uniforms by the established April 15th deadline, any monies allocated and not used for allowance, boot reimbursement, cleaning allowance, or allotments will be awarded to the bargaining unit employee directly affected.

(D) Uniform issues with vendors including but not limited to back orders, lack of vendors, changes in uniform components, etc. are the responsibility of the State of Florida and said vendors and will not have an adverse impact on bargaining unit member's established in policy and procedure or this contract. FSFSA agrees that ordering of wrong sizes and any errors made on the member's part relieves the state of said responsibility to correct the issues.

SECTION 2 – Accessories

(A) Where hand-held radios are provided, they will be suitable for firefighting use, as referenced in Article 26 of this agreement.

(B) Where it is current practice shield or star style badges shall be provided to unit employees. Collar brass will continue to be standard issue per agency policy.

(C) Name tags shall continue to be standard issue per agency policy.

(D) Employees will be permitted to wear EMT, award recognition and union pins. The union pin shall be no larger than one (1) inch in diameter.

(E) Bargaining unit positions will be provided at no cost to the employee with badges or identification cards that can be used to identify them (both on and off the job) as emergency responder firefighter in the event of emergency situations to other rescue personnel and/ or the public in general.

SECTION 3 – Non-Uniformed Employees

(A) Non-uniformed bargaining unit employees in the Department of Financial Services, Division of State Fire Marshal shall receive a clothing allowance in the amount of \$250.00 annually.

(B) Fire Protection Specialist with the Agency for Health Care Administration shall receive the same clothing and clothing allowances as the same positions within the State Fire Marshal office.

Article 30
PREVAILING RIGHTS

All pay and benefits provisions published in the State Personnel System and/or existing practices which cover employees in the bargaining unit and which are not specifically provided for or modified by this Contract shall continue in effect during the term of this Contract.

Article 32
ENTIRE AGREEMENT

SECTION 1 - Agreement/Reopeners

(A) This Agreement, upon ratification, supersedes and cancels all prior practices and agreements in conflict with this agreement, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) The State and FSFSA agree that, in addition to Article 25, Wages, changes in any three (3) articles within this Agreement that FSFSA or the State desire to reopen shall be subject to negotiations for Fiscal Year 2010-2011, plus any articles under study as agreed to by the State and FSFSA.

(D) The State and FSFSA further agree that, in addition to Article 25, Wages, changes in any three (3) articles within this Agreement that FSFSA or the State desire to reopen shall be subject to negotiations during the second year of this Agreement for Fiscal Year 2011-2012.

(E) Except as to the above subjects, the State and FSFSA, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 2 - Memorandum of Understanding/Settlements

The Parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, FSFSA is specifically authorized by bargaining Unit employees to enter into the settlement of grievance disputes or memorandums of understanding which clarify or amend this Agreement, without having to be ratified by bargaining Unit members. Such settlements and memorandums of understanding shall be attached as Appendix C.

**Article 34
DURATION**

SECTION 1 - Term

(A) This Agreement shall be effective upon ratification, and shall remain in full force and effect through the thirtieth day of June 2012. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

(B) In the event that the State and the Association fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

SECTION 2 - Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to FSFSA Local S-20, 11310 South Orange Blossom Trail #218, Orlando, Florida 32837 and if by FSFSA shall be addressed to the Chief Negotiator, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 - Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above, would apply only to those employees permanently or temporarily assigned to such areas.

State Personnel System

Annual Workforce Report

Fiscal Year 2010 - 2011



DEPARTMENT OF MANAGEMENT
SERVICES

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Introduction

The Department of Management Services' Division of Human Resource Management is proud to present the 18th State Personnel System (SPS) Annual Workforce Report (report).

This report complies with section 110.201(5), Florida Statutes, requiring the Department of Management Services to develop a workforce report that contains data representative of the SPS human resources and identifies trends for planning and improving the management of these resources. Rule 60L-29.002(5), Florida Administrative Code, defines the State Personnel System as the employment system comprised of positions within the Career Service, Selected Exempt Service, or Senior Management Service, and within all agencies except those in the State University System, the Florida Lottery, the Legislature, the Justice Administration System or the State Courts System.

The Annual Workforce Report also contains other statutorily required reports concerning the State Personnel System. These include the:

- Equal Employment Opportunity/Affirmative Action Report, section 110.112(2)(d), Florida Statutes;
- Savings Sharing Program Report, section 110.1245(1)(d), Florida Statutes;
- Pay Additives Report, section 110.2035(6)(c), Florida Statutes; and
- Classification Plans for Senior Management and Selected Exempt Services, sections 110.406(1) and 110.606(1), Florida Statutes, respectively.

This year's report includes new data on SPS human resources including:

- Employee Count by Agency and by Pay Plan
- Representation and Membership by Collective Bargaining Unit
- Retirement Count by Pay Plan
- Retirement Projections
- Number of Employees by Pay Band
- Average Salary by Agency and Pay Plan
- Race and Gender Demographics by Agency

The Department of Management Services produces the Annual Workforce Report on a fiscal-year basis. Unless otherwise noted, the data contained in this report was generated from the People First Data Warehouse.

General Workforce Trends

- *General Workforce Trends and Comparisons Overview*
- *State Government Employees to State Population*
- *State Government Full-Time Equivalent Employment to State Population*
- *State Government Employee Payroll Expenditures per State Resident*
- *Workforce Demographics*

General Workforce Trends and Comparisons Overview

The following observations regarding general workforce trends and comparisons can be made from an analysis of the information in this section:

- In 2010, state governments nationwide had an average of 217 state workers per 10,000 in population. Florida had 116 workers per 10,000 in population, or 46.5 percent less than the national average.
- In 2010, the state government national average was \$75 in payroll expenditures per state resident. Florida's payroll expenditure was \$38 per state resident, or 49.3 percent less than the national average.
- In the next two decades, the projected workforce will span four distinct generations: Baby Boomers, those born between 1946 and 1964; Generation X, those born between 1964 and 1980; Generation Y or Millennials, those born between 1981 and 1995; and the New Silent Generation, those born after 1996. Employers will need to adjust to the workforce's changing demographics and the projected reduction in the availability of workers:

According to the United States Census Bureau:

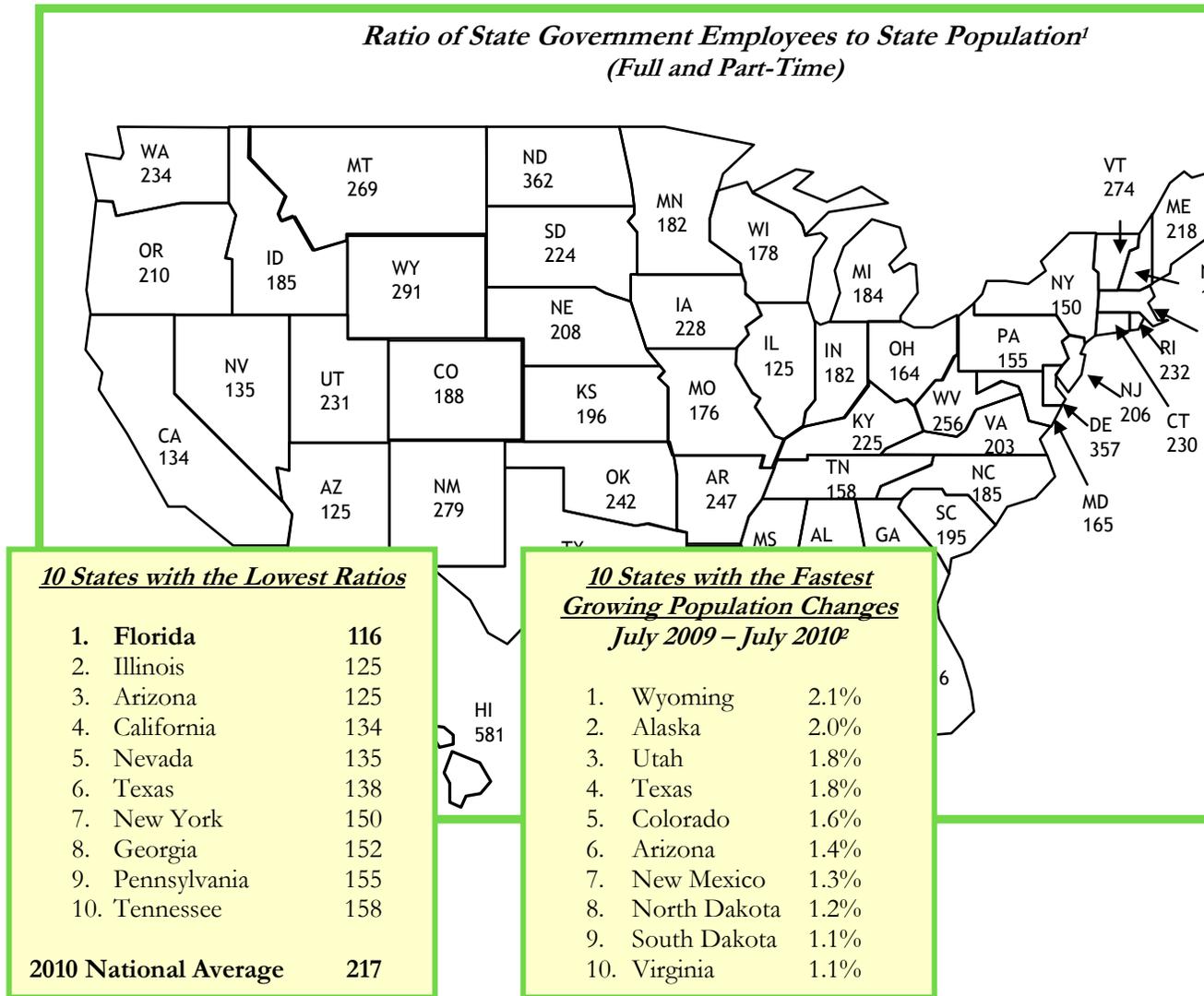
- Nationwide, between 2000 and 2030, the percentage of Americans in the 20-44 age group will decline by 5.3 percentage points; the 45-64 age group will increase by 0.5 percentage points; and the 65-84 age group will increase by 6.1 percentage points.
- The State of Florida's age distribution from 2000 to 2030 shows a decline in the percentage of 25-44 year olds by 6.9 percentage points while the percentage of 45-64 year olds is expected to increase by 0.7 percentage points.

According to the United States Bureau of Labor Statistics:

- It is predicted that the age group 55 years old and older will show percentage point increases in the nation's workforce by 2030 as follows: 55-64 age group by 4.9 percentage points; 65-74 age group by 3.5 percentage points; and 75 and older age group by 1.3 percentage points.
- All age groupings below 55 years of age will decrease by the year 2030 as follows: 16-24 age group by 2.5 percentage points; 25-34 age group by 1.5 percentage points; 35-44 age group by 4.4 percentage points; and the 45-54 age group by 1.5 percentage points.
- The number of persons age 55 years and older in the labor force is expected to increase by 12.0 million, or 43.0 percent, during the 2008-18 period. Persons in the 55 years and older age group are projected to make up nearly one-quarter of the labor force in 2018.
- For persons aged 55 years and older, the labor force participation rate increased from a 29.2 percent in 1993 to 40.0 percent in February 2010.
- The Bureau of Labor Statistics estimates that the median age of the labor force for the United States and for Florida will be 41.9 and 45.4, respectively, in 2030.
- The average age of a State Personnel System employee was 42.42 as of June 30, 2011.

State Government Employees to State Population (Full- and Part-Time)

The United States Census Bureau requires each state to report the total number of state government employees, full-time and part-time, as of March of each year. This number is compared to each state's population estimate as of July of each year. The ratio of employees to 10,000 in population is a useful indicator to gauge the efficiency of a state's public workforce in comparison to other states.



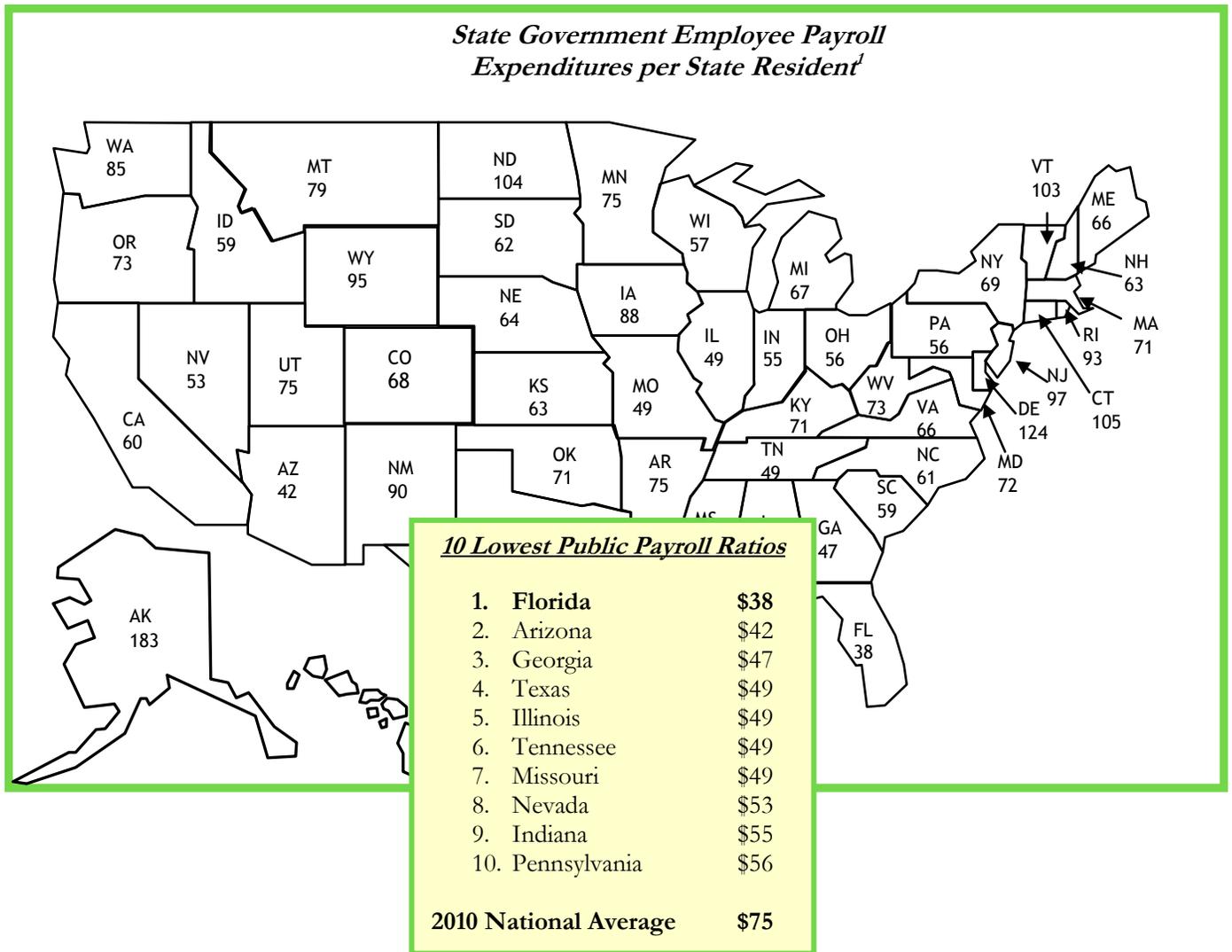
¹ United States Census Bureau – www.census.gov March 2009 U S Census Data that was revised in January 2011 for total state employees (full-time and part-time) and July 2010 U S Census Data for state population March 2010 state government employees' data was not available

² Florida Agency for Workforce Innovation, Labor Market Statistics Center, June 2011

State Government Employee Payroll Expenditures per State Resident

The United States Census Bureau requires each state to report the total state public payroll expenditures as of March of each year. This number is then compared to each state's population estimate as of July of each year. This ratio provides the labor costs for state public services per resident.

The figures indicate that Florida's state government workforce has the lowest payroll cost per state resident as compared to other states.



¹ United States Census Bureau – www.census.gov March 2009 U.S. Census Data that was revised in January 2011 for state government employee payroll expenditures and July 2010 U.S. Census Data for state population. March 2010 state government employee payroll expenditures data was not available.

Workforce Demographics

Demographic shortages relate specifically to the generational effect taking place in the labor market. In the next two decades, the viable workforce will span four distinct generations: Baby Boomers, Generation X, Generation Y or Millennials, and the New Silent Generation. The size of the Baby Boomer generation ensures that retirement decisions (either choosing to retire or choosing to work longer) will have a profound effect on the workforce. As seen below, the percentage of those in the 20-44 age group will decline between 2000 and 2020 by 4.6 percentage points, the 45-64 age group will increase by 2.8 percentage points, and the 65-84 age group will increase by 3.2 percentage points.

PROJECTED UNITED STATES POPULATION DISTRIBUTION BY AGE

Age Group	Percent of Population					
	2000	2010	2020	2030	2040	2050
0-4	6.8%	6.9%	6.8%	6.7%	6.7%	6.7%
5-19	21.7%	20.0%	19.6%	19.5%	19.2%	19.3%
20-44	36.9%	33.8%	32.3%	31.6%	31.0%	31.2%
45-64	22.1%	26.2%	24.9%	22.6%	22.6%	22.2%
65-84	10.9%	11.0%	14.1%	17.0%	16.5%	15.7%
85+	1.5%	2.0%	2.2%	2.6%	3.9%	5.0%

Source: United States Census Bureau – Table 2a Projected Population of the United States, by Age and Sex: 2000 to 2050 - <http://www.census.gov/population/www/projections/usinterimproj/>

The State of Florida's age distribution from 2000 projected through 2030 is shown below. This data illustrates an expected rise between 2000 and 2020 in the population age 65 and older from 17.6 percent to 21.8 percent. Age group 45-64 is also expected to change substantially from 22.7 percent to 27.2 percent.

PROJECTED STATE OF FLORIDA AGE DISTRIBUTION 2000 AND 2030

Age Group	Census 2000		Projected 2010		Projected 2020		Projected 2030		2000 - 2030 Change	
	Number	%	Number	%	Number	%	Number	%	Number	%
5-17	2,700,517	16.9%	2,890,955	15.0%	3,512,166	15.0%	4,139,052	14.4%	1,438,535	53.3%
18-24	1,330,602	8.3%	1,679,459	8.7%	1,717,358	7.3%	2,203,178	7.7%	872,576	65.6%
25-44	4,569,347	28.6%	4,635,955	24.1%	5,324,834	22.7%	6,232,372	21.7%	1,663,025	36.4%
45-64	3,628,492	22.7%	5,431,457	28.2%	6,369,865	27.2%	6,710,685	23.4%	3,082,193	84.9%
65+	2,807,597	17.6%	3,418,697	17.8%	5,106,857	21.8%	7,769,452	27.1%	4,961,855	176.7%

Source: United States Census Bureau – Interim State Population Projections, 2005 - www.census.gov/population/www/projections/statepyramid.html

The United States labor force age distribution is expected to change similarly to the trend in the United States population distribution by age.

PROJECTED UNITED STATES LABOR FORCE AGE DISTRIBUTION 2000 TO 2030

Age Group	Distribution Prediction of Labor Force by Age				
	2000	2005	2010	2020	2030
16-24	15.8%	14.9%	14.4%	12.5%	13.3%
25-34	23.0%	21.7%	21.9%	22.5%	21.5%
35-44	26.3%	24.1%	21.5%	20.9%	21.9%
45-54	21.8%	23.0%	23.2%	20.2%	20.3%
55-64	10.1%	12.7%	14.7%	17.1%	15.0%
65-74	2.5%	2.8%	3.4%	5.4%	6.0%
75+	.6%	.7%	.9%	1.3%	1.9%

Source: United States Bureau of Labor Statistics – Labor Force Projections - <http://bls.gov/opub/mlr/2006/11/art3full.pdf>

The U.S. Bureau of Labor Statistics reports that the overall median age of the labor force is projected to continue to increase in the future and reach 42 years in 2020. For 2010, the median age was projected to be 41.5 years. The chart below illustrates the median age of the labor force in each category for a 30-year period.

**PROJECTED UNITED STATES MEDIAN AGES OF THE LABOR FORCE
BY SEX, RACE, AND ETHNIC ORIGIN**

Group	2000	2005	2010	2020	2030
Total	39.3	40.8	41.5	42.0	41.9
Men	39.2	40.6	41.1	41.4	41.6
Women	39.4	41.0	41.9	42.7	42.4
White	39.7	41.2	42.0	42.6	42.3
African American	37.4	38.8	38.8	39.5	39.8
Asian	37.9	39.5	41.4	43.8	44.0
Hispanic Origin	34.0	35.2	36.8	38.6	38.7
White non-Hispanic	40.6	42.3	43.2	43.8	43.5

Source: United States Bureau of Labor Statistics - Labor Force Projections - <http://www.bls.gov/opub/mlr/2006/11/art3full.pdf>

As the Baby Boomer generation continues to reach retirement age, organizations will face two major concerns: retaining both institutional knowledge and sufficient, high quality employees. The chart below captures the anticipated need for new employees. It is predicted that between 2010 and 2018, Florida (both public and private sector) will need to add approximately 1.80 percent to its workforce each year or a total of 1,126,340 new workers to compensate for the retirement of the Baby Boomers' generation.

**PROJECTED STATE OF FLORIDA WORKFORCE NEEDS
(PUBLIC AND PRIVATE)**

Occupational Title	2010 Estimated Employment	2018 Projected Employment	Total 2010-2018 Employment Change	Annual Percent Change	Total Percent Change
Total, All Occupations	7,816,352	8,942,692	1,126,340	1.80%	14.4%

Source: Florida Agency for Workforce Innovation, Labor Market Statistics Center, September 2010 - <http://www.labormarketinfo.com/library/EP.htm>

Workforce Design

- *Workforce Design Overview*
- *State of Florida's Personnel Systems*
- *Established Positions by Personnel System and Pay Plan*
- *State Personnel System Entities*
- *State Personnel System Positions and Employees*
- *Workforce Profile*
- *Employees by Age and Pay Plan*
- *Established Position Count by Agency*
- *Employee Count by Agency*
- *Full-Time Employee Count by Agency*
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- *Employee Count by Agency and Pay Plan*
- *Employees by County*
- *Established Positions Represented by Collective Bargaining Unit*
- *Representation and Membership by Collective Bargaining Unit*
- *Separations: Career Service*
- *Employer Initiated Career Service Separations by Agency*
- *Employee Initiated Career Service Separations by Agency*
- *Retirement Count by Pay Plan*
- *Retirement Projections*
- *Other Personal Services Employment*

Workforce Design Overview

Workforce design is defined as the structure, systems, and staffing of Florida's State Personnel System (SPS). This section of the report covers information such as employment trends, profiles of SPS employees, average number of Other Personal Services employees, and Career Service employee separations.

The following observations regarding SPS Workforce Design can be made from an analysis of the information in this section:

- There were 167,787 total established positions in all state employment systems at the end of Fiscal Year 2010-11. The State Personnel System accounted for 108,761 or 64.8 percent of those positions.
- As of June 30, 2011, 6.7 percent or 6,797 employees in the SPS had 30 or more years of service; 18.6 percent or 18,817 had between 20 and 29; 25 percent or 25,292 had between 10 and 19; 19.9 percent or 20,208 had between 5 and 9; and 29.8 percent or 30,234 of the employees had less than 5 years of service.
- The age group with the largest number of employees within the SPS was age group 40-49 with 27.4 percent or 27,761 employees, followed by age group 50-59 with 27.2 percent or 27,525 employees as of June 30, 2011.
- Of the 101,348 employees in the SPS, 81.7 percent or 82,761 are in the Career Service, 17.8 percent or 18,054 are in the Selected Exempt Service and 0.5 percent or 533 are in the Senior Management Service.
- As of June 30, 2011, the 90,739 established positions covered by a collective bargaining unit represented 83.4 percent of the 108,761 total number of established positions.
- As of June 30, 2011, 16.9 percent of the 83,988 employees represented by a labor organization paid dues.
- In comparing 2010 to 2011, the number of established positions represented by collective bargaining unit increased by 0.5 percent, from 90,316 to 90,739.
- There was a 5.8 percent increase in the number of Career Service separations from Fiscal Year 2009-10 (10,898) to 2010-11 (11,526).
- For Fiscal Year 2010-11, employee-initiated separations accounted for 78.9 percent of all Career Service separations.
- As of June 30, 2011, Dismissals and Failed to Complete Probationary Period were the top two separation reasons for the employer initiated separations at 60 percent and 22.6 percent, respectively. For the same time period, Separation Reason Unknown led the employee initiated separation reasons at 62.7 percent followed by Retirement at 27.7 percent.
- The average number of Other Personal Services employees increased by 0.9 percent since Fiscal Year 2009-10 from 9,965 to 10,053.

TURNOVER

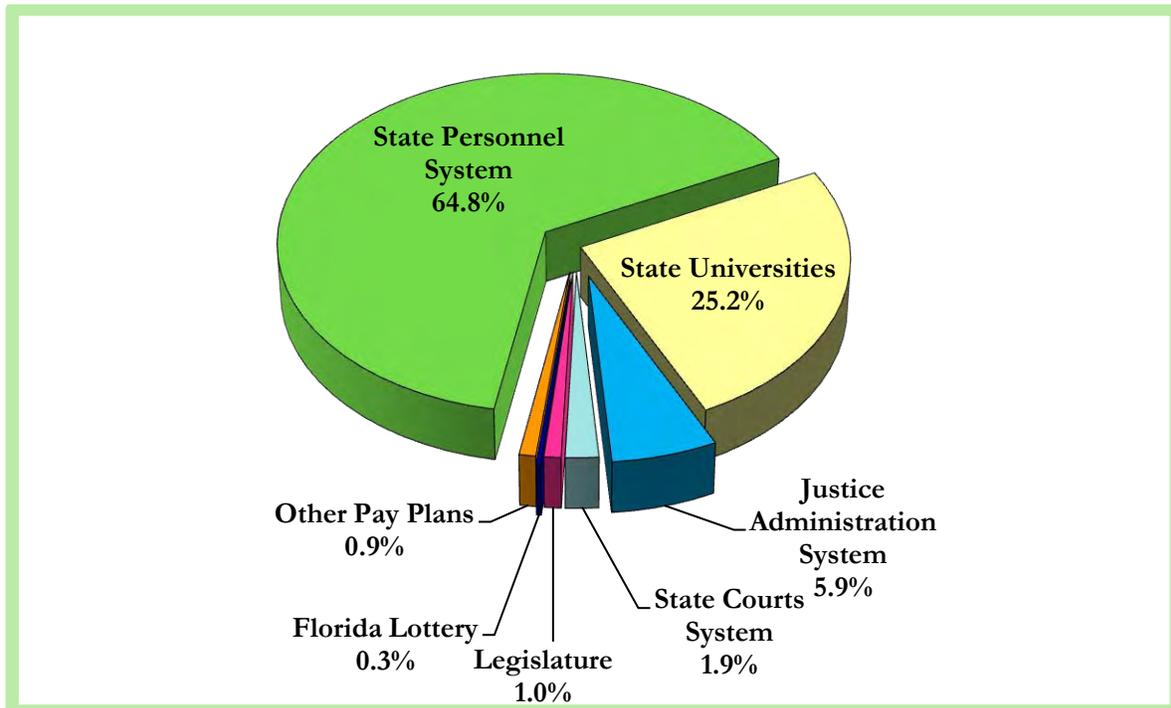
Pay Plan	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11
Career Service	11.8%	10.0%	7.4%	7.3%	7.2%
Selected Exempt Service	7.6%	6.1%	4.6%	4.4%	4.2%
Senior Management Service	18.7%	7.4%	6.0%	9.3%	15.6%
State Personnel System	11.0%	9.3%	6.9%	6.8%	6.8%

State of Florida's Personnel Systems

State of Florida employees fall into a variety of different and autonomous personnel systems, each with its own rules and regulations, collective bargaining agreements and wage and benefit packages. There are six primary state government employers. These include the State Personnel System (SPS), the State Universities, the Justice Administration System, the State Courts System, the Legislature and the Florida Lottery. The SPS is comprised of state employees in the Career Service, Selected Exempt Service and Senior Management Service pay plans and is the largest personnel system in state government. In addition, State Universities are comprised of 11 separate personnel systems representing one personnel system for each public university.

There were 167,787 total established positions in all state systems at the end of Fiscal Year 2010-11. The SPS accounted for 108,761 or 64.8 percent of those positions. A breakdown of the different personnel systems, pay plans and the number of established positions in each is presented on page 15.

ESTABLISHED POSITIONS BY PERSONNEL SYSTEM



Personnel System	Established Positions As of June 30				
	2007	2008	2009	2010	2011
State Personnel System	65.6%	64.8%	64.9%	65.0%	64.8%
State Universities ¹	24.4%	25.0%	25.2%	25.2%	25.2%
Justice Administration System	5.8%	6.1%	5.8%	5.8%	5.9%
State Courts System	2.0%	2.0%	1.9%	1.8%	1.9%
Legislature	1.0%	1.0%	1.0%	1.0%	1.0%
Florida Lottery	0.3%	0.3%	0.3%	0.3%	0.3%
Other Pay Plans	0.9%	0.9%	1.0%	0.9%	0.9%

¹ Numbers depict employee count for Mid-Fall 2010 as reported by the Institutional Research Department at the Florida Board of Governors

*Established Positions by Personnel System and Pay Plan
As of June 30, 2011*

Personnel System	Pay Plan	Established Positions ¹ As of June 30				
		2007	2008	2009	2010	2011
State Personnel System	Career Service	91,491	91,566	89,187	88,999	89,029
	Selected Exempt Service	20,280	20,277	19,679	19,420	19,132
	Senior Management Service	602	616	610	601	600
	Total	112,373	112,459	109,476	109,020	108,761
State Universities ²	General Faculty and Other	41,827	43,288	42,469	42,311	42,310
Justice Administration System	State Attorneys	4,005	3,953	3,695	3,608	3,718
	Public Defenders	1,369	1,296	1,176	1,122	1,213
	State Attorneys with Paid Insurance	2,165	2,287	2,137	2,078	2,205
	Public Defenders with Paid Insurance	1,664	1,800	1,659	1,747	1,707
	Capital Collateral Regional Counsel	74	74	68	64	71
	Justice Administrative Commission	719	1,150	1,090	1,037	1,054
Total	9,996	10,560	9,825	9,656	9,968	
State Courts System	Courts	2,324	2,363	2,071	2,039	2,071
	Courts with Paid Insurance	1,069	1,071	1,072	1,057	1,070
	Total	3,393	3,434	3,143	3,096	3,141
Legislature ³	Legislative Pay Plan	1,747	1,742	1,699	1,704	1,598
Florida Lottery	Non-Managerial	405	407	405	401	404
	Managerial	36	34	31	31	32
	Total	441	441	436	432	436
Other Pay Plans	Other Exempt-Fixed Annual Salary ⁴	1,042	1,043	1,108	1,090	1,106
	Exempt (Governor's Office)	195	203	203	197	187
	School for the Deaf and the Blind ⁵	272	269	248	245	232
	Florida National Guard	47	47	47	46	48
	Total	1,556	1,562	1,606	1,578	1,573
Total	Total	171,333	173,486	168,654	167,797	167,787

¹ An established position is a position authorized by the legislature that has been classified in accordance with a classification plan and pay plan as provided by law. An established position does not include Other Personal Services employment nor indicate the position is filled.

² Numbers depict employee count for Mid-Fall 2010 as reported by the Institutional Research Department at the Florida Board of Governors.

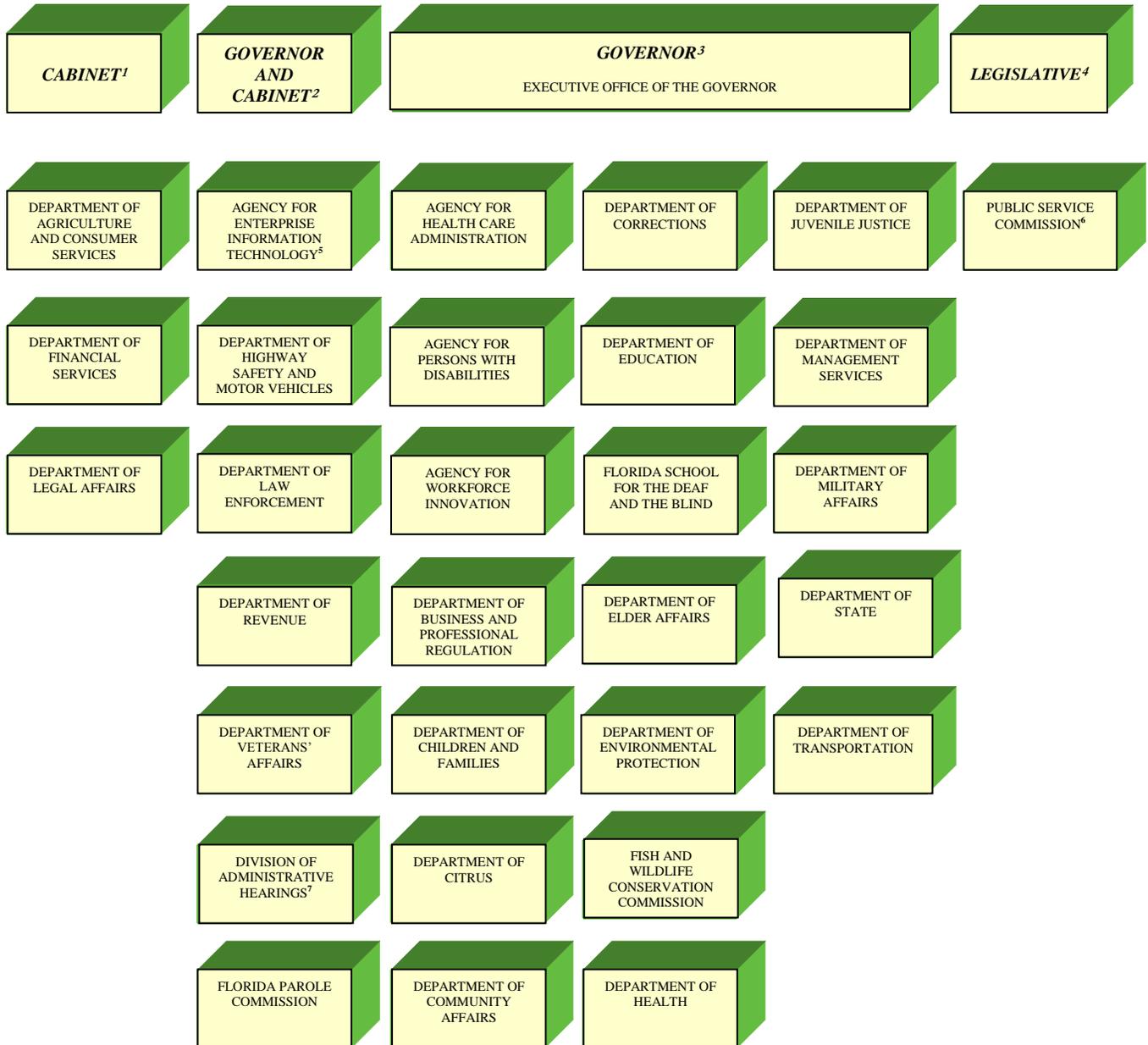
³ Data does not include interns and legislators. Data obtained from the Transparency Florida website at <http://transparencyflorida.gov>.

⁴ Includes pay plans: Fixed Salary – Elected or Appointed (pay plan 05), Fixed Salary – Senior Management Service Benefits (pay plan 15), and Fixed Salary – Senior Management Service Leave Benefits (pay plan 16).

⁵ Represents employees in pay plan 04. In addition, the Florida School for the Deaf and the Blind has employees that are considered part of the State Personnel System.

State Personnel System Entities

There are 31 departments and other autonomous entities within the executive branch of Florida government covered under the provisions of chapter 110, State Employment, of the Florida Statutes. Each entity operates within the same state and federal laws but with managerial decentralization. The following chart depicts the entities governed by the State Personnel System.



¹ Cabinet: Entities are headed by an independently elected official

² Governor and Cabinet: Entities are headed by the governor and cabinet

³ Governor: Entities are headed by an appointee of the governor

⁴ Legislative: Entities report to the legislature

⁵ The Agency for Enterprise Information Technology was created within the Executive Office of the Governor in July 2007; with the Governor and Cabinet as the head of the agency. As of June 30, 2010, the agency was not fully independent and established; and therefore, its data is combined with the data for the Executive Office of the Governor in this report

⁶ Although the legislature is not a part of the State Personnel System, most of the employees of the Public Service Commission are considered part of the SPS per section 110 205(2)(b), Florida Statutes

⁷ The Division of Administrative Hearings is headed by a director approved by the Cabinet acting as the Administration Commission per section 120 65(1), Florida Statutes

Source: Chapters 20 and 110, Florida Statutes

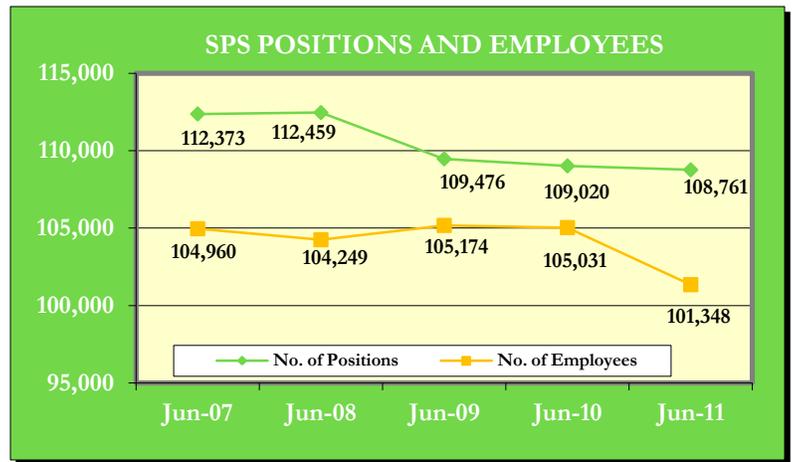
State Personnel System Positions and Employees As of June 30, 2011

The state of Florida's population is growing and its workforce is changing. Trends such as technological changes and changes in the overall size of the workforce may influence how work is performed.

The following information summarizes the general employment data regarding the makeup of the SPS:

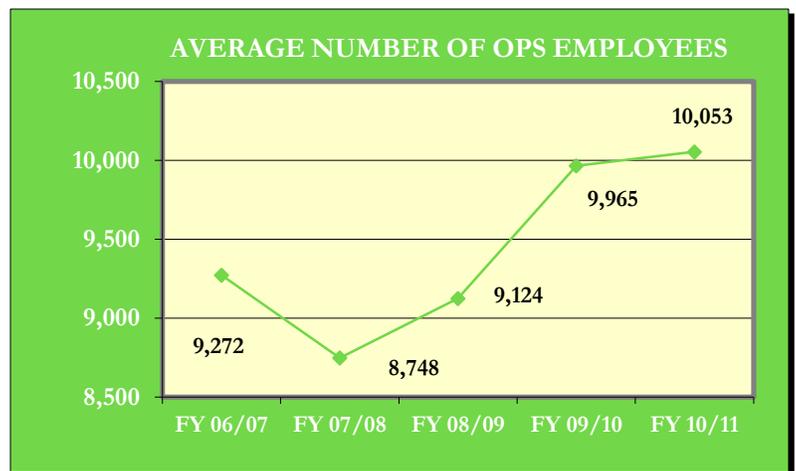
- The total number of established positions in the SPS decreased over the past five years, from 2007 to 2011, by 3,612 positions, or 3.2 percent. Similarly, the number of employees decreased by 3.4 percent.
 - In addition, the number of established positions decreased by 0.2 percent from 2010 to 2011. Correspondingly, the number of employees decreased 3.5 percent for the same time period.

- The majority of positions (89,029) and employees (82,761) in the SPS are in the Career Service pay plan. Since 2007, the number of positions in the Career Service decreased by 2,462, or 2.7 percent.
 - In comparing 2010 to 2011, the number of positions increased by 0.03 percent.



- Managers, supervisors, confidential¹ employees and certain professional positions, such as doctors and lawyers, are in the Selected Exempt Service pay plan. A total of 19,132 positions and 18,054 employees were in this pay plan at the end of Fiscal Year 2010-11.
 - Since 2007, the number of positions in the Selected Exempt Service decreased by 1,148 or 5.7 percent. However, the number of positions decreased by 288 or by 1.5 percent since 2010.
- Policy-making positions in upper management are in the Senior Management Service pay plan, which accounted for 600 positions and 533 employees at the end of Fiscal Year 2010-11.
 - Since 2007, the number of positions in the Senior Management Service decreased by 2 or 0.3 percent. This number decreased by 1 or 0.2 percent since 2010.

- Other Personal Services (OPS) employment is temporary. Individuals employed as OPS are paid on an hourly basis; and participate in Medicare and a 401(a) FICA Alternative Retirement Plan in lieu of social security. During Fiscal Year 2010-11, there was a monthly average of 10,053 individuals employed as Other Personal Services in agencies governed by the SPS.
 - This number was 8.4 percent more than the average for Fiscal Year 2006-07 and 0.9 percent greater than Fiscal Year 2009-10.



¹ As defined in Section 447 203(5), Florida Statutes
Source: Previous years' Annual Workforce Reports

Workforce Profile

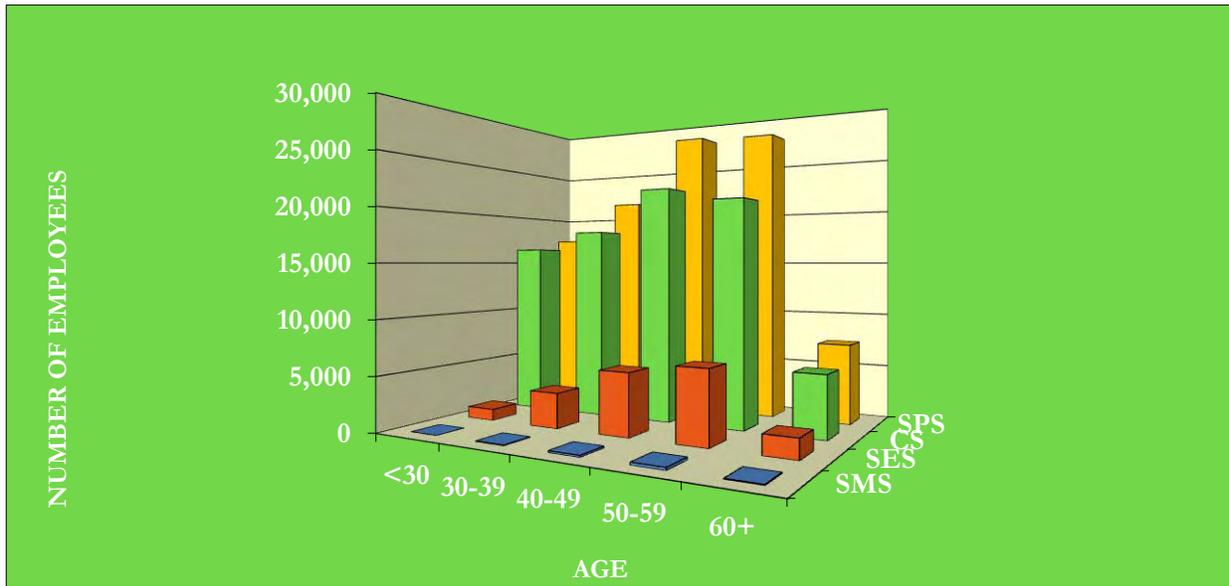
As of June 30, 2011

	State Personnel System	Career Service	Selected Exempt Service	Senior Management Service
Positions	108,761	89,029	19,132	600
Employees	101,348	82,761	18,054	533
% Female	56.7%	56.7%	56.9%	40.7%
% Minorities¹	38.7%	40.7%	30.3%	12.4%
Average Age	42.42	42.19	47.18	49.73
Average Salary	\$37,898	\$34,119	\$53,136	\$109,054
Average Length of Service	10.09	9.17	14.72	15.2
GENDER				
Male	43,953	35,858	7,779	316
Female	57,395	46,903	10,275	217
AVERAGE SALARY BY GENDER				
Male	\$41,543	\$35,849	\$58,739	\$110,282
Female	\$37,142	\$32,789	\$48,898	\$107,258
RACE/ETHNICITY				
White	62,086	49,037	12,583	466
Black or African American	28,005	24,270	3,701	34
Hispanic or Latino	8,657	7,398	1,234	25
Other²	2,519	1,983	529	7
Unknown	81	73	7	1
AVERAGE SALARY BY RACE/ETHNICITY				
White	\$39,987	\$35,513	\$54,906	\$109,059
Black or African American	\$33,259	\$31,483	\$44,138	\$107,306
Hispanic or Latino	\$35,840	\$32,480	\$54,719	\$110,171
Other²	\$45,052	\$38,114	\$69,984	\$112,984
Unknown	\$35,433	\$31,462	\$62,423	\$110,350
LENGTH OF SERVICE				
0 - 4.99 years	30,234	27,699	2,432	103
5.00 - 9.99 years	20,208	17,184	2,951	73
10.00 - 19.99 years	25,292	19,900	5,286	106
20.00 - 29.99 years	18,817	13,651	5,009	157
30+ years	6,797	4,327	2,376	94

¹ Minorities include employees having identified themselves as Black or African American, Hispanic or Latino, Asian, American Indian/Alaskan Native, Native Hawaiian/Other Pacific Islander, or Balance (two or more races)

² "Other" includes Asian, American Indian/Alaskan Native, Native Hawaiian/Other Pacific Islander, or Balance (two or more races)

Employees by Age and Pay Plan As of June 30, 2011



Pay Plan	Age					Total Employees
	<30	30-39	40-49	50-59	60+	
Career Service (CS)	16,349	18,025	21,989	20,819	5,579	82,761
Selected Exempt Service (SES)	1,045	3,199	5,610	6,482	1,718	18,054
Senior Management Service (SMS)	10	68	162	224	69	533
State Personnel System (SPS)	17,404	21,292	27,761	27,525	7,366	101,348
Percent of Total Employees as of June 30, 2011	17.2%	21.0%	27.4%	27.2%	7.3%	
Percent of Total Employees as of June 30, 2010	15.8%	20.8%	26.9%	27.7%	8.9%	105,031
Percent of Total Employees as of June 30, 2009	14.0%	20.5%	26.7%	28.3%	10.5%	105,174
Percent of Total Employees as of June 30, 2008	14.2%	20.6%	27.0%	28.5%	9.8%	104,249

FLORIDA POPULATION TRENDS

The Florida Legislature, Office of Economic and Demographic Research, Florida: Demographics provided the following statistics¹:

- Between 2009 and 2030, Florida's population is forecast to grow by almost 5.1 million. Florida's older population (age 60 and older) will account for most of Florida's population growth, 64.4 percent.
- In 2000, Florida's prime working age population (ages 25-54) accounted for 41.5 percent of the total population. With the aging baby boomer generation, this percentage is projected to have fallen by 39.4 percent in 2009 and by 2030 is projected to represent 34.1 percent of the population.
- Population aged 65 and over is forecast to represent 26.0 percent of the overall population in 2030, compared to 17.6 percent in 2000 and 17.5 percent in 2009.

¹ Florida Legislature, Office of Economic and Demographic Research, Florida: Demographics, April 20-21, 2011; located at: http://edr.state.fl.us/Content/presentations/population-demographics/DemographicOverview_4-20-11.pdf

Established Position Count by Agency As of June 30, 2011

An established position is a position authorized by the legislature and in a classification plan and pay plan as provided by law. The table below represents a snapshot of the number of established positions within each agency as of June 30, 2011, and may not represent the total number of positions authorized by the legislature. This table also shows the five-year trend in the number of established positions by agency.

Agency	Established Position Count						
	As of June 30					2007/2011 % Change	2010/2011 % Change
	2007	2008	2009	2010	2011		
Agency for Health Care Administration	1,718	1,715	1,669	1,625	1,640	-4.5%	0.9%
Agency for Persons with Disabilities	3,709	3,689	3,405	3,245	2,929	-21.0%	-9.7%
Agency for Workforce Innovation	1,564	1,466	1,361	1,493	1,564	-	4.8%
Agriculture and Consumer Services	3,813	3,805	3,585	3,518	3,605	-5.5%	2.5%
Business and Professional Regulation	1,561	1,599	1,571	1,545	1,569	0.5%	1.6%
Children and Families	13,355	13,463	12,941	12,951	12,833	-3.9%	-0.9%
Citrus	90	76	76	67	60	-33.3%	-10.4%
Community Affairs	364	364	342	294	344	-5.5%	17.0%
Corrections	28,032	28,272	27,806	28,921	28,371	1.2%	-1.9%
Division of Administrative Hearings	204	202	200	197	200	-2.0%	1.5%
Education	2,645	2,633	2,516	2,394	2,458	-7.1%	2.7%
Elder Affairs	418	416	416	418	454	8.6%	8.6%
Environmental Protection	3,618	3,627	3,534	3,490	3,519	-2.7%	0.8%
Financial Services	2,805	2,848	2,820	2,693	2,763	-1.5%	2.6%
Fish and Wildlife Conservation Commission	1,883	1,891	1,932	1,919	1,945	3.3%	1.4%
Health	16,865	16,810	16,744	16,457	16,511	-2.1%	0.3%
Highway Safety and Motor Vehicles	4,966	4,890	4,613	4,361	4,355	-12.3%	-0.1%
Juvenile Justice	5,008	5,016	4,695	4,501	4,399	-12.2%	-2.3%
Law Enforcement	1,988	1,984	1,830	1,747	1,667	-16.1%	-4.6%
Legal Affairs	1,293	1,344	1,272	1,266	1,271	-1.7%	0.4%
Management Services	1,053	1,029	989	1,002	1,000	-5.0%	-0.2%
Military Affairs ¹	271	277	286	292	302	11.4%	3.4%
Office of the Governor ^{1,2}	98	106	125	121	126	28.6%	4.1%
Parole Commission	145	145	125	120	123	-15.2%	2.5%
Public Service Commission	335	326	325	319	316	-5.7%	-0.9%
Revenue	5,399	5,328	5,147	5,065	5,165	-4.3%	2.0%
School for the Deaf and the Blind ¹	497	459	437	440	428	-13.9%	-2.7%
State	492	487	455	433	431	-12.4%	-0.5%
Transportation	7,537	7,523	7,359	7,212	7,347	-2.5%	1.9%
Veterans' Affairs	647	669	900	914	1,066	64.8%	16.6%
Total Established Positions	112,373	112,459	109,476	109,020	108,761	-3.2%	-0.2%

¹ These entities have positions in other pay plans that are not represented in this report. As these numbers only reflect part of the overall positions of these entities, caution should be used when drawing any conclusions regarding position changes as they would have to be based upon a separate analysis.

² Includes data for the Agency for Enterprise Information Technology.

Employee Count by Agency As of June 30, 2011

Employee count is determined by counting the number of distinct social security numbers in each agency excluding Other Personal Services employees. The table below represents a snapshot of the number of employees within each agency as of June 30, 2011. This table also shows the five-year trend in the number of employees by agency.

Agency	Employee Count						
	As of June 30					2007/2011 % Change	2010/2011 % Change
	2007	2008	2009	2010	2011		
Agency for Health Care Administration	1,603	1,605	1,604	1,589	1,532	-4.4%	-3.6%
Agency for Persons with Disabilities	3,312	3,259	2,995	2,822	2,806	-15.3%	-0.6%
Agency for Workforce Innovation	1,281	1,251	1,278	1,443	1,485	15.9%	2.9%
Agriculture and Consumer Services	3,527	3,456	3,400	3,380	3,237	-8.2%	-4.2%
Business and Professional Regulation	1,476	1,524	1,528	1,534	1,506	2.0%	-1.8%
Children and Families	12,530	12,574	12,602	12,797	12,345	-1.5%	-3.5%
Citrus	56	56	62	56	53	-5.4%	-5.4%
Community Affairs	333	319	319	284	309	-7.2%	8.8%
Corrections	26,765	26,467	27,030	27,733	26,434	-1.2%	-4.7%
Division of Administrative Hearings	199	198	199	192	186	-6.5%	-3.1%
Education	2,497	2,453	2,385	2,266	2,285	-8.5%	0.8%
Elder Affairs	391	388	402	406	425	8.7%	4.7%
Environmental Protection	3,490	3,499	3,495	3,432	3,326	-4.7%	-3.1%
Financial Services	2,577	2,549	2,589	2,528	2,528	-1.9%	-
Fish and Wildlife Conservation Commission	1,785	1,775	1,889	1,882	1,862	4.3%	-1.1%
Health	15,376	15,357	16,029	15,809	15,210	-1.1%	-3.8%
Highway Safety and Motor Vehicles	4,649	4,478	4,307	4,158	3,997	-14.0%	-3.9%
Juvenile Justice	4,698	4,692	4,500	4,423	4,048	-13.8%	-8.5%
Law Enforcement	1,863	1,863	1,737	1,671	1,591	-14.6%	-4.8%
Legal Affairs	1,154	1,167	1,120	1,114	1,072	-7.1%	-3.8%
Management Services	989	972	935	974	910	-8.0%	-6.6%
Military Affairs ¹	265	269	286	287	291	9.8%	1.4%
Office of the Governor ^{1,2}	91	97	112	104	108	18.7%	3.8%
Parole Commission	141	133	114	107	111	-21.3%	3.7%
Public Service Commission	292	316	319	313	297	1.7%	-5.1%
Revenue	5,064	4,872	4,970	4,983	4,844	-4.3%	-2.8%
School for the Deaf and the Blind ¹	464	455	433	429	408	-12.1%	-4.9%
State	470	452	430	426	402	-14.5%	-5.6%
Transportation	7,045	7,162	7,241	7,055	6,757	-4.1%	-4.2%
Veterans' Affairs	577	591	864	834	983	70.4%	17.9%
Total Employees	104,960	104,249	105,174	105,031	101,348	-3.4%	-3.5%

¹ These entities have employees in other pay plans that are not represented in this report. As these numbers only reflect part of the overall employees of these entities, caution should be used when drawing any conclusions regarding employee changes as they would have to be based upon a separate analysis.

² Includes data for the Agency for Enterprise Information Technology.

Full-Time Employee Count by Agency As of June 30, 2011

Full-time employee count is determined by counting the number of distinct social security numbers of employees who work 2,080 hours during the fiscal year in each agency excluding Other Personal Services employees. The table below represents a snapshot of the number of full-time employees within each agency as of June 30, 2011, and includes the five-year trend.

Agency	Full-Time Employee Count						
	As of June 30					2007/2011 % Change	2010/2011 % Change
	2007	2008	2009	2010	2011		
Agency for Health Care Administration	1,582	1,584	1,588	1,575	1,520	-3.9%	-3.5%
Agency for Persons with Disabilities	3,276	3,216	2,964	2,803	2,785	-15.0%	-0.6%
Agency for Workforce Innovation	1,267	1,240	1,267	1,435	1,477	16.6%	2.9%
Agriculture and Consumer Services	3,512	3,441	3,385	3,365	3,226	-8.1%	-4.1%
Business and Professional Regulation	1,461	1,509	1,520	1,524	1,494	2.3%	-2.0%
Children and Families	12,455	12,508	12,531	12,723	12,278	-1.4%	-3.5%
Citrus	54	54	59	52	50	-7.4%	-3.8%
Community Affairs	332	318	319	284	309	-6.9%	8.8%
Corrections	26,759	26,463	27,023	27,727	26,428	-1.2%	-4.7%
Division of Administrative Hearings	199	198	199	192	186	-6.5%	-3.1%
Education	2,481	2,437	2,362	2,251	2,272	-8.4%	0.9%
Elder Affairs	381	381	394	399	417	9.4%	4.5%
Environmental Protection	3,474	3,485	3,484	3,421	3,316	-4.5%	-3.1%
Financial Services	2,565	2,537	2,583	2,521	2,525	-1.6%	0.2%
Fish and Wildlife Conservation Commission	1,769	1,761	1,872	1,865	1,847	4.4%	-1.0%
Health	14,851	14,821	15,522	15,342	14,783	-0.5%	-3.6%
Highway Safety and Motor Vehicles	4,600	4,433	4,262	4,118	3,961	-13.9%	-3.8%
Juvenile Justice	4,690	4,682	4,489	4,412	4,038	-13.9%	-8.5%
Law Enforcement	1,853	1,854	1,728	1,662	1,585	-14.5%	-4.6%
Legal Affairs	1,145	1,160	1,114	1,109	1,069	-6.6%	-3.6%
Management Services	931	923	889	925	865	-7.1%	-6.5%
Military Affairs ¹	263	267	284	287	291	10.6%	1.4%
Office of the Governor ^{1,2}	91	97	112	104	108	18.7%	3.8%
Parole Commission	137	129	111	104	108	-21.2%	3.8%
Public Service Commission	291	315	318	312	296	1.7%	-5.1%
Revenue	4,974	4,812	4,911	4,944	4,814	-3.2%	-2.6%
School for the Deaf and the Blind ¹	459	451	431	428	406	-11.5%	-5.1%
State	462	443	423	419	397	-14.1%	-5.3%
Transportation	7,030	7,156	7,232	7,048	6,751	-4.0%	-4.2%
Veterans' Affairs	569	585	858	827	979	72.1%	18.4%
Total Full-Time Employees	103,913	103,260	104,234	104,178	100,581	-3.2%	-3.5%

¹ These entities have employees in other pay plans that are not represented in this report. As these numbers only reflect part of the overall employees of these entities, caution should be used when drawing any conclusions regarding employee changes as they would have to be based upon a separate analysis.

² Includes data for the Agency for Enterprise Information Technology.

Part-Time Employee Count by Agency As of June 30, 2011

Part-time employee count is determined by counting the number of distinct social security numbers of employees who work less than 2,080 hours during the fiscal year in each agency excluding Other Personal Services employees. The table below represents a snapshot of the number of part-time employees within each agency as of June 30, 2011, and includes the five-year trend.

Agency	Part-Time Employee Count						
	As of June 30					2007/2011 % Change	2010/2011 % Change
	2007	2008	2009	2010	2011		
Agency for Health Care Administration	21	21	16	14	12	-42.9%	-14.3%
Agency for Persons with Disabilities	36	43	31	19	21	-41.7%	10.5%
Agency for Workforce Innovation	14	11	11	8	8	-42.9%	-
Agriculture and Consumer Services	15	15	15	15	11	-26.7%	-26.7%
Business and Professional Regulation	15	15	8	10	12	-20.0%	20.0%
Children and Families	75	66	71	74	67	-10.7%	-9.5%
Citrus	2	2	3	4	3	50.0%	-25.0%
Community Affairs	1	1	-	-	-	-100.0%	-
Corrections	6	4	7	6	6	-	-
Division of Administrative Hearings	-	-	-	-	-	-	-
Education	16	16	23	15	13	-18.8%	-13.3%
Elder Affairs	10	7	8	7	8	-20.0%	14.3%
Environmental Protection	16	14	11	11	10	-37.5%	-9.1%
Financial Services	12	12	6	7	3	-75.0%	-57.1%
Fish and Wildlife Conservation Commission	16	14	17	17	15	-6.3%	-11.8%
Health	525	536	507	467	427	-18.7%	-8.6%
Highway Safety and Motor Vehicles	49	45	45	40	36	-26.5%	-10.0%
Juvenile Justice	8	10	11	11	10	25.0%	-9.1%
Law Enforcement	10	9	9	9	6	-40.0%	-33.3%
Legal Affairs	9	7	6	5	3	-66.7%	-40.0%
Management Services	58	49	46	49	45	-22.4%	-8.2%
Military Affairs ¹	2	2	2	-	-	-100.0%	-
Office of the Governor ^{1,2}	-	-	-	-	-	-	-
Parole Commission	4	4	3	3	3	-25.0%	-
Public Service Commission	1	1	1	1	1	-	-
Revenue	90	60	59	39	30	-66.7%	-23.1%
School for the Deaf and the Blind ¹	5	4	2	1	2	-60.0%	100.0%
State	8	9	7	7	5	-37.5%	-28.6%
Transportation	15	6	9	7	6	-60.0%	-14.3%
Veterans' Affairs	8	6	6	7	4	-50.0%	-42.9%
Total Part-Time Employees	1,047	989	940	853	767	-26.7%	-10.1%

¹ These entities have employees in other pay plans that are not represented in this report. As these numbers only reflect part of the overall employees of these entities, caution should be used when drawing any conclusions regarding employee changes as they would have to be based upon a separate analysis.

² Includes data for the Agency for Enterprise Information Technology.

Employee Count by Agency and Pay Plan As of June 30, 2011

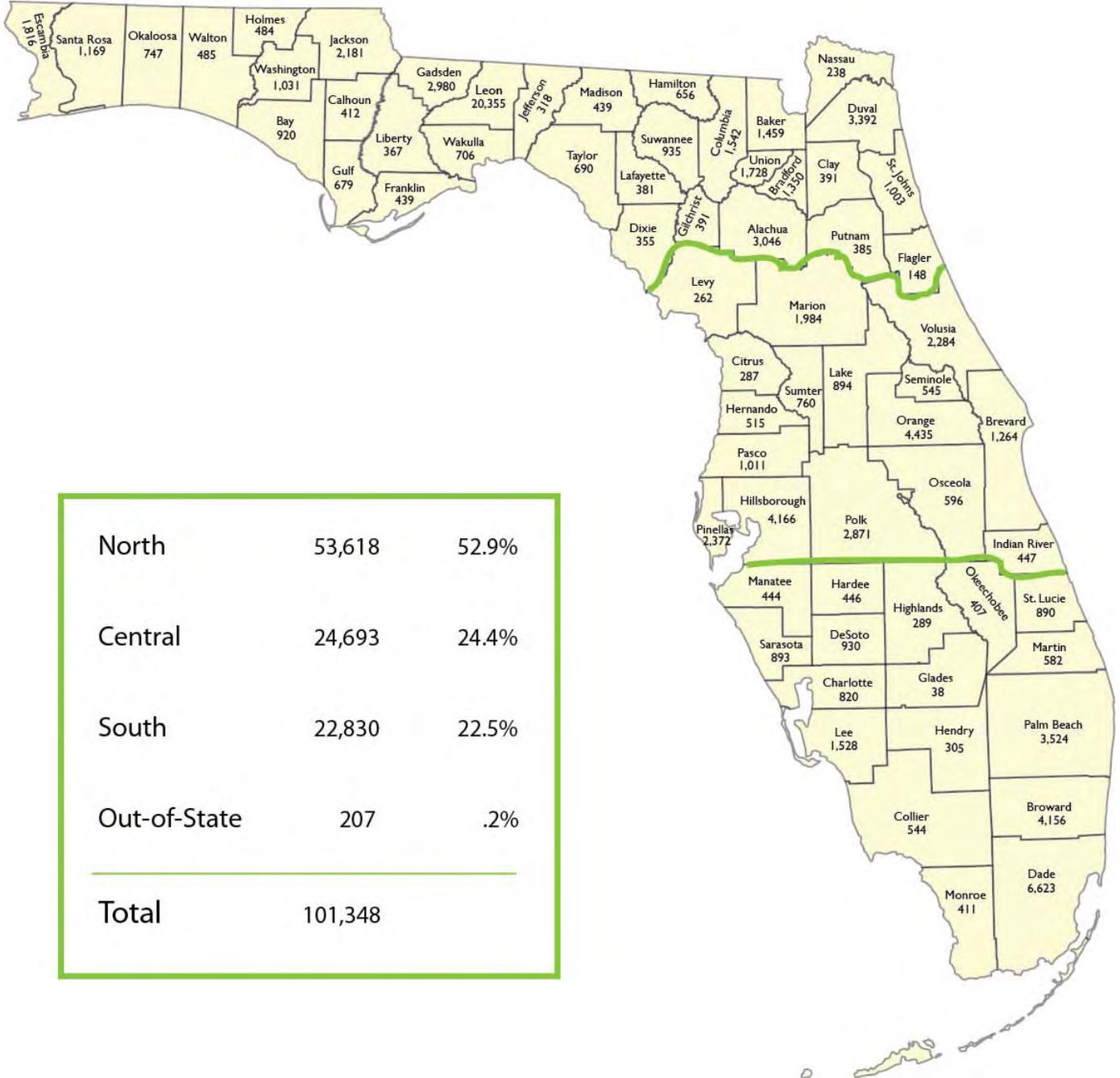
Employee count is determined by counting the number of distinct social security numbers in each agency excluding Other Personal Services employees. The table below represents a snapshot of the number of employees by pay plan within each agency as of June 30, 2011.

Agency	Employees by Pay Plan						Total Count
	Career Service	Percent	Selected Exempt Service	Percent	Senior Management Service	Percent	
Agency for Health Care Administration	1,114	72.7%	412	26.9%	6	0.4%	1,532
Agency for Persons with Disabilities	2,187	77.9%	614	21.9%	5	0.2%	2,806
Agency for Workforce Innovation	1,184	79.7%	292	19.7%	9	0.6%	1,485
Agriculture and Consumer Services	2,479	76.6%	733	22.6%	25	0.8%	3,237
Business and Professional Regulation	1,073	71.2%	415	27.6%	18	1.2%	1,506
Children and Families	9,757	79.0%	2,551	20.7%	37	0.3%	12,345
Citrus	19	35.8%	31	58.5%	3	5.7%	53
Community Affairs	211	68.3%	91	29.4%	7	2.3%	309
Corrections	24,864	94.1%	1,554	5.9%	16	0.1%	26,434
Division of Administrative Hearings	119	64.0%	66	35.5%	1	0.5%	186
Education	1,500	65.6%	755	33.0%	30	1.3%	2,285
Elder Affairs	296	69.6%	122	28.7%	7	1.6%	425
Environmental Protection	2,314	69.6%	987	29.7%	25	0.8%	3,326
Financial Services	1,759	69.6%	730	28.9%	39	1.5%	2,528
Fish and Wildlife Conservation Commission	1,533	82.3%	308	16.5%	21	1.1%	1,862
Health	12,523	82.3%	2,617	17.2%	70	0.5%	15,210
Highway Safety and Motor Vehicles	3,503	87.6%	483	12.1%	11	0.3%	3,997
Juvenile Justice	3,175	78.4%	854	21.1%	19	0.5%	4,048
Law Enforcement	1,379	86.7%	192	12.1%	20	1.3%	1,591
Legal Affairs	541	50.5%	511	47.7%	20	1.9%	1,072
Management Services	494	54.3%	401	44.1%	15	1.6%	910
Military Affairs ¹	183	62.9%	102	35.1%	6	2.1%	291
Office of the Governor ^{1,2}	-	-	75	69.4%	33	30.6%	108
Parole Commission	79	71.2%	28	25.2%	4	3.6%	111
Public Service Commission	171	57.6%	118	39.7%	8	2.7%	297
Revenue	4,091	84.5%	742	15.3%	11	0.2%	4,844
School for the Deaf and the Blind ¹	322	78.9%	86	21.1%	-	-	408
State	249	61.9%	142	35.3%	11	2.7%	402
Transportation	4,775	70.7%	1,936	28.7%	46	0.7%	6,757
Veterans' Affairs	867	88.2%	106	10.8%	10	1.0%	983
Total Employees	82,761	81.7%	18,054	17.8%	533	0.5%	101,348

¹ These entities have employees in other pay plans that are not represented in this report. As these numbers only reflect part of the overall employees of these entities, caution should be used when drawing any conclusions regarding employee changes as they would have to be based upon a separate analysis.

² Includes data for the Agency for Enterprise Information Technology.

Employees by County *As of June 30, 2011*

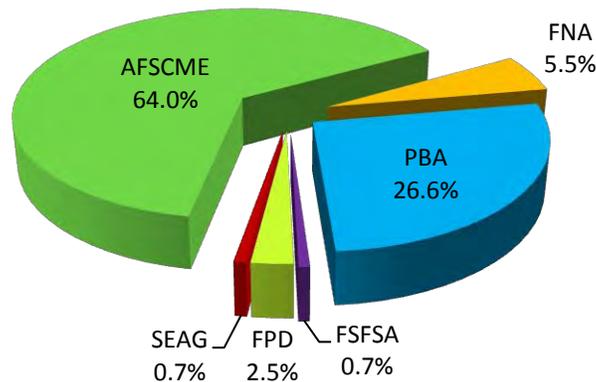


Established Positions Represented by Collective Bargaining Unit As of June 30, 2011

The table below depicts the number of established positions represented by a collective bargaining unit as of June 30, 2011, and includes a five year trend.

Labor Organization	Collective Bargaining Unit	2007	2008	2009	2010	2011	2007/2011 % Change	2010/2011 % Change
American Federation of State, County and Municipal Employees (AFSCME)	Administrative and Clerical Unit	19,053	18,756	18,104	17,447	17,481	-8.3%	0.2%
	Operational Services Unit	4,365	4,358	4,214	4,066	4,088	-6.3%	0.5%
	Human Services Unit	9,312	9,139	9,519	9,345	9,285	-0.3%	-0.6%
	Professional Unit	26,876	26,797	27,056	26,334	27,180	1.1%	3.2%
Florida Nurses Association (FNA)	Professional Health Care Unit	5,103	4,878	4,944	4,957	4,991	-2.2%	0.7%
Police Benevolent Association (PBA)	Law Enforcement Unit	3,234	1,632	1,605	1,531	1,554	-51.9%	1.5%
	Security Services Unit	20,995	21,178	22,072	21,447	20,923	-0.3%	-2.4%
	Special Agents Unit	343	336	292	274	256	-25.4%	-6.6%
	Highway Patrol Unit ¹	-	1,582	1,477	1,436	1,472	-	2.5%
Florida State Fire Service Association (FSFSA)	Fire Service Unit	615	612	613	599	605	-1.6%	1.0%
Federation of Physicians and Dentists (FPD)	SES Physicians Unit	454	416	441	433	438	-3.5%	1.2%
	SES Non-Professional Supervisory Unit	1,927	1,902	1,872	1,839	1,807	-6.2%	-1.7%
State Employees Attorneys Guild (SEAG)	SES Attorneys Unit	523	543	569	608	659	26.0%	8.4%
Total Positions		92,800	92,129	92,778	90,316	90,739	-2.2%	0.5%

2011 Labor Organization Representation



¹ The Highway Patrol Unit was established on July 30, 2007

Representation and Membership by Collective Bargaining Unit As of June 30, 2011

Of the 10 most populous states, Florida had one of the lowest percentages of union membership in 2009 at 5.8 percent and ranked fourth lowest behind Ohio (14.2 percent) in the percent of unionized wage and salary workers¹ in both the public and private sectors. New York had the highest percentage at 25.2 percent. Overall, union membership in Florida decreased 14.7 percent from 2008 to 2009².

Labor Organization	Collective Bargaining Unit	Total Employees Represented	Dues Paying Employees	Percent	Non – Dues Paying Employees	Percent
American Federation of State, County and Municipal Employees	Administrative and Clerical	16,135	2,012	12.5%	14,123	87.5%
	Operational Services	3,731	3	0.1%	3,728	99.9%
	Human Services	8,570	29	0.3%	8,541	99.7%
	Professional	25,298	20	0.1%	25,278	99.9%
Florida Nurses Association	Professional Health Care	4,431	582	13.1%	3,849	86.9%
Police Benevolent Association	Law Enforcement	1,411	441	31.3%	970	68.7%
	Security Services	19,582	9,997	51.1%	9,585	48.9%
	Special Agents	235	154	65.5%	81	34.5%
	Highway Patrol	1,376	572	41.6%	804	58.4%
Florida State Fire Service Association	Fire Service	560	293	52.3%	267	47.7%
Federation of Physicians and Dentists	SES Physicians	339	57	16.8%	282	83.2%
	SES Non-Professional Supervisory	1,704	-	-	1,704	100.0%
State Employees Attorneys Guild	SES Attorneys	616	7	1.1%	609	98.9%
Total		83,988	14,167	16.9%	69,821	83.1%

National Union Membership

The following statistics are taken from the U. S. Department of Labor, Bureau of Labor Statistics, Economic News Release³. The statistics below represent data for both public and private sector employment during 2010:

- The national union membership rate for public sector workers, 36.2 percent or 7.6 million employees, was substantially higher than the rate for private sector workers 6.9 percent or 7.1 million employees.
- Within the public sector, local government workers had the highest union membership rate, 42.3 percent. This group includes several heavily unionized occupations, such as teachers, police officers and firefighters.
- In 2010, 16.3 million wage and salary workers were represented by a union. This group includes both union members (14.7 million) and those not affiliated with a union, but whose jobs are covered by a union contract (1.6 million). Government workers represented about half of the 1.6 million workers covered by a union contract, but were not members of a union.

¹ The Bureau of Labor Statistics defines wage and salary workers to include those who receive wages, salaries, commissions, tips, payment in kind or piece rates

² Statistical information obtained from the Agency for Workforce Innovations publication titled: Florida Facts - Union Membership in Florida and the Nation, February 2009, <http://www.labormarketinfo.com/pubs/index.htm#12>

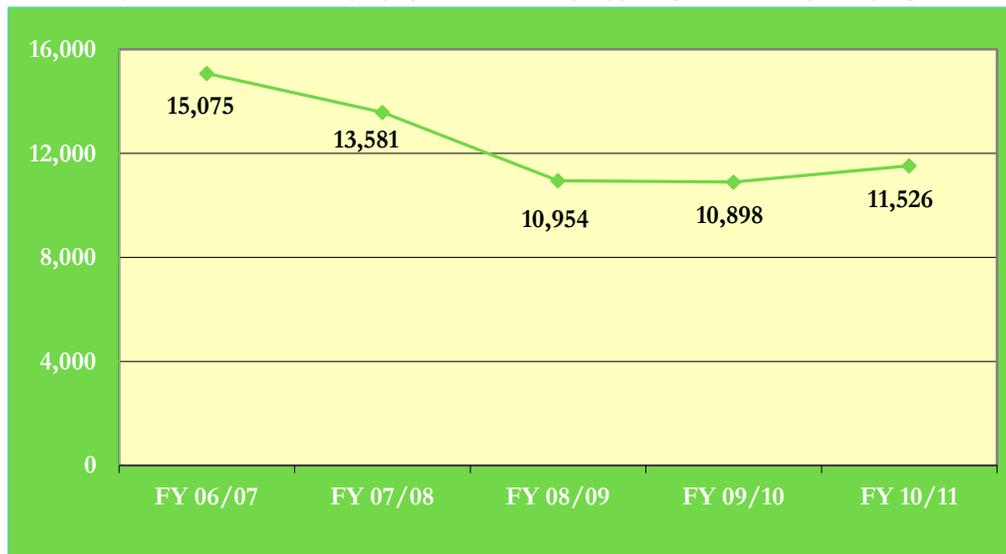
³ Bureau of Labor Statistics, Economic News Release, issued January 21, 2011, "Union Members- 2010", <http://www.bls.gov/news.release/pdf/union2.pdf>

Separations: Career Service As of June 30, 2011

The following chart depicts trends in the number of Career Service employee separations during each fiscal year by separation reason.

Separations	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11	2007/2011 % Change	2010/2011 % Change
EMPLOYER INITIATED SEPARATIONS							
Abandonment	35	24	15	16	17	-51.4%	6.3%
Dismissal	1,406	1,470	1,437	1,340	1,459	3.8%	8.9%
End of appointment period	203	173	152	170	246	21.2%	44.7%
Failed to complete probationary period	813	693	696	620	550	-32.3%	-11.3%
Layoff	69	124	201	337	160	131.9%	-52.5%
Total	2,526	2,484	2,501	2,483	2,432	-3.7%	-2.1%
EMPLOYEE INITIATED SEPARATIONS							
Career advancement outside state government	1,646	1,422	1,012	855	725	-56.0%	-15.2%
Death of employee ¹	142	140	123	135	143	0.7%	5.9%
Retirement	2,111	2,012	1,747	2,043	2,521	19.4%	23.4%
Termination initiated by employee (Reasons Unknown)	8,650	7,523	5,571	5,382	5,705	-34.0%	6.0%
Total	12,549	11,097	8,453	8,415	9,094	-27.5%	8.1%
Total Separations	15,075	13,581	10,954	10,898	11,526	-23.5%	5.8%
Number of Career Service Employees	85,197	84,523	85,460	85,588	82,761	-2.9%	0.1%
Percentage of Separations to Number of Career Service Employees	17.7%	16.1%	12.8%	12.7%	13.9%	-	-

FIVE-YEAR TREND: SEPARATIONS – CAREER SERVICE



¹ Separation type “Death of Employee” includes deaths in the line of duty

Employer Initiated Career Service Separations by Agency As of June 30, 2011

The table below depicts the employer initiated separations of Career Service employees by agency and by reason during Fiscal Year 2010-11.

Agency	Abandonment	Dismissal	End of Appointment Period	Failed to Complete Probationary Period	Layoff	Total
Agency for Health Care Administration	-	5	-	8	-	13
Agency for Persons with Disabilities	1	67	2	13	13	96
Agency for Workforce Innovation	-	12	10	13	1	36
Agriculture and Consumer Services	-	17	-	1	-	18
Business and Professional Regulation	-	14	-	-	2	16
Children and Families	3	144	58	103	17	325
Citrus	-	2	-	-	-	2
Community Affairs	-	1	-	-	-	1
Corrections	1	889	1	103	-	994
Division of Administrative Hearings	-	1	-	6	2	9
Education	-	9	-	1	5	15
Elder Affairs	-	1	1	-	-	2
Environmental Protection	-	20	8	8	-	36
Financial Services	-	10	1	10	5	26
Fish and Wildlife Conservation Commission	-	4	1	-	-	5
Health	6	80	15	66	87	254
Highway Safety and Motor Vehicles	-	28	133	20	12	193
Juvenile Justice	1	65	-	42	6	114
Law Enforcement	-	4	-	-	-	4
Legal Affairs	-	4	2	1	1	8
Management Services	1	6	1	1	4	13
Military Affairs	-	1	-	-	-	1
Office of the Governor ¹	-	-	-	-	-	-
Parole Commission	-	1	1	-	-	2
Public Service Commission	-	-	-	1	-	1
Revenue	1	27	5	29	-	62
School for the Deaf and the Blind	2	6	1	7	-	16
State	-	2	-	2	5	9
Transportation	-	23	5	9	-	37
Veterans' Affairs	1	16	1	106	-	124
Total Employer Initiated Separations	17	1,459	246	550	160	2,432
Percent of Total	0.7%	60.0%	10.1%	22.6%	6.6%	-

¹ Includes data for the Agency for Enterprise Information Technology

Employee Initiated Career Service Separations by Agency As of June 30, 2011

The table below depicts the employee initiated separations from the Career Service by agency and by reason during Fiscal Year 2010-11.

Agency	Career Advanceme nt Outside State Government	Death of Employee	Death of Employee in Line of Duty	Retirement	Separation Reason Unknown	Total
Agency for Health Care Administration	32	3	-	43	43	121
Agency for Persons with Disabilities	9	4	-	57	187	257
Agency for Workforce Innovation	13	2	-	57	62	134
Agriculture and Consumer Services	1	13	2	104	105	225
Business and Professional Regulation	10	5	-	22	69	106
Children and Families	147	12	-	307	813	1,279
Citrus	-	-	-	3	1	4
Community Affairs	6	1	-	5	14	26
Corrections	19	42	1	717	2,066	2,845
Division of Administrative Hearings	3	-	-	11	4	18
Education	10	3	-	39	111	163
Elder Affairs	1	1	-	6	16	24
Environmental Protection	45	2	-	56	84	187
Financial Services	107	2	-	63	-	172
Fish and Wildlife Conservation Commission	11	4	-	26	66	107
Health	183	16	-	370	912	1,481
Highway Safety and Motor Vehicles	10	9	-	110	118	247
Juvenile Justice	51	3	-	66	411	531
Law Enforcement	4	1	-	53	70	128
Legal Affairs	6	-	-	15	34	55
Management Services	10	-	-	19	17	46
Military Affairs	1	-	-	4	6	11
Office of the Governor ¹	-	-	-	-	-	-
Parole Commission	-	-	-	1	2	3
Public Service Commission	-	-	-	10	5	15
Revenue	17	4	-	150	217	388
School for the Deaf and the Blind State	-	-	-	3	19	22
State	5	-	-	8	12	25
Transportation	15	11	-	178	80	284
Veterans' Affairs	9	2	-	18	161	190
Total Employee Initiated Separations	725	140	3	2,521	5,705	9,094
Percent of Total	8.0%	1.5%	-	27.7%	62.7%	-

¹ Includes the Agency for Enterprise Information Technology

Retirement Count by Pay Plan

The following chart depicts trends in the number of retirements by fiscal year and by pay plan for the State Personnel System.

Fiscal Year	Retirements by Pay Plan						
	Career Service	Percent	Selected Exempt Service	Percent	Senior Management Service	Percent	State Personnel System
Fiscal Year 2010-11	2,521	76.1%	743	22.4%	50	1.5%	3,314
Fiscal Year 2009-10	2,043	74.6%	665	24.3%	32	1.2%	2,740
Fiscal Year 2008-09	1,747	72.4%	639	26.5%	27	1.1%	2,413
Fiscal Year 2007-08	2,012	75.4%	630	23.6%	25	0.9%	2,667
Fiscal Year 2006-07	2,111	75.0%	670	23.8%	32	1.1%	2,813
Fiscal Year 2005-06	2,111	75.9%	648	23.3%	21	0.8%	2,780
Fiscal Year 2004-05	1,823	76.7%	531	22.3%	22	0.9%	2,376
Fiscal Year 2003-04	2,119	75.9%	636	22.8%	37	1.3%	2,792
Fiscal Year 2002-03	2,775	74.9%	894	24.1%	37	1.0%	3,706
Fiscal Year 2001-02	2,223	79.7%	545	19.5%	21	0.8%	2,789
Total Retirements	21,485	75.7%	6,601	23.3%	304	1.1%	28,390
10 Year Average - Number of Retirements	2,149	75.7%	660	23.2%	30	1.1%	2,839
Number of Employees as of June 30, 2011	82,761	81.7%	18,054	17.8%	533	0.5%	101,348
Percentage of Average Retirements to Number of Employees as of June 30, 2011	2.6%		3.7%		5.7%		2.80%

- According to the United States Department of Labor – Bureau of Labor Statistics¹, for persons aged 55 years and older, the labor force participation rate increased from 29.2 percent in 1993 to 40.4 percent in May 2009, the highest rate since March 1962. Since the recent peak in May 2009, the rate has shown little change; it was 40.0 percent in February 2010.
- The Employee Benefit Research Institute² states that:
 - The age at which workers expect to retire continues its slow, upward trend. In particular, the percentage of workers who expect to retire after age 65 has increased over time, from 11 percent in 1991 and 1996 to 20 percent in 2001, 25 percent in 2006, and 36 percent in 2011.
 - 40.2 percent of workers in 2010 were age 55 and older – the highest level in 35 years.
 - The percentage of Americans age 55 or older who were in the labor force tumbled from 34.6 percent in 1975 to 29.4 percent in 1993, before climbing to 40.2 percent in 2010.
- One-third of state and local workers with special skills, such as teachers, nurses, legal staff, engineers and managers, will be eligible to retire within five years as stated by the Center for State and Local Government Excellence³.

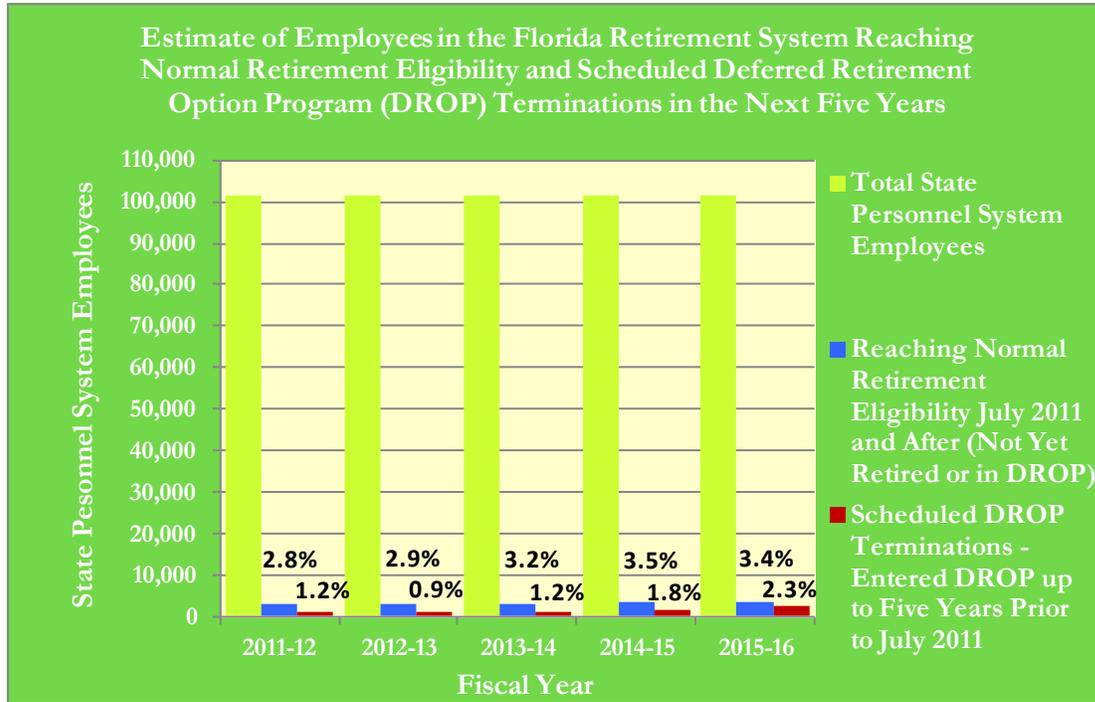
¹ United States Department of Labor – Bureau of Labor Statistics, “Issues in Labor Statistics”, Summary 10-04, titled “Record unemployment among older workers does not keep them out of the job market” issued March 2010

² Employee Benefit Research Institute – www.ebri.org/publications/ib/index.cfm?fa=ibDisp&content_id=4772

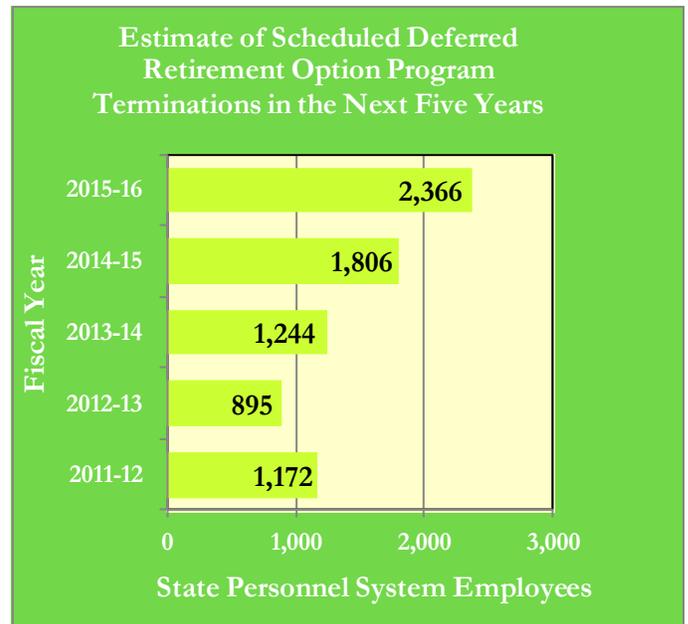
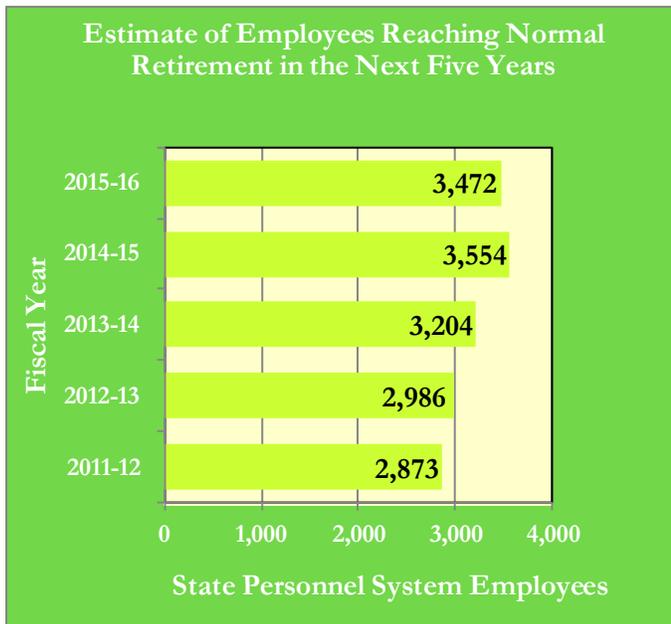
³ Bloomberg Businessweek, April 21, 2011, “State Workers Run for the Exits”

Retirement Projections As of June 30, 2011

The following charts depict retirement projections based on normal retirement eligibility and scheduled Deferred Retirement Option Program (DROP) terminations for the next five fiscal years.



Retirement projections as noted in these charts were based on membership in the Florida Retirement System as of June 30, 2011. Normal retirement eligibility for Pension Plan members was tied to the membership class and for members of the Investment Plan it was based on age 62.



Source: Department of Management Services' Division of Retirement.

Other Personal Services Employment

As of June 30, 2011

Section 110.131, Florida Statutes, provides agencies the authority to employ individuals in Other Personal Services (OPS) temporary employment. OPS employees do not fill established positions and are not eligible for state benefits; however, they are covered for social security, medicare, workers' compensation, unemployment compensation and may participate in deferred compensation. The figures in the chart below represent a 12-month average of the number of OPS employees for each agency during the fiscal year.

AVERAGE NUMBER OF OPS EMPLOYEES BY AGENCY

Agency	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11	2007/2011 % Change	2010/2011 % Change
Agency for Health Care Administration	125	132	134	145	151	20.8%	4.1%
Agency for Persons with Disabilities	863	853	881	805	815	-5.6%	1.2%
Agency for Workforce Innovation	172	183	355	740	599	248.3%	-19.1%
Agriculture and Consumer Services	750	564	487	546	517	-31.1%	-5.3%
Business and Professional Regulation	319	288	270	227	188	-41.1%	-17.2%
Children and Families	715	658	773	942	957	33.8%	1.6%
Citrus	12	10	10	10	10	-16.7%	-
Community Affairs	155	136	181	176	147	-5.2%	-16.5%
Corrections	557	675	850	1,000	881	58.2%	-11.9%
Division of Administrative Hearings	11	6	3	2	3	-72.7%	50.0%
Education	187	178	166	190	147	-21.4%	-22.6%
Elder Affairs	119	119	113	117	113	-5.0%	-3.4%
Environmental Protection	1,164	1,122	1,137	1,110	1,050	-9.8%	-5.4%
Financial Services	156	142	138	135	126	-19.2%	-6.7%
Fish and Wildlife Conservation Commission	628	654	637	660	703	11.9%	6.5%
Health	1,767	1,632	1,637	1,852	2,381	34.7%	28.6%
Highway Safety and Motor Vehicles	322	307	281	224	212	-34.2%	-5.4%
Juvenile Justice	161	155	147	127	117	-27.3%	-7.9%
Law Enforcement	115	124	108	82	80	-30.4%	-2.4%
Legal Affairs	62	65	77	99	106	71.0%	7.1%
Management Services	22	36	33	21	13	-40.9%	-38.1%
Military Affairs	56	12	9	6	7	-87.5%	16.7%
Office of the Governor ¹	44	47	39	39	34	-22.7%	-12.8%
Parole Commission	18	13	13	9	21	16.7%	133.3%
Public Service Commission	8	8	10	10	8	-	-20.0%
Revenue	190	153	115	113	119	-37.4%	5.3%
School for the Deaf and the Blind State	234	149	152	172	193	-17.5%	12.2%
State	110	112	125	136	95	-13.6%	-30.1%
Transportation	163	151	126	97	81	-50.3%	-16.5%
Veterans' Affairs	67	64	117	173	179	167.2%	3.5%
Avg. Number of OPS Employees	9,272	8,748	9,124	9,965	10,053	8.4%	0.9%
Percentage of OPS Employees to the Number of Total Employees	8.8%	8.4%	8.7%	9.5%	9.9%	-	-

¹ Includes data for the Agency for Enterprise Information Technology

Workforce Compensation

- *Workforce Compensation Overview*
- *Classification and Pay Plans*
- *Annual Legislative Pay Adjustments*
- *Salary Distribution by Gender and Ethnicity by Pay Plan*
- *Average Salary by Agency and Pay Plan*
- *Total Compensation: Salaries and Benefits*
- *Comparison of Benefits by Pay Plan*
- *Benefit Comparisons to Selected States*
- *Employee Group Health Insurance Membership*
- *Employee Retirement Membership*
- *Pay Additives: Career Service*
- *Savings Sharing Program*

Workforce Compensation Overview

Total compensation is defined as the total salary and benefits package provided to recruit and retain a high performance workforce for the State Personnel System (SPS). The elements of the current total compensation package include basic salary, health and life insurance, retirement, social security, medicare and leave benefits. In addition, employees in the Selected Exempt Service and Senior Management Service receive disability insurance.

The following observations regarding SPS Workforce Compensation can be made from an analysis of information in this section:

- The SPS average salary of \$37,898 as of June 30, 2011, represents a 1.7 percent decrease from the average salary of \$38,540 as of June 30, 2010.
- For 2010, the State Personnel System average salary of \$38,540 was 7.9 percent less than Florida's Annual Average Wage – Total All Industries¹ of \$41,570.
- Since June 30, 2007, the average salary for employees in the SPS decreased by 1.1 percent from \$38,313 to \$37,898.
- As of June 30, 2011, 66,218 or 80.0 percent of Career Service employees and 5,337 or 29.6 percent of Selected Exempt Service employees earned a salary of less than \$40,000 per year. For the same time period, 180 or 33.8 percent of Senior Management Service employees earned a salary of less than \$100,000.
- As of June 30, 2011, the average value of benefits for Career Service employees represented 41.7 percent of the total compensation package while the percentage for the Selected Exempt Service and Senior Management Service was 38.6 percent and 34.5 percent, respectively.
- 53,255 employees, or 52.5 percent, used a Health Maintenance Organization; and 37,972 employees, or 37.5 percent, used a Preferred Provider Organization for health insurance benefits as of June 30, 2011.
- As of June 30, 2011, 68,967 or 73.43 percent of all employees were members of the Regular Class for retirement.
- The number of pay additives (i.e., temporary special duty, competitive area differential, etc.) provided to Career Service employees as of June 30, 2011, was 18,955, a 4.3 percent decrease from the 19,813 pay additives provided to employees as of June 30, 2010.

FIVE-YEAR TREND: AVERAGE SALARIES BY PAY PLAN

Pay Plan	As of June 30					2007/2011 % Change
	2007	2008	2009	2010	2011	
Career Service	\$34,660	\$34,508	\$34,653	\$34,651	\$34,119	-1.6%
Selected Exempt Service	\$53,116	\$53,486	\$54,019	\$54,368	\$53,136	0.0%
Senior Management Service	\$109,004	\$109,407	\$109,011	\$109,266	\$109,054	0.0%
State Personnel System	\$38,313	\$38,839	\$38,517	\$38,540	\$37,898	-1.1%
Florida Annual Average Wage -- Total All Industries ¹	\$39,762	\$40,569	\$40,973	\$41,570	-	4.5% ²

¹ Agency for Workforce Innovation, Labor Market Statistics, Quarterly Census of Employment and Wages Program, July 2011

² Percentage change reflects 2007/2010 instead of 2007/2011 (the Agency for Workforce Innovation had not published the 2011 figures at the time this report was published)

Classification and Pay Plans

As of June 30, 2011

The Career Service, Selected Exempt Service and Senior Management Service operate under a broadband classification and compensation system. Under the broadband classification system, positions are organized by broad job categories called job families. Positions are further divided into occupational groups and occupations.

Sections 110.406(1) and 110.606(1), Florida Statutes, require the Department of Management Services (DMS) to compile data regarding the administration of the Senior Management and Selected Exempt Services. DMS provides the information below and other information throughout this report to comply with these requirements.

The State Personnel System utilized: 23 job families, 38 occupational groups, 257 occupations and 145 broadband levels.

- Career Service: 194 occupations and 17 pay bands
- Selected Exempt Service: 170 occupations and 22 pay bands
- Senior Management Service: 25 occupations and 4 pay bands

NUMBER OF ESTABLISHED POSITIONS AND EMPLOYEES BY PAY BAND

Pay Band	Annual Minimum Salary	Annual Maximum Salary	Number of Positions	Number of Employees
001	\$16,751.28	\$43,532.58	4,699	3,999
002	\$18,259.02	\$47,450.26	5,287	5,001
003	\$19,902.48	\$51,721.54	10,493	9,491
004	\$21,692.58	\$56,374.24	5,793	5,229
005	\$23,645.18	\$61,448.66	12,988	12,246
006	\$25,774.06	\$66,980.16	6,850	6,432
007	\$28,093.00	\$73,007.22	23,724	22,174
008	\$30,622.02	\$83,558.28	13,994	12,961
009	\$33,377.24	\$91,076.44	7,401	6,986
010	\$36,381.54	\$99,274.50	6,021	5,938
011	\$39,655.98	\$103,055.68	887	850
012	\$43,225.52	\$117,949.78	1,199	1,128
013	\$47,115.38	\$128,563.50	224	209
014	\$51,355.46	\$133,460.08	1,059	998
015	\$55,978.52	\$145,474.68	-	-
016	\$61,015.50	\$158,564.90	128	133
017	\$66,507.74	\$172,837.60	-	-
018	\$72,493.46	\$188,393.14	620	550
019	\$21,156.72	\$87,969.18	659	579
020	\$26,445.90	\$109,963.62	4,595	4,418
021	\$33,057.44	\$144,326.00	1,326	1,294
022	\$41,320.76	\$180,404.12	158	142
023	\$47,316.36	\$206,580.40	459	415
024	\$56,779.84	\$236,091.96	173	150
025	\$68,135.86	\$283,310.56	24	25
Total Positions and Employees			108,761	101,348

Annual Legislative Pay Adjustments

FISCAL YEAR 2010-11

- Legislative pay adjustments were not authorized for Fiscal Year 2010-11.
-

FISCAL YEAR 2009-10

- Legislative pay adjustments were not authorized for Fiscal Year 2009-10.
-

FISCAL YEAR 2008-09

- **Effective October 1, 2008:** All eligible law enforcement employees of the Florida Highway Patrol (FHP) received a competitive pay adjustment of 5 percent on each employee's September 30, 2008, base rate of pay. This pay adjustment was limited to the FHP employees employed by the Department of Highway Safety and Motor Vehicles in the following class codes: 8515 Law Enforcement Officer, 8519 Law Enforcement Sergeant, 8532 Law Enforcement Airplane Pilot I, 8534 Law Enforcement Airplane Pilot II, 8540 Law Enforcement Investigator I, 8541 Law Enforcement Investigator II, 8522 Law Enforcement Lieutenant, 8525 Law Enforcement Captain, 8626 Law Enforcement Major-FHP, 7650 Law Enforcement Troop Commander-FHP, 7955 Chief of Investigations-FHP, 7980 Chief of Emergency Operations/Domestic Security-FHP, 8945 Law Enforcement Inspection Administrator-FHP, 7932 Deputy Director of South and East Command, and 9762 Director of Florida Highway Patrol-HSMV.

No other Career Service, Selected Exempt Service or Senior Management Service employees received a competitive pay adjustment for Fiscal Year 2008-09.

FISCAL YEAR 2007-08

- **Effective November 1, 2007:** All eligible employees in the Career Service, Selected Exempt Service and Senior Management Service received a non-recurring lump-sum bonus payment of \$1,000 (gross). To be eligible, the employee must have been meeting his or her performance standards on November 1, 2007, and must have been continuously employed from July 1, 2007, through November 1, 2007.
-

FISCAL YEAR 2006-07

- **Effective October 1, 2006:** All eligible unit and non-unit Career Service, Selected Exempt Service and Senior Management Service employees received a competitive pay adjustment of 3 percent based on the employee's September 30, 2006, base rate of pay. It included employees represented by the Florida Police Benevolent Association, International Union of Police Associations, Florida Nurses Association, American Federation of State, County and Municipal Employees, and Florida State Fire Service Association.

Annual Legislative Pay Adjustments

- **Retention Adjustment:** Security Services unit and non-unit employees, employees in Class Code 8029, Correctional Officer Inspector Supervisor, Class Code 8047, Correctional Probation Supervisor-Institution-SES, and Class Code 8048, Correctional Probation Senior Supervisor-Institution-SES, with five years of continuous service with the employing agency and within the security services bargaining unit as of September 30, 2006, received a 2 percent increase; and employees with at least 10 years of continuous service as of September 30, 2006, received a 3 percent increase on September 30, 2006. This adjustment was in addition to the 3 percent competitive pay adjustment. The retention adjustment and competitive pay adjustment were both based on the September 30, 2006, base rate of pay.
- **Competitive Pay Adjustment:** Florida State Fire Service Association unit employees and Department of Agriculture and Consumer Services employees in Class Code 7622, Forest Area Supervisor; Class Code 7634, Forestry Operations Administrator; Class Code 7636, Forestry Program Administrator, Class Code 7635, Forestry District Manager-DACS; Class Code 7637, Forestry Center Manager-DACS; Class Code 7638, Assistant Chief-Forestry-DACS; and Class Code 7639, Deputy Chief of Forestry, received a 5 percent competitive pay adjustment. This adjustment was in addition to the 3 percent competitive pay adjustment. Both competitive pay adjustments were based on the September 30, 2006, base rate of pay.

*Salary Distribution by Gender and Ethnicity by Pay Plan
As of June 30, 2011*

Salary Range	Percent						Total	
	White		Minority ¹		Unknown		Employees	Percent
	Male	Female	Male	Female	Male	Female		
CAREER SERVICE								
\$16,751 ² - \$19,999	9.0%	28.2%	18.0%	44.7%	-	-	2,206	2.7%
\$20,000 - \$29,999	15.9%	32.1%	12.3%	39.7%	-	-	26,346	31.8%
\$30,000 - \$39,999	37.8%	25.7%	14.4%	22.0%	-	0.1%	37,666	45.5%
\$40,000 - \$49,999	36.1%	33.3%	12.0%	18.6%	-	0.1%	10,996	13.3%
\$50,000 - \$59,999	38.3%	34.2%	12.1%	15.2%	-	0.2%	3,224	3.9%
\$60,000 - \$69,999	42.0%	33.4%	11.4%	13.2%	-	-	1,181	1.4%
\$70,000 - \$79,999	42.1%	31.0%	12.2%	14.8%	-	-	542	0.7%
\$80,000 - \$89,999	45.9%	33.2%	9.3%	11.7%	-	-	205	0.2%
\$90,000 - \$99,999	48.4%	21.0%	17.7%	12.9%	-	-	62	0.1%
\$100,000 – Plus	39.0%	23.1%	17.7%	19.8%	0.3%	-	333	0.4%
Percent of Total	30.0%	29.3%	13.3%	27.3%	-	0.1%	82,761	100%
SELECTED EXEMPT SERVICE								
\$16,751 ² - \$19,999	13.3%	40.0%	20.0%	26.7%	-	-	15	0.1%
\$20,000 - \$29,999	11.0%	36.6%	13.5%	38.9%	-	-	1,523	8.4%
\$30,000 - \$39,999	20.0%	40.0%	12.1%	27.9%	-	-	3,799	21.0%
\$40,000 - \$49,999	29.1%	39.6%	10.2%	21.1%	-	-	4,038	22.4%
\$50,000 - \$59,999	36.7%	40.4%	8.0%	14.8%	0.1%	-	3,275	18.1%
\$60,000 - \$69,999	43.2%	37.9%	9.4%	9.5%	-	-	2,047	11.3%
\$70,000 - \$79,999	47.8%	35.6%	9.2%	7.4%	0.1%	-	1,400	7.8%
\$80,000 - \$89,999	50.4%	32.1%	10.1%	7.3%	0.1%	-	810	4.5%
\$90,000 - \$99,999	59.1%	23.4%	9.5%	8.0%	-	-	465	2.6%
\$100,000 – Plus	39.0%	17.9%	25.8%	17.0%	0.1%	0.1%	682	3.8%
Percent of Total	32.2%	37.5%	10.9%	19.4%	-	-	18,054	100%
SENIOR MANAGEMENT SERVICE								
\$16,751 ² - \$19,999	-	-	-	-	-	-	-	-
\$20,000 - \$29,999	-	-	-	-	-	-	-	-
\$30,000 - \$39,999	-	-	-	-	-	-	-	-
\$40,000 - \$49,999	-	-	-	-	-	-	-	-
\$50,000 - \$59,999	100.0%	-	-	-	-	-	2	0.4%
\$60,000 - \$69,999	55.6%	22.2%	11.1%	11.1%	-	-	9	1.7%
\$70,000 - \$79,999	45.0%	35.0%	5.0%	15.0%	-	-	20	3.8%
\$80,000 - \$89,999	52.9%	33.3%	5.9%	7.8%	-	-	51	9.6%
\$90,000 - \$99,999	50.0%	44.9%	2.0%	3.1%	-	-	98	18.4%
\$100,000 – Plus	53.5%	32.6%	7.6%	5.9%	0.3%	-	353	66.2%
Percent of Total	52.7%	34.7%	6.4%	6.0%	0.2%	-	533	100%

¹ “Minority” includes Blacks/African Americans, Hispanics/Latinos, Asians, Native Americans/Alaskan Natives, Native Hawaiians/Other Pacific Islanders, and Balance (two or more races)

² Amount represents the annual minimum salary in the State Personnel System’s Broadbanding Classification and Compensation System

Notes: For the purposes of this chart, salaries for employees working less than full time were adjusted to reflect full-time equivalent salaries

Average Salary by Agency and Pay Plan As of June 30, 2011

The following chart depicts the average salary by agency by pay plan as well as the overall average salary for each agency.

Agency	Career Service	Selected Exempt Service	Senior Management Service	Overall Average
Agency for Health Care Administration	\$39,147	\$51,655	\$123,000	\$42,853
Agency for Persons with Disabilities	\$28,187	\$40,706	\$93,721	\$31,041
Agency for Workforce Innovation	\$35,085	\$57,460	\$116,987	\$39,986
Agriculture and Consumer Services	\$32,652	\$50,253	\$103,357	\$37,189
Business and Professional Regulation	\$34,215	\$48,323	\$95,983	\$38,849
Children and Families	\$30,737	\$48,618	\$109,045	\$34,673
Citrus	\$35,324	\$70,164	\$168,183	\$63,896
Community Affairs	\$36,149	\$57,790	\$118,308	\$44,383
Corrections	\$34,568	\$56,757	\$106,500	\$35,916
Division of Administrative Hearings	\$49,816	\$37,448	\$127,410	\$45,845
Education	\$34,838	\$54,603	\$133,789	\$42,634
Elder Affairs	\$35,321	\$49,198	\$97,725	\$40,364
Environmental Protection	\$34,371	\$52,775	\$110,399	\$40,413
Financial Services	\$37,535	\$57,486	\$103,703	\$44,321
Fish and Wildlife Conservation Commission	\$38,261	\$53,731	\$95,153	\$41,475
Health	\$34,565	\$55,117	\$113,986	\$38,488
Highway Safety and Motor Vehicles	\$35,153	\$50,134	\$111,671	\$37,181
Juvenile Justice	\$29,202	\$42,259	\$96,595	\$32,275
Law Enforcement	\$43,465	\$62,421	\$111,424	\$46,612
Legal Affairs	\$34,410	\$60,661	\$111,364	\$48,342
Management Services	\$34,326	\$51,528	\$108,541	\$43,277
Military Affairs ¹	\$30,903	\$41,863	\$82,771	\$35,814
Office of the Governor ^{1,2}	-	\$66,054	\$107,594	\$78,747
Parole Commission	\$34,317	\$46,865	\$70,202	\$38,830
Public Service Commission	\$39,426	\$60,132	\$108,002	\$49,508
Revenue	\$32,927	\$51,373	\$105,060	\$35,925
School for the Deaf and the Blind ¹	\$26,522	\$34,625	-	\$28,234
State	\$31,988	\$48,008	\$95,794	\$39,434
Transportation	\$38,922	\$63,463	\$123,551	\$46,536
Veterans' Affairs	\$26,562	\$43,554	\$93,000	\$29,067
Average Salary by Pay Plan	\$34,119	\$53,136	\$109,054	\$37,898

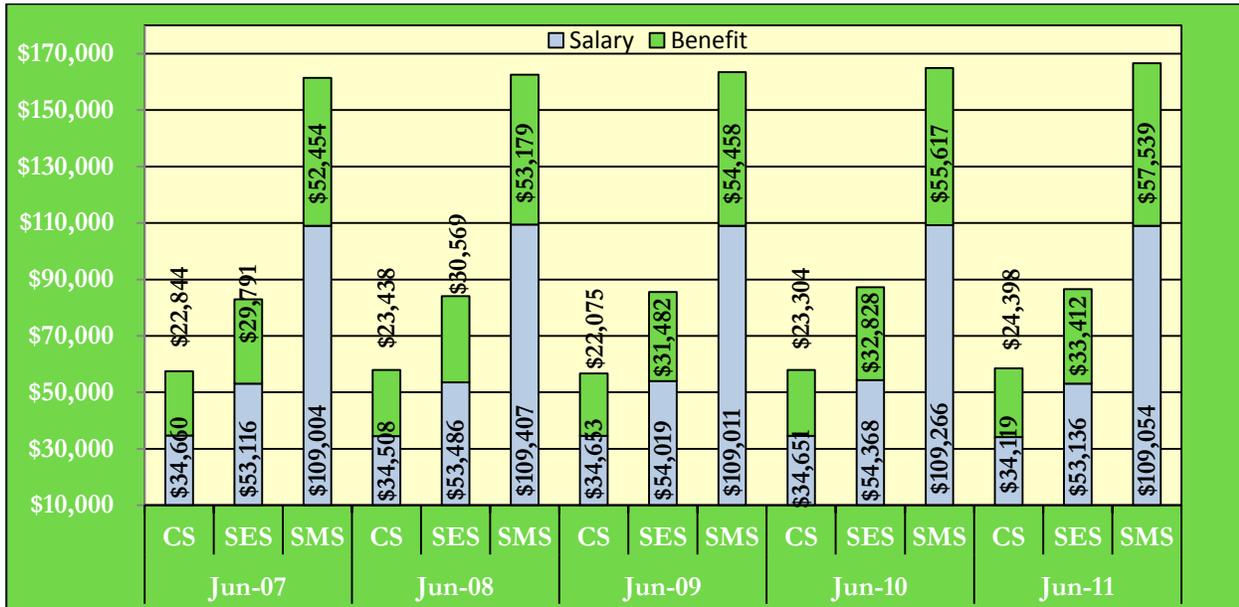
¹ These entities have employees in other pay plans that are not represented in this report

² Includes data for the Agency for Enterprise Information Technology

Total Compensation: Salaries and Benefits As of June 30, 2011

Benefits¹, for purposes of this report, are defined as the quantifiable amount spent on annual and sick leave, paid holidays, retirement and retiree health insurance subsidy, group health and term life insurance as well as social security and medicare matching. In addition, disability insurance is provided for employees in the Selected Exempt and Senior Management Services.

FIVE-YEAR TREND: TOTAL COMPENSATION BY PAY PLAN



As of June 30, 2011, the average total compensation for each pay plan was as follows:

- **Career Service: \$58,517.** Includes \$34,119 (58.3 percent) in salary plus \$24,398 (41.7 percent) in benefits. The Career Service benefits package had a value equivalent to 71.5 percent of the average salary.
- **Selected Exempt Service: \$86,548.** Includes \$53,136 (61.4 percent) in salary plus \$33,412 (38.6 percent) in benefits. The Selected Exempt Service benefits package had a value equivalent to 62.9 percent of the average salary.
- **Senior Management Service: \$166,593.** Includes \$109,054 (65.5 percent) in salary plus \$57,539 (34.5 percent) in benefits. The Senior Management Service benefits package had a value equivalent to 52.8 percent of the average salary.

AVERAGE BENEFITS VALUE OF TOTAL COMPENSATION BY PAY PLAN

Benefits	Career Service		Selected Exempt Service		Senior Management Service	
Leave and Holidays	\$5,577	9.5%	\$9,196	10.6%	\$18,875	11.3%
Retirement ²	\$6,285	10.7%	\$9,788	11.3%	\$24,092	14.5%
Insurance	\$12,536	21.4%	\$14,428	16.7%	\$14,572	8.7%
Average Benefits Value	\$24,398	41.7%	\$33,412	38.6%	\$57,539	34.5%
Average Salary	\$34,119	58.3%	\$53,136	61.4%	\$109,054	65.5%
Total Compensation	\$58,517	100%	\$86,548	100%	\$166,593	100%

¹ Other employer funded benefits were not included because the state's cost is either not pre-funded on a per capita basis or is not an on-going expense for every position, e.g., workers' compensation, paid disability leave, and tuition waivers, etc

² The retirement component is comprised of the Florida Retirement System (FRS) contribution for regular class membership (10.77 percent) and Senior Management Service class of (14.57 percent) and the employer Social Security and Medicare contributions. Employees in the Special Risk retirement membership class receive higher FRS contributions at a rate of 23.25 percent (Regular) or 13.24 percent (Administrative Support)

Note: The average salaries of the employees depicted in the Workforce Profile on page 18 were used to calculate the benefits. For the purpose of the health insurance cost calculation, family group insurance premiums were used

Comparison of Benefits by Pay Plan As of June 30, 2011

The chart below compares the different benefits afforded to full-time employees in the State Personnel System. Benefits afforded to part-time employees are prorated accordingly.

	Career Service	Selected Exempt Service	Senior Management Service
Annual Leave	Ranges from 8.667 to 13 hours accrued per month depending on length of service. Upon termination from the SPS, with a minimum of one year of service, eligible for payment of up to 240 hours (this is a lifetime payment cap).	Receives 176 hours upon appointment date and on each anniversary date. Upon termination from the SPS, may be paid up to 480 hours (most recent accrual is prorated at time of separation).	Same as Selected Exempt Service.
Sick Leave	8.667 hours accrued per month (104 hours annually, regardless of length of service.). Upon termination from the SPS, with minimum 10 years of service, terminal payment of sick leave for ¼ of balance (not to exceed 480 hours).	Receives 104 hours upon appointment date and on each anniversary date. Upon termination from the SPS, with minimum 10 years of service, terminal payment of sick leave for ¼ of balance (not to exceed 480 hours).	Same as Selected Exempt Service.
Retirement (Choice of Plans)	<p>FRS Pension Plan (Defined Benefit):</p> <p><u>Regular Class:</u> Six-year vesting. Normal retirement at age 62 or 30 years at any age. Retirement benefit based on percentage value¹ of 1.60 percent to 1.68 percent, based on age/length of service.</p> <p><u>Special Risk:</u> Six-year vesting. Normal retirement at age 55 or 25 years at any age. Retirement benefit based on percentage value¹ of 3 percent for service on and after 10/01/74.</p> <p>FRS Investment Plan (Defined Contribution): One-year vesting. State contributes 9 percent of salary into Regular Class employees' account(s) and 20 percent of salary into Special Risk employees' account(s).</p>	<p>FRS Pension Plan (Defined Benefit):</p> <p><u>Regular Class:</u> Same as Career Service.</p> <p><u>Special Risk:</u> Same as Career Service.</p> <p>FRS Investment Plan (Defined Contribution): Same as Career Service.</p>	<p>FRS Pension Plan (Defined Benefit):</p> <p><u>SMS Class:</u> Six-year vesting. Normal retirement at age 62 or 30 years at any age. Retirement benefit based on percentage value¹ of 2 percent.</p> <p>SMS Optional Annuity Program (Defined Contribution): Immediate vesting. State contributes 12.49 percent of salary into SMS employees' account(s).</p> <p>FRS Investment Plan (Defined Contribution): One-year vesting. State contributes 10.95 percent into SMS employees' account(s).</p>
Insurance²	<p>Group Health Standard PPO or HMO:</p> <p>Employee pays monthly premium of \$50.00 for individual coverage or \$180.00 for family coverage. State pays \$499.80 and \$1,063.34, respectively.</p> <p>Group Disability: Only offered as a supplemental policy. Employee pays 100 percent of the premium.</p> <p>Life Insurance: Coverage is \$25,000. State pays 100 percent of the premium.</p>	<p>Group Health Standard PPO or HMO:</p> <p>Employee pays monthly premium of \$8.34 for individual coverage or \$30.00 for family coverage. State pays \$541.46 and \$1,213.34, respectively.</p> <p>Group Disability: 65 percent of income for maximum of 364 days of continuous disability. Must exhaust all leave first (may be offset by certain other benefits). State pays 100 percent of the premium.</p> <p>Life Insurance: Same as Career Service.</p>	<p>Group Health Standard PPO or HMO:</p> <p>Same as Selected Exempt Service.</p> <p>Group Disability: Same as Selected Exempt Service.</p> <p>Life Insurance: Same as Career Service.</p>
Holidays	Nine paid holidays each calendar year and one paid personal holiday each fiscal year.	Same as Career Service	Same as Career Service.

¹ The percentage value is the value that employees receive for each year of creditable service. The annual benefit amount at normal retirement is calculated based on the following formula: (Years of Creditable Service) x (Percentage Value) x (Average of the Highest Five Fiscal Years of Compensation) = Annual Benefit Amount. This amount is adjusted for early retirement.

² Employees may elect a Health Investor Health Plan with Health Savings Account option in lieu of traditional Preferred Provider (PPO) or Health Maintenance (HMO) Organizations.

Source: Chapters 110 and 121, Florida Statutes, and the General Appropriations Act for Fiscal Year 2010-11.

Benefit Comparisons to Select States As of June 30, 2011

The following tables provide a comparison of annual and sick leave and paid holidays given to Career Service employees compared to leave benefits offered by selected states.

ANNUAL LEAVE			
Maximum Days Granted Per Year ¹		Maximum Balance Allowed at Year End	
State	Days	State	Days
Texas	31.5	Louisiana	Unlimited
South Carolina	30	Mississippi	Unlimited
Alabama	29.25	California	80
Mississippi	27	Texas	66.5
Virginia	27	Alabama	60
North Carolina	26	Virginia	54
Tennessee	24	Florida	45
West Virginia	24	Georgia	45
Louisiana	24	South Carolina	45
California ²	21	Tennessee	42
Georgia	21	West Virginia	40
New York	20	North Carolina	30
Florida	19.5	New York ³	30

SICK LEAVE			
Maximum Days Granted Per Year ¹		Maximum Balance Allowed at Year End	
State	Days	State	Days
Louisiana	24	California	Unlimited
West Virginia	18	Florida	Unlimited
Georgia	15	Louisiana	Unlimited
South Carolina	15	Mississippi	Unlimited
Alabama	13	North Carolina	Unlimited
Florida	13	Tennessee	Unlimited
New York	13	Texas	Unlimited
California ²	12	West Virginia	Unlimited
North Carolina	12	South Carolina	180
Tennessee	12	Alabama	150
Texas	12	New York ³	150
Virginia	10	Georgia	90
Mississippi	7.5	Virginia	10

¹ Based on years of service

² Reflects vacation days for employees in all bargaining units except 6 and 8. Employees may also elect to participate in the Annual Leave Program, which combines vacation and sick leave credits into one leave pool.

³ Employees who attain the 30-day maximum do not earn additional leave until the balance is reduced. Upon separation, employee paid for up to 30 days.

¹ Based on years of service

² Employees enrolled in Annual Leave Program do not receive separate sick leave credits.

³ Employees who attain the 150-day maximum do not earn additional leave until the balance is reduced.

HOLIDAYS GRANTED (Includes Personal Leave Days)					
Texas ¹	17	Georgia	12	Florida	10
Alabama ²	13	New York	12	Mississippi	10
South Carolina	13	Virginia	12	Louisiana ⁵	9
West Virginia ³	13	North Carolina ⁴	12		
California	12	Tennessee	11		

¹ Includes four optional holidays and five partial staffing holidays if the holiday does not fall on the weekend.

² Includes a personal leave day except for employees in two counties who are granted an additional holiday for Mardi Gras in lieu of a personal leave day.

³ Includes one-half day each for Christmas and New Year's Eve when the holiday falls on Tuesday through Saturday.

⁴ Observes 11-12 holidays depending on Christmas.

⁵ Additional holidays given for Inauguration day every four years and Election day every two years.

Source: States' websites and contacts made to their human resource offices.

Employee Group Health Insurance Membership

As of June 30, 2011

Agency	Preferred Provider Organization	Health Maintenance Organization	No Insurance ¹	Total
Agency for Health Care Administration	390	982	160	1,532
Agency for Persons with Disabilities	1,390	1,007	409	2,806
Agency for Workforce Innovation	384	863	238	1,485
Agriculture and Consumer Services	1,436	1,544	257	3,237
Business and Professional Regulation	380	968	158	1,506
Children and Families	4,005	7,089	1,252	12,346
Citrus	26	23	4	53
Community Affairs	48	225	36	309
Corrections	12,244	11,785	2,403	26,432
Division of Administrative Hearings	54	115	17	186
Education	609	1,443	233	2,285
Elder Affairs	127	250	48	425
Environmental Protection	1,332	1,731	263	3,326
Financial Services	639	1,669	220	2,528
Fish and Wildlife Conservation Commission	1,050	675	137	1,862
Health	4,992	8,479	1,740	15,211
Highway Safety and Motor Vehicles	1,416	2,168	413	3,997
Juvenile Justice	1,781	1,877	390	4,048
Law Enforcement	388	1,045	158	1,591
Legal Affairs	352	631	89	1,072
Management Services	116	686	108	910
Military Affairs ²	172	63	56	291
Office of the Governor ^{2,3}	33	58	17	108
Parole Commission	26	73	12	111
Public Service Commission	53	219	25	297
Revenue	1,364	2,998	482	4,844
School for the Deaf and the Blind ²	239	126	43	408
State	35	330	37	402
Transportation	2,576	3,739	442	6,757
Veterans' Affairs	315	394	274	983
Total Employees	37,972	53,255	10,121	101,348
Percent of Total Employees	37.5%	52.5%	10.0%	100%
Number included in total that are spouses of another state employee	4,508	6,734		11,242

¹ Indicates these employees are not covered by a state plan but they may have coverage elsewhere

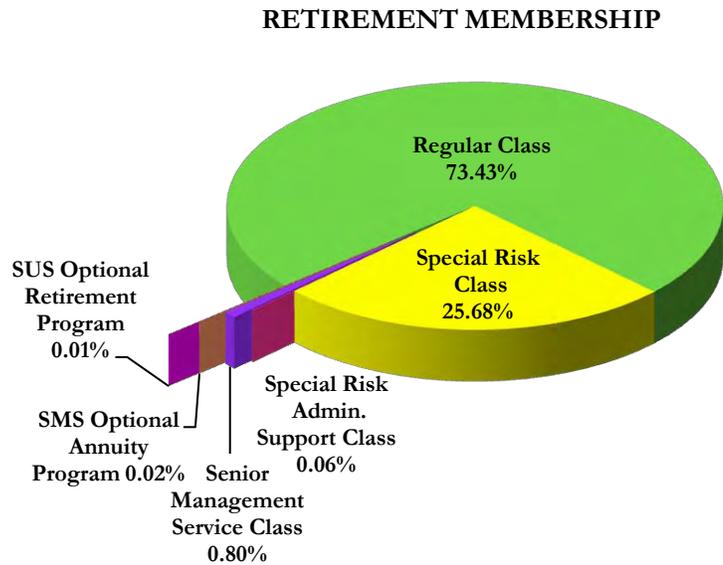
² These entities have employees in other pay plans that are not represented in this report

³ Includes data for the Agency for Enterprise Information Technology

Employee Retirement Membership

As of June 30, 2011

State employees participating in the Career Service, Selected Exempt Service and Senior Management Service are automatically enrolled in the state-administered Florida Retirement System (FRS) and covered by Social Security. The FRS provides retirement, total and permanent disability, and survivor benefits to participating state and local government employees. Under the FRS, employees have the option of enrolling in one of two primary retirement plans: a defined benefit plan known as the FRS Pension Plan and a defined contribution plan known as the Public Employee Optional Retirement Program or the FRS Investment Plan. There are five membership classes under both primary plans: Regular, Special Risk, Special Risk Administrative Support, Senior Management Service and Elected Officers' Classes.



As of June 30, 2011, 93,907 SPS employees were enrolled in either the FRS Pension Plan or FRS Investment Plan. (Only a negligible number of state employees are still enrolled in state-administered plans that pre-date FRS.) All FRS Pension Plan or the FRS Investment Plan members fall under the five FRS classes of membership:

- **Regular Class:** for members not assigned to other classes. As of June 30, 2011, 68,967 employees were members of this class.
- **Special Risk Class:** for members employed as law enforcement officers, firefighters, correctional officers, paramedics or emergency medical technicians, professional health care workers, youth custody officers, and forensic employees and who meet the legal criteria for this class. As of June 30, 2011, 24,124 employees were members of this class.
- **Special Risk Administrative Support Class:** for former Special Risk Class members who provide administrative support to special risk members within a special risk employing agency. As of June 30, 2011, 59 employees were members of this class.
- **Senior Management Service Class (SMSC):** for members who are filling positions authorized to be eligible for this membership class by statute. As of June 30, 2011, 753 employees were members of this class. Note: these members can opt out of both the FRS Pension Plan and the FRS Investment Plan by enrolling in an alternative defined contribution program, known as the Senior Management Service Optional Annuity Program (SMSOAP).
- **Elected Officers' Class:** for members who hold specified elective offices in either state or local government. As of June 30, 2011, there were four employees who were members of this class due to their elected positions in local government.

The FRS was a noncontributory retirement system through June 30, 2011, which meant that the state paid all required retirement contributions for its employees. No employee contributions were required, regardless of whether the employee was enrolled in the FRS Pension Plan, the FRS Investment Plan, SMSOAP or the State University System Optional Retirement Program (SUSORP).

Note: Effective July 1, 2011, employees in all state-administered retirement plans must contribute 3 percent of their compensation on a pre-tax basis for their retirement plan.

FRS PENSION PLAN ACTIVE MEMBERSHIP

As of June 30, 2011, there were 77,600 SPS employees participating in various FRS membership classes under the FRS Pension Plan. Employees in the FRS Pension Plan are “vested” (have the right to a future retirement benefit) after six years of creditable service.

FRS INVESTMENT PLAN ACTIVE MEMBERSHIP

As of June 30, 2011, there were 16,307 SPS employees participating in the various FRS membership classes under the FRS Investment Plan. All state employees eligible for FRS membership, including participants in the SMSOAP, may opt to participate in this defined contribution plan instead of the defined benefit plan offered (the FRS Pension Plan) or the SMSOAP. Employees in the FRS Investment Plan are “vested” (have the right to a future retirement benefit) after one year of creditable service regardless of their membership class.

SENIOR MANAGEMENT SERVICE OPTIONAL ANNUITY PROGRAM (SMSOAP) ACTIVE MEMBERSHIP

As of June 30, 2011, there were 23 SPS employees who had opted out of the Senior Management Service Class altogether and enrolled in this program, which is a defined contribution plan that provides for immediate vesting of all employer contributions with no minimum years of service or age requirements.

STATE UNIVERSITY SYSTEM OPTIONAL RETIREMENT PROGRAM ACTIVE MEMBERSHIP (SUSORP)

As of June 30, 2011, there were nine SPS employees who enrolled in the SUSORP while employed by the Florida Board of Regents before this agency was abolished and the employees transferred to the Department of Education. The SUSORP is a defined contribution plan that provides for full and immediate vesting of all employer contributions upon signing an investment agreement (no minimum years of service or age requirements). Employees in eligible positions are compulsory SUSORP participants unless they choose membership in another retirement option.

DEFERRED RETIREMENT OPTION PROGRAM (DROP) ACTIVE MEMBERSHIP

Qualified employees in the FRS Pension Plan may retire while continuing employment under the Deferred Retirement Option Program. DROP is strictly for FRS Pension Plan retirees who qualify to draw retirement benefits from the FRS Trust Fund and not for employees in the FRS Investment Plan or SMSOAP who draw retirement benefits from private investment plan providers.

As of June 30, 2011, there were 6,997 SPS participants enrolled in this program. Eligible state employees in DROP are retired and accumulate monthly retirement benefits, but remain actively employed for up to 60 months.

REEMPLOYED RETIREES WITHOUT RENEWED MEMBERSHIP

For Fiscal Year 2010-11, the state SPS had reemployed retirees without renewed membership. As of June 30, 2011, reemployed retirees without renewed membership were filling positions covered by the following FRS membership classes:

Retirement Class	Reemployed Retiree Count	Percent
Regular Class	196	71.5%
Special Risk Class	63	23.0%
Senior Management Service Class	15	5.5%
Total Employees	274	

Source: Department of Management Services' Division of Retirement

Pay Additives: Career Service
As of June 30, 2011

Section 110.2035(6)(c), Florida Statutes, requires the Department of Management Services to annually provide a summary report of implemented pay additives. Pay additives may be added to and removed from a Career Service employee's base rate of pay depending upon the need or circumstances for which the additive is given. Therefore, it is impossible to provide a cumulative listing of the additives awarded during the year. Listed below is the number of pay additives, by type, provided to Career Service employees as of June 30, 2011.

Agency	Competitive Area Differential	Lead Worker	Shift Differential	Legislatively Approved ¹	Trainer	Hazardous Duty	Temporary Special Duty	On-Call	Critical Market Pay	Total
Agency for Health Care Administration	124	-	-	-	-	-	1	-	-	125
Agency for Persons with Disabilities	22	1	28	-	-	3	-	44	-	98
Agency for Workforce Innovation	25	63	-	-	-	-	6	9	-	103
Agriculture and Consumer Services	139	14	2	9	13	8	4	649	-	838
Business and Professional Regulation	148	8	-	-	2	-	2	10	-	170
Children and Families	1,436	8	355	7	1	32	79	1,498	-	3,416
Citrus	-	-	-	-	-	-	-	-	-	-
Community Affairs	-	-	-	-	-	-	-	3	-	3
Corrections	3,479	24	295	54	-	1,624	-	505	-	5,981
Division of Administrative Hearings	22	-	-	-	-	-	-	-	-	22
Education	50	-	-	-	-	-	1	8	-	59
Elder Affairs	23	-	-	-	-	-	-	-	-	23
Environmental Protection	245	2	-	-	-	16	1	37	-	301
Financial Services	296	31	-	-	2	6	7	136	-	478
Fish and Wildlife Conservation Commission	167	1	-	-	3	-	3	44	89	307
Health	1,843	55	10	-	2	-	15	343	-	2,268
Highway Safety and Motor Vehicles	950	3	-	-	84	-	14	239	71	1,361
Juvenile Justice	311	-	11	-	4	-	-	67	-	393
Law Enforcement	96	8	34	7	2	3	1	58	-	209
Legal Affairs	112	-	-	-	-	-	-	6	-	118
Management Services	18	8	21	-	-	-	-	45	-	92
Military Affairs ²	-	2	-	-	-	-	-	2	-	4
Office of the Governor ^{2,3}	-	-	-	-	-	-	-	-	-	-
Parole Commission	16	-	-	-	-	-	-	-	-	16
Public Service Commission	15	1	-	-	-	-	-	-	-	16
Revenue	886	2	-	-	-	-	-	18	-	906
School for the Deaf and the Blind ²	-	6	13	-	-	-	-	3	-	22
State	-	-	-	-	-	-	-	10	-	10
Transportation	1,181	-	-	-	-	-	4	274	-	1,459
Veterans' Affairs	146	-	-	-	-	-	1	10	-	157
Total Pay Additives	11,750	237	769	77	113	1,692	139	4,018	160	18,955

¹ Legislatively approved pay additives were authorized by the legislature in the General Appropriations Act

² These entities have employees in other pay plans that are not represented in this report

³ Includes data for the Agency for Enterprise Information Technology

Savings Sharing Program

Employees may participate in the Savings Sharing Program, which is established in accordance with section 110.1245, Florida Statutes, and chapter 60L-37, Florida Administrative Code. The purpose of the Savings Sharing Program is to provide a process by which agencies can retain a portion of their budget for implementing internally generated program efficiencies and cost reductions and then redirect the savings to employees. This program allows employees the opportunity to submit a written proposal sharing their ideas to increase productivity, eliminate or reduce state expenditures, improve operations or generate additional revenue. If the proposal is adopted and implemented, the agency can recognize the employee or group of employees submitting the proposal with a cash award based on the actual cost savings as approved by the Legislative Budget Commission. The Savings Sharing Program was implemented during Fiscal Year 2001-02 and has resulted in the following savings as reported by the agencies:

FISCAL YEAR 2010-11

Responses to the Department of Management Services survey indicated one agency participated in the program: The Department of Transportation received a cost-saving proposal for \$100,000 from one employee. The actual savings realized from this proposal was \$100,000 and the employee received a \$5,000 award.

FISCAL YEAR 2009-10

Responses to the Department of Management Services survey indicated that none of the agencies participated in the program during the fiscal year ending June 30, 2010.

FISCAL YEAR 2008-09

Responses to the Department of Management Services survey indicated that none of the agencies participated in the program during the fiscal year ending June 30, 2009.

FISCAL YEAR 2007-08

Responses to the Department of Management Services survey indicated minimal participation in this program. The Department of Transportation received one proposal; however, the proposal lacked the necessary detail to properly assess the cost savings; therefore it was not implemented.

FISCAL YEAR 2006-07

Responses to the Department of Management Services survey indicated minimal participation in this program. The Department of Military Affairs reviewed and implemented one proposal. The actual cost savings realized as a result of implementing this proposal was \$84,000 a month. The amount of funds approved by the Legislative Budget Commission for agency retention was \$738,000. One award of \$500 was divided among three employees for the adopted proposal.

Source: Agency responses to Department of Management Services' Division of Human Resource Management Questionnaire conducted in June 2011



Workforce Training and Development

- *Workforce Training and Development Overview*
- *Training Expenditures by Agency*

Workforce Training and Development Overview

Section 110.235, Florida Statutes, requires each agency with Career Service employees to implement training programs that encompass modern management principles, and that provide the framework to develop human resources through empowerment, training and rewards for productivity enhancement; to continuously improve the quality of services; and to satisfy the expectations of the public. This section also requires each of these agencies to annually evaluate and report to the Department the training it has implemented and the progress it has made in the area of training. The Department of Management Services annually distributes a Training Questionnaire to the agencies to gather information on their training that has been implemented and the progress that has been made.

The following narrative focuses on information provided by the agencies in response to the questionnaire, which included such questions as:

- Did your agency have an established training plan?
- Was a needs assessment conducted in order to identify training topics?
- What training goals were identified?
- What training was implemented?
- Overall, what percentage of staff received training?
- What methodology was used to measure the success of the training offered?
- Describe goals achieved and the progress made in the area of training?
- What barriers, if any, prevented your agency from achieving your identified goals?

SUMMARY OF AGENCY REPLIES TO THE ANNUAL TRAINING QUESTIONNAIRE FISCAL YEAR 2010-11

Agencies that had an Established Training Plan:

For Fiscal Year 2010-11, 26¹ agencies reported having an established training plan. Those agencies reporting not having an established training plan included the Agency for Workforce Innovation, the Department of Citrus and the Department of State.

Types of Training Goals Identified by the Agencies:

- Align training at all levels directly or indirectly with the agency mission statement
- Improve efficiency in managing the on-line learning management system and in producing training reports
- Continue to reduce liability through employee education of legal rights and responsibilities with an accurate and timely reporting system to reflect the training compliance
- Develop leaders who can build and maintain high performing teams and drive Department performance; specifically, leaders who can lead through change, focus their team on Department results, foster innovation and build the level of employee engagement that leads employees to higher levels of discretionary effort
- Create additional computer-based training and web-based training
- Expand use of video conference and webinar training
- Provide comprehensive workshop analysis reports to managers
- Provide continuous management/supervisory materials to staff throughout the year
- Maximize resources, reduce costs and improve quality of training opportunities

¹ This number excludes the Agency for Enterprise Information Technology and the Office of the Governor as they do not have Career Service employees

Methodologies used to Measure Success of the Training Offered:

- Kirkpatrick Evaluation Model¹ to get feedback from the training participants, their supervisors and managers
- Input from monthly training conference calls and questionnaires from webinars
- Applies results from Item Analysis Reports to assess revisions to training materials
- Staff assessments through oral examinations
- Training and workshop evaluations
- Quizzes throughout the course
- Participant reaction forms and pre/post-tests
- Annual evaluations of the training program

Goals Achieved and Progress made in the areas of Training:

- Leveraged on-line training to maximize training opportunities, expand offerings, and increase participation
- Improved ability to measure training impact through Impact Evaluations
- Upgraded and modernized the training tracking database to the Human Resources Tracking System
- Increased overall participation in compliance training
- Established collaborative partnerships with other agencies

Barriers that Prevented Agencies from Achieving Identified Goals:

- Using Microsoft Live Meeting to connect area offices to training still posed difficulty in attendees' ability to interact during the classes.
- Lack of technology to produce on-line courses and to develop a learning management system to track courses
- Budget reductions, staff reductions and travel restrictions have limited some activities
- Department-wide information technology infrastructure challenges
- Increased workloads make it increasingly difficult for employees to attend training sessions
- Video Tele-Training, Webinars and Go To Meeting formats work well for some training but is problematic and less effective for many courses
- E-Learning format for training classes has been especially challenging for staff with little or no computer experience

The following observations regarding SPS Workforce Training and Development can be made from an analysis of the information in this section:

- For Fiscal Year 2010-11, agencies expended \$31,806,434 on training, representing a 3.0 percent decrease from the \$32,787,324 expended during Fiscal Year 2009-10.
- Since Fiscal Year 2006-07, training expenditures have decreased 36.0 percent from \$49,719,679 to \$31,806,434.
- Training expenditures per employee was \$285.51; however, this amount includes expenditures for an indeterminable number of non-agency employees including customers and the general public.

¹ The American Society for Training and Development recognizes the Kirkpatrick Evaluation Model as an evaluation tool used to assess the effectiveness of training programs

Notes:

- Differences reflected in agency training expenditures may be the result of a large number of variables such as types of employees, frequency of training, employee turnover, training sources, training provided to the public and cost. Other variables, which may not be reflected in the expenditures, include training provided internally by agency staff or received externally through interagency training.
- For fiscal years 2008-09, 2009-10, and 2010-11, proviso language was included in the implementing bill for the General Appropriations Act that limited travel and training to activities that were critical to each state agency's mission.

Training Expenditures by Agency As of June 30, 2011

Agency	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 10/11 Training Expenditures Per Employee ¹
Agency for Health Care Administration	\$350,943	\$517,371	\$267,875	\$157,994	\$134,843	\$80.12
Agency for Persons with Disabilities	\$343,531	\$491,451	\$422,952	\$264,259	\$92,652	\$25.59
Agency for Workforce Innovation	\$294,042	\$200,687	\$150,226	\$210,248	\$318,588	\$152.87
Agriculture and Consumer Services	\$707,163	\$696,073	\$743,066	\$486,123	\$420,701	\$112.07
Business and Professional Regulation	\$165,930	\$156,393	\$112,660	\$65,899	\$33,997	\$20.07
Children and Families	\$2,629,013	\$1,884,324	\$4,267,615	\$3,436,526	\$2,713,126	\$203.96
Citrus	\$1,994	\$2,605	\$8,205	\$1,907	\$2,100	\$33.33
Community Affairs	\$327,987	\$463,022	\$578,501	\$1,584,159	\$1,486,474	\$3,259.81
Corrections	\$6,129,243	\$4,674,248	\$3,124,598	\$2,570,029	\$2,856,490	\$104.58
Division of Administrative Hearings	\$14,016	\$8,517	\$6,136	\$8,075	\$12,212	\$64.61
Education ²	\$1,053,715	\$931,493	\$470,787	\$421,455	\$412,932	\$169.79
Elder Affairs	\$339,529	\$185,923	\$154,869	\$103,907	\$127,511	\$237.01
Environmental Protection	\$1,347,971	\$1,044,899	\$715,391	\$290,749	\$323,904	\$74.02
Financial Services	\$3,845,190	\$458,236	\$448,059	\$489,096	\$332,406	\$125.25
Fish and Wildlife Conservation Commission	\$1,252,712	\$1,156,457	\$1,161,536	\$1,296,132	\$788,422	\$307.38
Health	\$17,527,716	\$13,123,122	\$12,653,806	\$14,880,279	\$11,939,388	\$678.72
Highway Safety and Motor Vehicles	\$762,599	\$732,709	\$683,749	\$637,957	\$653,206	\$155.19
Juvenile Justice	\$1,737,978	\$1,321,954	\$780,383	\$506,079	\$588,687	\$141.34
Law Enforcement	\$1,906,874	\$1,300,256	\$1,101,791	\$1,074,512	\$1,286,452	\$769.87
Legal Affairs	\$364,947	\$350,767	\$146,209	\$155,660	\$164,619	\$139.74
Management Services	\$732,800	\$675,219	\$547,332	\$469,916	\$395,793	\$428.81
Military Affairs ³	\$623,109	\$228,712	\$1,095,734	\$60,083	\$222,343	\$746.12
Office of the Governor ^{4,5}	\$8,553	\$5,895	\$8,103	\$120,280	\$24,784	\$174.54
Parole Commission	\$6,737	-	\$75	\$1,820	\$11,213	\$84.95
Public Service Commission	\$87,003	\$74,959	\$58,949	\$104,094	\$119,416	\$391.53
Revenue	\$1,493,406	\$1,392,793	\$611,779	\$434,750	\$355,136	\$71.56
School for the Deaf and the Blind ²	-	-	\$60,782	\$160,521	\$184,991	\$307.81
State	\$79,658	\$62,274	\$36,519	\$30,365	\$59,874	\$120.47
Transportation	\$5,533,085	\$5,157,752	\$3,286,555	\$2,717,125	\$5,671,428	\$829.40
Veterans' Affairs	\$52,235	\$52,415	\$39,258	\$47,325	\$72,746	\$62.60
Total Expenditures	\$49,719,679	\$37,350,526	\$33,743,500	\$32,787,324⁶	\$31,806,434	\$285.51

Note: Expenditures included training for an indeterminable number of non-agency employees including customers and the general public.

¹ Training expenditures per employee were based on the total of the Employee Count by Agency on Page 21 and the Average Number of OPS employees by Agency on page 31

² Prior to Fiscal Year 2008-09, figures included expenditures for the Florida School for the Deaf and the Blind

³ Department of Military Affairs' training expenditures for Fiscal Year 2008-09 included payments of more than \$800,000 for the First Responder/About Face Academy

⁴ Increase was due to Information Technology Security training provided by the Agency for Enterprise Information Technology as funded by the Department of Homeland Security federal awards

⁵ Includes data for the Agency for Enterprise Information Technology

⁶ Amount previously reported for Fiscal Year 2009-10 was updated to reflect all training expenditures including amounts spent on training non-agency employees for the Department of Health

Equal Employment Opportunity

- *Equal Employment Opportunity Overview*
- *Equal Employment Opportunity/Affirmative Action Report*
- *Employees by Job Category*
- *Minority Representation by Pay Plan*
- *Gender Representation by Pay Plan*
- *Race and Gender Demographics: By Agency*
- *Race and Gender Demographics: Career Service*
- *Race and Gender Demographics: Selected Exempt Service*
- *Race and Gender Demographics: Senior Management Service*

Equal Employment Opportunity Overview

As reflected in the chart below, minorities exceeded the Available Labor Market (ALM) in the Professionals, Technicians, Para-Professionals, Administrative Support and Service Maintenance job categories for Fiscal Year 2010-11. The SPS was below the ALM in the following job categories: Officials and Administrators, Protective Service Workers and Skilled Craft Workers by 6.2, 1.7 and 13.2 percentage points, respectively.

EMPLOYEES BY RACE AND JOB CATEGORY As of June 30, 2011

Job Category	Total Employees	White	Black/ African American	Hispanic	Other ¹	Unknown	% Minority by Job Category	% Minority in ALM ²
Officials and Administrators	2,510	2,108	238	112	49	3	15.9%	22.1%
Professionals	51,512	32,077	13,245	4,539	1,596	55	37.6%	25.1%
Technicians	5,275	3,500	1,100	376	296	3	33.6%	28.9%
Protective Service Workers	21,399	14,783	5,103	1,280	230	3	30.9%	32.6%
Para-Professionals	7,859	2,627	4,345	763	117	7	66.5%	43.5%
Administrative Support	8,679	4,394	2,744	1,369	163	9	49.3%	31.9%
Skilled Craft Workers	1,690	1,344	227	98	21	-	20.5%	33.7%
Service Maintenance	2,424	1,253	1,003	120	47	1	48.3%	45.4%
Total Employees	101,348	62,086	28,005	8,657	2,519	81	39,181	-
Percent of Total Employees		61.3%	27.6%	8.5%	2.5%	0.1%	38.7%	-

The following observations regarding the SPS can be made from an analysis of the information within this section:

- Minority representation remained relatively constant in the Career Service and Selected Exempt Service at 40.7 percent (33,651 employees) and 30.3 percent (5,464 employees), respectively since June 30, 2010. During the same time period, minority representation increased in the Senior Management Service by 1 percentage point, from 11.4 percent (65 employees) to 12.4 percent (66 employees).
- Female representation remained constant in the Career Service over the past year at 56.7 percent (46,903 employees). However, female representation in the Selected Exempt Service (56.9 percent or 10,275 employees) and Senior Management Service (40.7 percent or 217 employees) increased over the past year by 0.4 percentage points and 1.3 percentage points respectively, since June 30, 2010.

¹ "Other" includes Asian, American Indian/Alaskan Native, Native Hawaiian/Other Pacific Islander or Balance (two or more races)

² 2000 Available Labor Market Analysis prepared by the Department of Management Services' Division of Human Resource Management in conjunction with Florida State University

Equal Employment Opportunity/Affirmative Action Report

The State of Florida has one of the most diverse populations in the country. To create and maintain a diverse workforce in state government takes the commitment of leadership and outreach from each agency. It is the policy of the State Personnel System to fully use the diversity of Florida’s human resources to provide equal employment opportunities through programs of affirmative action. Section 110.112(2)(a) and (b), Florida Statutes, requires each executive agency to develop and implement an Affirmative Action (AA) Plan and establish annual goals for ensuring the full utilization of underrepresented groups in its workforce compared to the relevant labor market. For Fiscal Year 2010-11, 15 agencies reported they implemented a new plan or updated AA Plans in compliance with section 110.112(2)(a), Florida Statutes.

The Department of Management Services is required to report information relating to the implementation, continuance, updating and results of each executive agency’s AA Plan for the previous fiscal year, pursuant to section 110.112(2)(d), Florida Statutes. The following narrative focuses on information provided by the 23 agencies that responded to the questionnaire conducted by the Department of Management Services, which included such questions as:

- What percentage of the agency’s affirmative action goals was met?
- Identify specific challenges your agency experienced in meeting goals for Fiscal Year 2010-11.
- Give an outline of any successful special programs or innovative ideas your agency used in recruiting minorities and females.
- List any particular occupation(s) or class(es) in which it is traditionally difficult for your agency to recruit minority or female applicants.

SUMMARY OF AGENCY REPLIES TO THE ANNUAL EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION QUESTIONNAIRE Fiscal Year 2010-11

Agencies that Implemented a New Plan or Updated an Existing Plan Outlining their Affirmative Action Goals and Progress Made Toward Goals:

Agency	Percent of Goals Met	Agency	Percent of Goals Met
Agency for Persons with Disabilities	48.4%	Law Enforcement	20.0%
Agriculture and Consumer Services	52.0%	Management Services	36.7%
Corrections	4.3%	Military Affairs	10.0%
Elder Affairs	NIP	Office of the Governor ¹	43.0%
Environmental Protection	27.0%	Revenue	21.4%
Fish and Wildlife Conservation Commission	0.0%	School for the Deaf and the Blind	0.0%
Highway Safety and Motor Vehicles	13.3%	State	14.3%
Juvenile Justice	0.0%		

NIP: No information provided

¹ Includes data for the Agency for Enterprise Information Technology

**Innovative Ideas and Successful Special Programs
Agencies Reported Using to Recruit Minorities and Females:**

- The Agency for Workforce Innovation's management and staff serve on various interagency and national councils and committees having membership from the public and private sectors. These opportunities to network have assisted in increasing the pool of qualified applicants for current and projected vacancies in the agency.
- The Department of Agriculture and Consumer Services utilized interns to promote opportunities with the agency and has participated in career fairs.
- The Fish and Wildlife Conservation Commission is involved with the Minorities in Natural Resources Committee (MINRC) and the Southeast Association of Fish and Wildlife Agencies conference to recruit minorities. This resulted in the successful hiring of some minority students from the MINRC program. Additionally, all job announcements for professional positions are forwarded to approximately 100 minority businesses, organizations and Historically Black Colleges and Universities throughout the nation. The Division of Law Enforcement has a dedicated staff located throughout the state seeking minority applicants. The staff created a television series, "Operation Wild," to help educate the public about the agency's conservation efforts. This series helps attract a more diverse workforce throughout the state. The Fish and Wildlife Research Institute (FWRI) maintains contacts with universities having predominately minority populations in an effort to influence students to pursue careers in the sciences, along with encouraging graduating students to apply for available positions. FWRI performs community outreach services, such as "Marine Quest," to educate students about research and careers in marine sciences.
- The Department of Highway Safety and Motor Vehicles partnered with the Florida Highway Patrol to hold minority recruitment efforts across Florida.
- The Department of Law Enforcement participated in job and community resource fairs that were organized by members of the U.S. Congress, attended corporate networking night at a university, and it distributed vacancy announcements to minority organizations and predominately minority colleges and universities. It also gave presentations to college students preparing for internships in sociology and criminal justice and high school students.
- The Department of Revenue partnered with the Division of Blind Services to employ qualified individuals with disabilities.
- The Department of Transportation participated in the National Summer Transportation Institute, where minority and female students received an extensive curriculum on transportation-related subjects in an effort to enhance their knowledge and desire to pursue careers in transportation.

Some Challenges Agencies Reported Experiencing in Meeting Affirmative Action Goals:

- Budget reductions limited recruiting resources; while restructuring, layoffs, outsourcing and hiring freezes limited opportunities to meet goals.
- Budget constraints and low salaries continue to make it difficult to compete against private and local government entities, which often offer higher salaries with comparable benefits, especially in the protective services and scientific programs.
- All Protective Services positions within the Department of Military Affairs are Career Service exempt and are required to be in the National Guard, which has the greatest rate of attrition. The Department is also hampered by the fact most of its positions are filled with former military personnel, which further limits the applicant pool.

- Although U.S. Census data shows a projected increase in the number of Hispanics in the labor market, the main concentration of Hispanics are located in South Florida while majority of agencies employment opportunities are in North Florida.
- Employees are seeking better job opportunities elsewhere, entering Deferred Retirement Option Program or considering alternative options. Additionally, potential applicants are not considering state employment due to the much publicized changes affecting state employees and lagging salaries compared to local, city/federal government agencies and the private sector.
- The Florida Fish and Wildlife Conservation Commission has biological/scientific positions that require specialized biology degrees (e.g. wildlife, marine, etc.), as well as experience in those specialized fields. Although it makes a concerted effort to recruit minorities in these fields, its ability to recruit minorities is severely hampered by the inability to offer a competitive salary. Specifically, its pay scale, not only in the biological/scientific fields, but also in the law enforcement field, is generally much lower than pay for comparable positions with the federal government, water management districts, the private sector, and sometimes other State of Florida agencies. Its recruiting challenge for minorities in biological/scientific and law enforcement fields is comparable with similar recruiting challenges experienced by the 12 other state fish and wildlife agencies throughout the Southeast.

Occupations Agencies Reported Having Particular Difficulty Recruiting Minority and Female Applicants:

- Archaeologists
- Crime Laboratory Analysts
- Fisheries and Wildlife Biologists
- Law Enforcement Officers & Special Agents
- Chemists
- Biologists
- Information Technology (various occupations)
- Protective Services
- Nurses
- Physicians
- Environmental Specialists
- Forestry (various occupations)
- Firefighters
- Park Rangers
- Engineers
- Pilots

Agencies that did not respond to the Department of Management Services' questionnaire:

- Agency for Health Care Administration
- Citrus
- Community Affairs
- Education
- Parole Commission
- Veterans' Affairs

Agencies that do not have a current Plan that outlines Affirmative Action Goals:

- Agency for Workforce Innovation
- Business and Professional Regulation
- Children and Families
- Division of Administrative Hearings
- Financial Services
- Health
- Legal Affairs
- Transportation

Agency Comments:

- The Agency for Workforce Innovation reported that it continued to implement its existing Affirmative Action Plan as the agency had no under-representation in any EEO Job Category for African-American males or females or for Hispanic males or females. Therefore, the goals remained the same for Fiscal Year 2010-11.
- The Division of Administrative Hearings reports it does not have an AA Plan because it does not have a problem recruiting minorities. Also, one-fourth of its positions are appointed.
- The Department of Business and Professional Regulation reports it did not complete an AA plan this past fiscal year. It has an active and successful outreach and internship program that assists in tapping into various different demographics to assist with minority recruitment.
- The Department of Children and Families reports that, due to administrative restructuring and layoffs, the Department was unable to establish goals for the previous fiscal year. It will continue to monitor to ensure no group is being significantly impacted.
- The Department of Elder Affairs reports its permanent goal is to have a workforce that is reflective of the State of Florida labor market. It has been successful in recruiting, retaining, rewarding, and recognizing a highly productive workforce; while meeting all goals for hiring and promotional opportunities.
- The Department of Financial Services reports it is committed to Equal Employment Opportunity and views Affirmative Action Goals in terms of overall minority and female representation; therefore, it seeks to reach the minority percentages reflected on the Florida Statewide Available Labor Market Analysis.
- The Department of Health reports it did not complete an AA plan this past fiscal year. It reports experiencing increased budget restrictions and continued layoffs over the past year, resulting in the need to place adversely affected employees into vacant positions, regardless of minority status or gender. The Department also has a large number of positions traditionally filled by women (nurses, social workers, and dental assistants). While it continues to make efforts to hire male applicants for those positions, the availability of males is limited and many choose to enter the private sector due to better pay.
- The Department of Legal Affairs reports its permanent goal is to have a workforce that is reflective of the State of Florida's labor market.
- The Department of Transportation reports that it did not complete an AA Plan this past fiscal year. It reported in past years that it relied on Economic Parity in determining its Affirmative Action goals. The Department's Economic Parity plan determined Affirmative Action goals for each of the EEO job categories by minority and female status instead of by race and sex. In 2011, the Department, in coordination with the Federal Highway Administration, is developing Affirmative Action goals based upon race and sex. These Affirmative Action goals will be included in the Department's new Affirmative Action Plan for 2012/2017 that is undergoing revision at this time. In next year's questionnaire the Department will be able to list its goals and progress as listed below.

Note: The Public Service Commission, an entity within the Legislative branch, is not subject to the requirements of section 110 112(a) and (b), F S

Source: Agency responses to Department of Management Services' Division of Human Resource Management Questionnaire conducted July, 2011

Employees by Job Category As of June 30, 2011

Agency	Officials/ Administrators	Professionals	Technicians	Protective Service	Para Professionals	Administrative Support	Skilled Craft	Service Maintenance	Total
Agency for Health Care Administration	2.0%	85.4%	4.4%	-	0.5%	7.8%	-	-	1,532
Agency for Persons with Disabilities	1.0%	45.9%	2.4%	1.8%	34.0%	4.8%	4.7%	5.5%	2,806
Agency for Workforce Innovation	2.2%	94.1%	2.7%	-	-	0.6%	0.3%	0.1%	1,485
Agriculture and Consumer Services	3.3%	52.5%	9.0%	23.8%	0.4%	5.6%	2.8%	2.6%	3,237
Business and Professional Regulation	4.2%	79.8%	3.2%	7.3%	2.8%	2.7%	-	-	1,506
Children and Families	1.4%	65.8%	3.3%	1.4%	15.7%	8.1%	1.2%	3.1%	12,345
Citrus	26.4%	52.8%	7.5%	-	1.9%	7.5%	-	3.8%	53
Community Affairs	6.5%	85.8%	4.2%	1.3%	-	2.3%	-	-	309
Corrections	1.0%	22.3%	3.2%	65.0%	1.1%	5.1%	1.6%	0.8%	26,434
Division of Administrative Hearings	1.6%	52.7%	2.2%	-	-	43.5%	-	-	186
Education	11.5%	63.3%	6.8%	-	8.6%	9.5%	-	0.4%	2,285
Elder Affairs	4.9%	83.5%	3.1%	-	0.2%	8.2%	-	-	425
Environmental Protection	6.6%	66.7%	3.6%	2.8%	0.3%	5.3%	1.7%	13.1%	3,326
Financial Services	4.9%	76.3%	5.1%	6.5%	0.4%	6.6%	0.2%	-	2,528
Fish and Wildlife Conservation Commission	4.2%	53.8%	5.6%	29.9%	0.4%	4.9%	1.1%	0.1%	1,862
Health	1.7%	62.0%	6.5%	0.1%	11.8%	16.6%	0.5%	0.9%	15,210
Highway Safety and Motor Vehicles	1.9%	23.9%	3.4%	40.9%	1.3%	27.2%	0.8%	0.5%	3,997
Juvenile Justice	2.2%	45.8%	1.4%	0.2%	41.1%	4.6%	1.5%	3.2%	4,048
Law Enforcement	3.9%	59.2%	11.3%	22.7%	-	3.0%	-	-	1,591
Legal Affairs	9.5%	61.6%	1.2%	5.6%	6.2%	15.9%	0.1%	-	1,072
Management Services	5.3%	59.8%	8.5%	-	0.4%	4.4%	9.3%	12.3%	910
Military Affairs ¹	2.1%	53.6%	8.9%	1.0%	2.1%	6.5%	15.5%	10.3%	291
Office of the Governor ^{1,2}	72.2%	25.9%	1.9%	-	-	-	-	-	108
Parole Commission	12.6%	71.2%	-	-	-	16.2%	-	-	111
Public Service Commission	10.8%	77.8%	4.4%	-	-	7.1%	-	-	297
Revenue	1.6%	81.2%	4.6%	-	2.6%	9.9%	-	-	4,844
School for the Deaf and the Blind ¹	0.2%	21.6%	4.9%	3.2%	46.3%	1.7%	5.9%	16.2%	408
State	7.0%	77.1%	9.0%	-	0.7%	5.7%	0.5%	-	402
Transportation	2.6%	56.3%	15.5%	3.2%	1.0%	5.9%	7.1%	8.4%	6,757
Veterans' Affairs	2.4%	24.7%	14.9%	-	43.2%	4.5%	1.2%	9.1%	983
Total Employees	2,510	51,512	5,275	21,399	7,859	8,679	1,690	2,424	101,348
Percent of Total Employees	2.5%	50.8%	5.2%	21.1%	7.8%	8.6%	1.7%	2.4%	-

¹ These entities have employees in other pay plans that are not represented in this report. As these numbers only reflect part of the overall employees of these entities, use caution when drawing any conclusions regarding employee changes as they would have to be based upon a separate analysis.

² Includes data for the Agency for Enterprise Information Technology.

Minority Representation by Pay Plan As of June 30, 2011

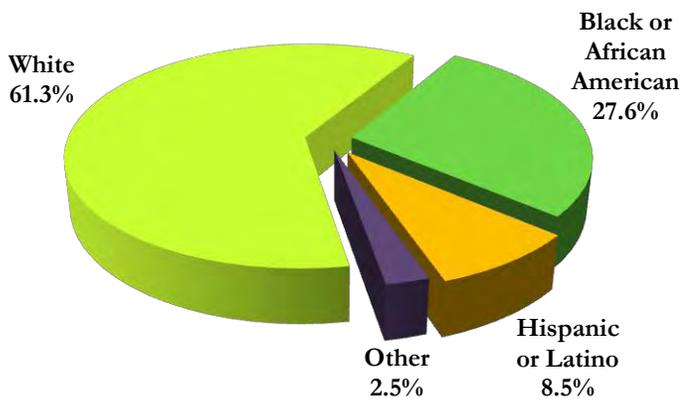
Minority representation in the Career Service and Selected Exempt Service pay plans rose by 2.6 and 1.8 percentage points respectively since 2007, while minorities in the Senior Management Service pay plan decreased by 1.1 percentage points. Since 2010, minority representation increased in the Career Service by 0.4 percentage points, Selected Exempt Service by 0.4 percentage points and in the Senior Management Service by 1 percentage point.

FIVE-YEAR TREND: MINORITY REPRESENTATION

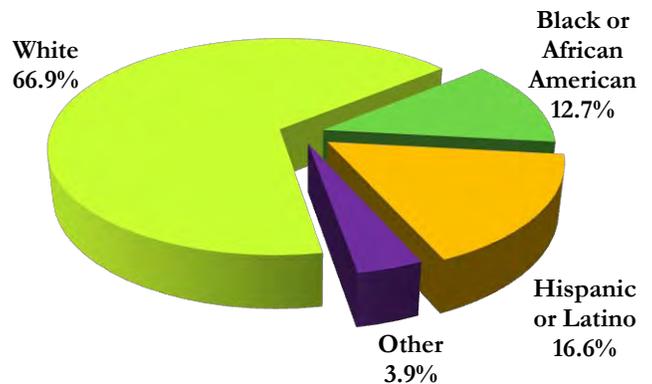
Pay Plan	2007		2008		2009		2010		2011	
	Minor.	Total								
Career Service	32,419	85,197	34,846	84,523	34,732	85,460	34,450	85,588	33,651	82,761
Percent of Total	38.1%		41.2%		40.6%		40.3%		40.7%	
Selected Exempt Service	5,469	19,191	5,709	19,149	5,669	19,115	5,643	18,872	5,464	18,054
Percent of Total	28.5%		29.8%		29.7%		29.9%		30.3%	
Senior Management Service	77	572	74	577	71	599	65	571	66	533
Percent of Total	13.5%		12.8%		11.9%		11.4%		12.4%	

For minorities, the State Personnel System exceeded the Available Labor Market¹ (ALM) representation in the “Black or African American” category by 14.9 percentage points. In the “Other” category, the SPS was below the ALM by 1.4 percentage points, while Hispanic or Latino representation was 8.1 percentage points below the ALM.

STATE PERSONNEL SYSTEM



FLORIDA'S AVAILABLE LABOR MARKET



¹ Available Labor Market statistics represent the average of the available number of minorities or females

² “Other” includes Asian, American Indian/Alaskan Native, Native Hawaiian/Other Pacific Islander or Balance (two or more races)

Source: 2000 Available Labor Market Analysis prepared by the Department of Management Services’ Division of Human Resource Management in conjunction with Florida State University

Gender Representation by Pay Plan As of June 30, 2011

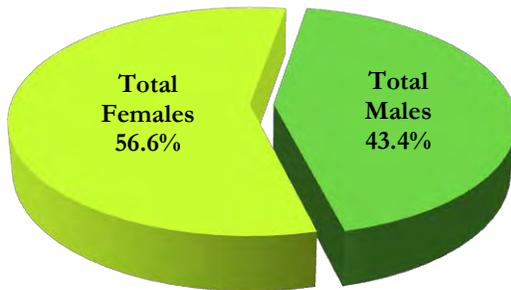
The overall total number of female employees in the Career Service has increased by 0.1 percentage point since 2007. Additionally, female representation within the Selected Exempt Service and Senior Management Service has increased by 1.4 percentage points and 2.2 percentage points, respectively. Since 2010, female representation in the Selected Exempt Service and Senior Management Service increased by 0.4 percentage points and 1.3 percentage points, respectively. In contrast, female representation in the Career Service remained unchanged since 2010.

FIVE-YEAR TREND: GENDER REPRESENTATION

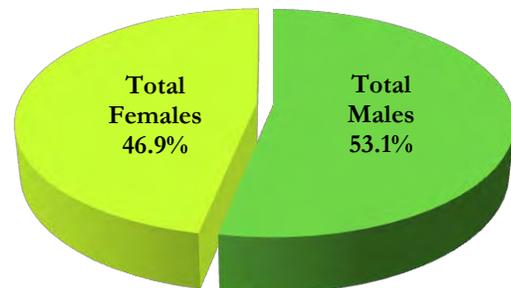
Pay Plan	2007		2008		2009		2010		2011	
	Fem.	Total								
Career Service	48,218	85,197	47,921	84,523	48,520	85,460	48,509	85,588	46,903	82,761
Percent of Total	56.6%		56.7%		56.8%		56.7%		56.7%	
Selected Exempt Service	10,653	19,191	10,684	19,149	10,720	19,115	10,660	18,872	10,275	18,054
Percent of Total	55.5%		55.8%		56.1%		56.5%		56.9%	
Senior Management Service	220	572	232	577	234	599	225	571	217	533
Percent of Total	38.5%		40.2%		39.1%		39.4%		40.7%	

Female representation in the State Personnel System exceeded Florida's Available Labor Market¹ by 9.7 percentage points.

STATE PERSONNEL SYSTEM



FLORIDA'S AVAILABLE LABOR MARKET



¹ Available Labor Market statistics represent the average of the available numbers of minorities or females
Source: 2000 Available Labor Market Analysis prepared by the Department of Management Services' Division of Human Resource Management in conjunction with Florida State University

Race and Gender Demographics: By Agency

As of June 30, 2011

As part of the reporting requirements specified in section 110.112(2)(d), Florida Statutes, the table below provides a snapshot of the representation of the employees in the Career Service, Selected Exempt Service, and Senior Management Service by race and gender and by agency at the end of the fiscal year.

Agency	White		Black		Hispanic		Other ¹		Total
	Male	Female	Male	Female	Male	Female	Male	Female	
Agency for Health Care Administration	20.5%	43.1%	3.8%	19.5%	2.7%	7.3%	1.2%	2.0%	1,532
Agency for Persons with Disabilities	14.3%	23.4%	16.3%	40.9%	0.5%	2.4%	0.8%	1.3%	2,806
Agency for Workforce Innovation	19.7%	25.0%	10.1%	28.0%	4.4%	10.4%	1.1%	1.2%	1,485
Agriculture and Consumer Services	58.7%	22.4%	4.7%	5.5%	3.2%	2.4%	1.9%	1.3%	3,237
Business and Professional Regulation	26.5%	30.2%	7.5%	19.8%	4.6%	5.4%	2.8%	3.2%	1,506
Children and Families	14.5%	30.5%	9.7%	31.4%	2.9%	8.7%	0.9%	1.3%	12,345
Citrus	34.0%	52.8%	1.9%	3.8%	1.9%	3.8%	1.9%	-	53
Community Affairs	39.2%	35.9%	5.8%	14.9%	1.3%	1.6%	0.3%	1.0%	309
Corrections	43.3%	23.7%	10.8%	15.5%	3.4%	2.1%	0.7%	0.5%	26,434
Division of Administrative Hearings	14.0%	54.3%	2.7%	21.5%	0.5%	4.3%	0.5%	2.2%	186
Education	18.2%	43.3%	4.9%	20.3%	2.2%	8.5%	0.9%	1.7%	2,285
Elder Affairs	11.1%	50.4%	1.4%	20.9%	3.1%	9.6%	0.9%	2.6%	425
Environmental Protection	46.0%	38.0%	3.4%	4.5%	2.0%	1.9%	2.3%	1.8%	3,326
Financial Services	32.8%	32.2%	6.4%	17.6%	3.7%	4.0%	1.4%	1.9%	2,528
Fish and Wildlife Conservation Commission	62.3%	26.3%	1.5%	3.1%	2.9%	1.1%	1.5%	1.3%	1,862
Health	12.5%	43.0%	3.6%	22.9%	2.4%	12.1%	1.0%	2.4%	15,210
Highway Safety and Motor Vehicles	35.9%	23.9%	8.9%	15.2%	8.5%	5.4%	1.2%	1.2%	3,997
Juvenile Justice	16.7%	19.2%	25.6%	31.1%	3.5%	2.9%	0.3%	0.5%	4,048
Law Enforcement	37.7%	39.4%	4.0%	9.4%	2.7%	3.8%	1.5%	1.4%	1,591
Legal Affairs	26.4%	45.2%	2.4%	13.1%	3.1%	6.6%	1.1%	2.1%	1,072
Management Services	35.7%	28.9%	14.4%	14.8%	2.1%	1.4%	1.4%	1.2%	910
Military Affairs ³	48.8%	39.5%	7.2%	1.0%	0.7%	0.3%	1.7%	0.7%	291
Office of the Governor ^{2,3}	38.0%	45.4%	3.7%	4.6%	1.9%	0.9%	3.7%	1.9%	108
Parole Commission	25.2%	45.9%	4.5%	18.9%	2.7%	2.7%	-	-	111
Public Service Commission	31.0%	38.4%	6.7%	13.5%	2.0%	2.4%	2.7%	3.4%	297
Revenue	23.1%	39.2%	5.8%	22.5%	1.4%	4.3%	1.4%	2.4%	4,844
School for the Deaf and the Blind ³	25.5%	45.6%	4.2%	21.1%	0.5%	1.0%	0.2%	2.0%	408
State	29.9%	47.5%	4.2%	14.2%	0.7%	1.7%	0.7%	1.0%	402
Transportation	47.2%	23.9%	9.2%	5.9%	5.9%	3.6%	2.8%	1.6%	6,757
Veterans' Affairs	14.4%	42.6%	4.1%	29.8%	1.5%	4.3%	0.7%	2.5%	983
Total Employees	30,883	31,203	8,618	19,387	3,275	5,382	1,177	1,423	101,348
Percent of Total Employees	30.5%	30.8%	8.5%	19.1%	3.2%	5.3%	1.2%	1.4%	-

¹ "Other" includes Asian, Native American/Alaskan Native, Native Hawaiian/Other Pacific Islander, Balance (two or more races) or Unknown

² Includes data for the Agency for Enterprise Information Technology

³ These entities have employees in other pay plans that are not represented in this report. As these numbers only reflect part of the overall employees of these entities, use caution when drawing any conclusions regarding employee changes as they would have to be based upon a separate analysis

Race and Gender Demographics: Career Service As of June 30, 2011

As part of the reporting requirements specified in section 110.112(2)(d), Florida Statutes, the table below provides a snapshot of the representation of the employees in the Career Service by race and gender and by agency at the end of the fiscal year.

Agency	White		Black		Hispanic		Other ¹		Total
	Male	Female	Male	Female	Male	Female	Male	Female	
Agency for Health Care Administration	17.5%	42.3%	3.8%	21.7%	2.8%	8.4%	1.3%	2.2%	1,114
Agency for Persons with Disabilities	12.6%	21.4%	18.0%	43.2%	0.5%	2.3%	0.6%	1.5%	2,187
Agency for Workforce Innovation	18.2%	22.0%	10.8%	29.3%	5.3%	11.7%	1.4%	1.2%	1,184
Agriculture and Consumer Services	59.9%	20.0%	5.2%	5.5%	3.6%	2.3%	2.1%	1.3%	2,479
Business and Professional Regulation	24.5%	27.3%	7.9%	22.1%	4.8%	6.0%	3.4%	4.0%	1,073
Children and Families	13.0%	28.9%	9.7%	33.8%	3.1%	9.4%	0.7%	1.3%	9,757
Citrus	31.6%	63.2%	-	-	-	5.3%	-	-	19
Community Affairs	33.6%	36.0%	7.6%	18.0%	1.4%	1.9%	-	1.4%	211
Corrections	43.7%	23.1%	11.0%	15.7%	3.3%	2.0%	0.7%	0.5%	24,864
Division of Administrative Hearings	15.1%	52.1%	3.4%	23.5%	0.8%	3.4%	0.8%	0.8%	119
Education	13.5%	41.3%	5.5%	24.1%	2.3%	10.9%	0.8%	1.7%	1,500
Elder Affairs	7.1%	48.3%	1.0%	22.6%	3.4%	12.5%	1.4%	3.7%	296
Environmental Protection	44.6%	37.4%	3.9%	4.9%	2.3%	2.0%	2.5%	2.3%	2,314
Financial Services	30.5%	29.2%	7.0%	20.6%	4.4%	4.7%	1.6%	2.0%	1,759
Fish and Wildlife Conservation Commission	64.1%	24.1%	1.7%	2.7%	3.2%	1.2%	1.6%	1.3%	1,533
Health	10.1%	42.7%	3.4%	24.8%	2.3%	13.4%	0.8%	2.4%	12,523
Highway Safety and Motor Vehicles	36.5%	21.3%	9.4%	15.7%	9.2%	5.6%	1.1%	1.2%	3,503
Juvenile Justice	15.7%	17.7%	26.6%	32.6%	3.6%	3.1%	0.3%	0.5%	3,175
Law Enforcement	37.6%	38.9%	4.1%	9.8%	2.5%	3.9%	1.7%	1.5%	1,379
Legal Affairs	19.6%	42.7%	3.1%	20.0%	3.9%	8.1%	0.6%	2.0%	541
Management Services	33.4%	24.3%	20.0%	16.0%	2.4%	1.2%	1.4%	1.2%	494
Military Affairs ³	54.6%	32.8%	8.7%	1.1%	-	-	2.2%	0.5%	183
Office of the Governor ^{2,3}	-	-	-	-	-	-	-	-	-
Parole Commission	25.3%	44.3%	5.1%	19.0%	2.5%	3.8%	-	-	79
Public Service Commission	28.1%	31.6%	9.4%	15.8%	2.9%	3.5%	4.7%	4.1%	171
Revenue	20.8%	39.4%	5.8%	24.2%	1.4%	4.4%	1.5%	2.4%	4,091
School for the Deaf and the Blind ³	25.8%	41.3%	5.3%	23.6%	0.6%	0.9%	0.3%	2.2%	322
State	28.5%	42.6%	5.2%	18.1%	1.2%	1.6%	1.2%	1.6%	249
Transportation	46.8%	23.5%	10.3%	5.9%	5.7%	3.3%	2.7%	1.7%	4,775
Veterans' Affairs	12.5%	41.3%	4.2%	32.9%	1.5%	4.6%	0.6%	2.5%	867
Total Employees	24,792	24,245	7,415	16,855	2,753	4,645	898	1,158	82,761
Percent of Total Employees	30.0%	29.3%	9.0%	20.4%	3.3%	5.6%	1.1%	1.4%	-

¹ "Other" includes Asian, Native American/Alaskan Native, Native Hawaiian/Other Pacific Islander, Balance (two or more races) or Unknown

² Includes data for the Agency for Enterprise Information Technology

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Race and Gender Demographics: Selected Exempt Service As of June 30, 2011

As part of the reporting requirements specified in section 110.112(2)(d), Florida Statutes, the table below provides a snapshot of the representation of the employees in the Selected Exempt Service by race and gender and by agency at the end of the fiscal year.

Agency	White		Black		Hispanic		Other ¹		Total
	Male	Female	Male	Female	Male	Female	Male	Female	
Agency for Health Care Administration	28.4%	44.9%	3.9%	13.8%	2.4%	4.4%	0.7%	1.5%	412
Agency for Persons with Disabilities	20.0%	30.8%	10.3%	33.4%	0.7%	2.6%	1.5%	0.8%	614
Agency for Workforce Innovation	24.7%	37.0%	6.8%	23.6%	1.0%	5.5%	-	1.4%	292
Agriculture and Consumer Services	54.0%	30.2%	3.1%	5.9%	1.6%	2.5%	1.1%	1.6%	733
Business and Professional Regulation	29.9%	38.8%	6.5%	14.2%	4.1%	4.3%	1.0%	1.2%	415
Children and Families	20.0%	36.5%	9.9%	22.7%	2.3%	5.9%	1.7%	1.1%	2,551
Citrus	32.3%	48.4%	3.2%	6.5%	3.2%	3.2%	3.2%	-	31
Community Affairs	49.5%	36.3%	2.2%	8.8%	1.1%	1.1%	1.1%	-	91
Corrections	36.1%	33.5%	7.3%	12.6%	4.1%	3.5%	1.7%	1.3%	1,554
Division of Administrative Hearings	10.6%	59.1%	1.5%	18.2%	-	6.1%	-	4.5%	66
Education	26.5%	47.2%	3.8%	13.5%	2.0%	4.1%	1.2%	1.7%	755
Elder Affairs	18.0%	55.7%	2.5%	18.0%	2.5%	3.3%	-	-	122
Environmental Protection	48.9%	39.5%	2.1%	3.7%	1.3%	1.7%	2.1%	0.5%	987
Financial Services	37.7%	39.0%	4.8%	11.2%	2.1%	2.5%	1.0%	1.8%	730
Fish and Wildlife Conservation Commission	52.3%	37.3%	0.6%	4.9%	1.3%	1.0%	1.0%	1.6%	308
Health	23.2%	44.1%	4.5%	14.4%	3.2%	6.3%	1.7%	2.4%	2,617
Highway Safety and Motor Vehicles	30.8%	42.0%	5.6%	12.2%	3.3%	3.9%	1.2%	0.8%	483
Juvenile Justice	20.4%	24.2%	22.7%	25.8%	3.3%	2.5%	0.5%	0.7%	854
Law Enforcement	37.5%	44.8%	3.1%	7.8%	2.1%	2.6%	0.5%	1.6%	192
Legal Affairs	33.1%	48.3%	1.6%	6.1%	2.2%	4.9%	1.8%	2.2%	511
Management Services	37.4%	34.4%	8.0%	14.0%	1.7%	1.7%	1.5%	1.2%	401
Military Affairs ³	36.3%	53.9%	4.9%	1.0%	2.0%	1.0%	-	1.0%	102
Office of the Governor ^{2,3}	30.7%	45.3%	5.3%	6.7%	2.7%	1.3%	5.3%	2.7%	75
Parole Commission	21.4%	50.0%	3.6%	21.4%	3.6%	-	-	-	28
Public Service Commission	32.2%	50.0%	3.4%	10.2%	0.8%	0.8%	-	2.5%	118
Revenue	35.0%	38.0%	5.5%	13.5%	1.8%	3.2%	1.1%	1.9%	742
School for the Deaf and the Blind ³	24.4%	61.6%	-	11.6%	-	1.2%	-	1.2%	86
State	30.3%	57.7%	2.8%	8.5%	-	0.7%	-	-	142
Transportation	47.8%	25.0%	6.6%	6.0%	6.2%	4.2%	2.7%	1.4%	1,936
Veterans' Affairs	26.4%	54.7%	3.8%	7.5%	0.9%	1.9%	1.9%	2.8%	106
Total Employees	5,809	6,774	1,186	2,515	510	724	273	263	18,054
Percent of Total Employees	32.2%	37.5%	6.6%	13.9%	2.8%	4.0%	1.5%	1.5%	-

¹ "Other" includes Asian, Native American/Alaskan Native, Native Hawaiian/Other Pacific Islander, Balance (two or more races) or Unknown

² Includes data for the Agency for Enterprise Information Technology

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Race and Gender Demographics: Senior Management Service As of June 30, 2011

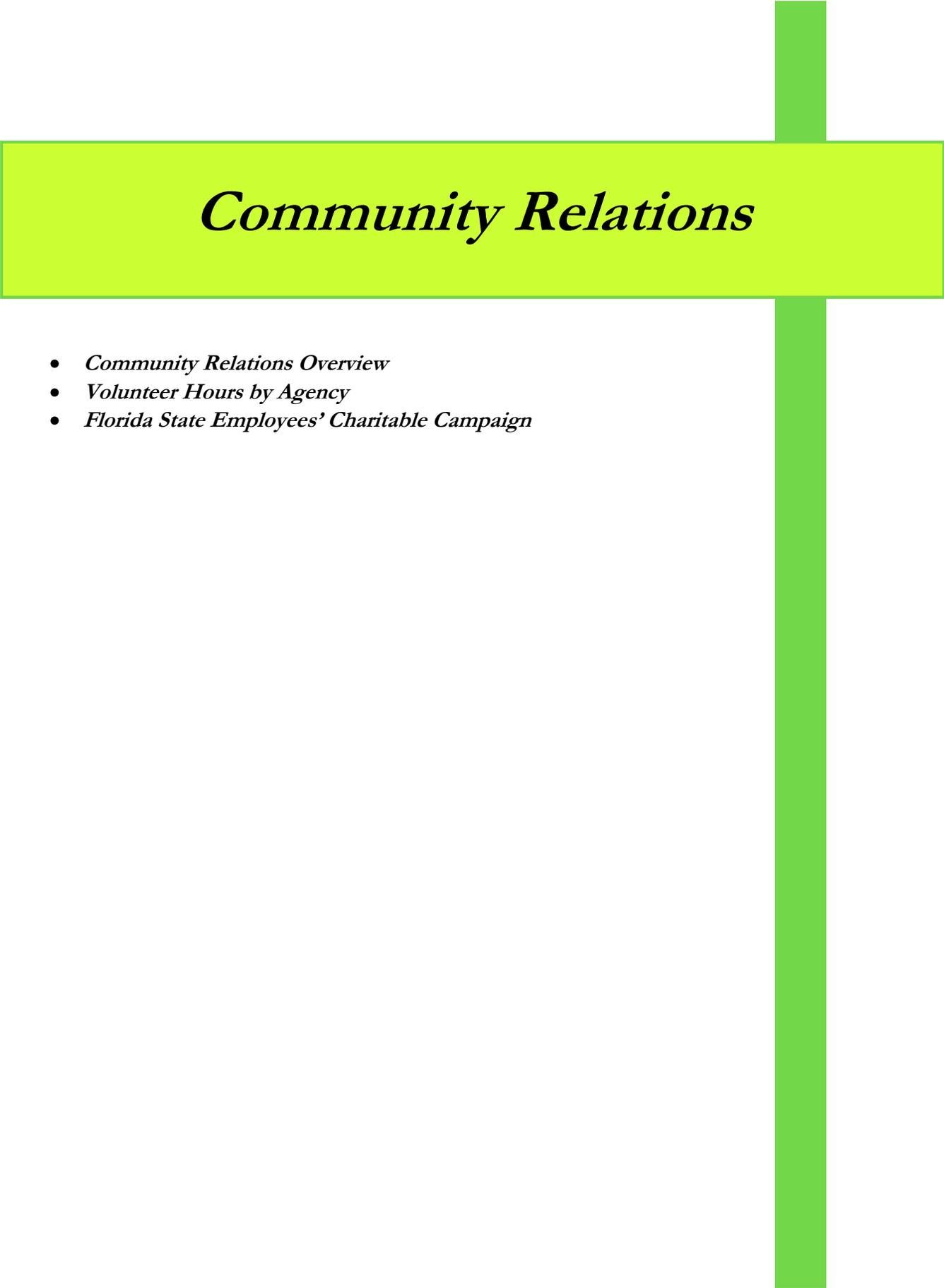
As part of the reporting requirements specified in section 110.112(2)(d), Florida Statutes, the table below provides a snapshot of the representation of the employees in the Senior Management Service by race and gender and by agency at the end of the fiscal year.

Agency	White		Black		Hispanic		Other ¹		Total
	Male	Female	Male	Female	Male	Female	Male	Female	
Agency for Health Care Administration	33.3%	66.7%	-	-	-	-	-	-	6
Agency for Persons with Disabilities	80.0%	20.0%	-	-	-	-	-	-	5
Agency for Workforce Innovation	44.4%	33.3%	22.2%	-	-	-	-	-	9
Agriculture and Consumer Services	72.0%	24.0%	-	-	-	4.0%	-	-	25
Business and Professional Regulation	66.7%	5.6%	5.6%	11.1%	-	-	11.1%	-	18
Children and Families	45.9%	35.1%	2.7%	8.1%	2.7%	5.4%	-	-	37
Citrus	66.7%	33.3%	-	-	-	-	-	-	3
Community Affairs	71.4%	28.6%	-	-	-	-	-	-	7
Corrections	62.5%	31.3%	-	6.3%	-	-	-	-	16
Division of Administrative Hearings	100.0%	-	-	-	-	-	-	-	1
Education	46.7%	46.7%	6.7%	-	-	-	-	-	30
Elder Affairs	57.1%	42.9%	-	-	-	-	-	-	7
Environmental Protection	64.0%	28.0%	4.0%	-	4.0%	-	-	-	25
Financial Services	48.7%	38.5%	5.1%	2.6%	2.6%	2.6%	-	-	39
Fish and Wildlife Conservation Commission	76.2%	19.0%	-	-	4.8%	-	-	-	21
Health	34.3%	51.4%	4.3%	5.7%	-	1.4%	1.4%	1.4%	70
Highway Safety and Motor Vehicles	45.5%	54.5%	-	-	-	-	-	-	11
Juvenile Justice	31.6%	42.1%	5.3%	15.8%	-	5.3%	-	-	19
Law Enforcement	45.0%	25.0%	5.0%	-	20.0%	5.0%	-	-	20
Legal Affairs	40.0%	35.0%	5.0%	5.0%	5.0%	10.0%	-	-	20
Management Services	66.7%	33.3%	-	-	-	-	-	-	15
Military Affairs ²	83.3%	-	-	-	-	-	16.7%	-	6
Office of the Governor ^{2,3}	54.5%	45.5%	-	-	-	-	-	-	33
Parole Commission	50.0%	50.0%	-	-	-	-	-	-	4
Public Service Commission	75.0%	12.5%	-	12.5%	-	-	-	-	8
Revenue	63.6%	27.3%	-	-	-	9.1%	-	-	11
School for the Deaf and the Blind ²	-	-	-	-	-	-	-	-	-
State	54.5%	27.3%	-	-	-	18.2%	-	-	11
Transportation	54.3%	26.1%	4.3%	2.2%	4.3%	2.2%	4.3%	2.2%	46
Veterans' Affairs	60.0%	30.0%	-	-	10.0%	-	-	-	10
Total Employees	281	191	17	18	12	6	6	2	533
Percent of Total Employees	52.7%	35.8%	3.2%	3.4%	2.3%	1.1%	1.1%	0.4%	-

¹ "Other" includes Asian, Native American/Alaskan Native, Native Hawaiian/Other Pacific Islander, Balance (two or more races) or Unknown

² These entities have employees in other pay plans that are not represented in this report. As these numbers only reflect part of the overall employees of these entities, use caution when drawing any conclusions regarding employee changes as they would have to be based upon a separate analysis

³ Includes data for the Agency for Enterprise Information Technology



Community Relations

- *Community Relations Overview*
- *Volunteer Hours by Agency*
- *Florida State Employees' Charitable Campaign*

Community Relations Overview

A number of state employees contribute to their communities in the form of monetary donations or volunteering their time for community service projects during and outside of work hours.

Rule 60L-34.0071(3)(i), Florida Administrative Code, provides agency employees with the ability to participate in community service activities up to a maximum of five paid hours per calendar month. Community service activities may include, but not be limited to, mentoring, tutoring, guest speaking in a school, Guardian Ad Litem, Big Brother/Big Sister, Senior Corps, Adult Literacy, Meals on Wheels or any related service program that meets the needs of people.

In addition, section 110.181, Florida Statutes, provides employees with an opportunity to participate in an annual fundraising drive for the Florida State Employees' Charitable Campaign (FSECC). The FSECC is the only authorized fundraising activity for state employees (including the State Courts System, the Justice Administrative Commission, the Florida Lottery and the Florida Legislature) within the work place and during work hours.

The following observations regarding the SPS can be made from an analysis of the information in this section:

- For Fiscal Year 2010-11, the employees at the Departments of Revenue, Transportation, Health, and Corrections reported the highest number of volunteer hours.
- The agencies with the highest percentage of employees reporting volunteer hours were the Department of Revenue (16.2 percent), the Agency for Health Care Administration (6.3 percent), the Department of Transportation (6.0 percent) and the Fish and Wildlife Conservation Commission (5.7 percent).
- As of June 30, 2011, employees provided 21,922.50 hours of paid volunteer time and another 25,417.75 hours of unpaid volunteer time for community service activities.
- Over the past five years, the annual average dollar amount contributed to the FSECC by employees in the SPS was \$4,422,569.
- Employees contributed \$3,737,204 to the FSECC for 2010.
- Employee contributions to the FSECC for 2010 (\$3,737,204) decreased by 10.4 percent from 2009 (\$4,171,177).
- 29,433 State Personnel System employees contributed to the FSECC in 2010.

Volunteer Hours by Agency As of June 30, 2011

The number of work hours an employee spends volunteering in a community service activity may be tracked on the employee's timesheet as administrative leave. Some employees may also use the timesheet to capture their personal time (unpaid hours) spent on community service activities; however, this is not a requirement. Therefore, the hours may not reflect a true representation of the total time employees actually volunteer.

NUMBER OF REPORTED VOLUNTEER HOURS BY AGENCY

Agency	Administrative Leave (paid)	Personal Time (unpaid)	Total Hours	% Employees Reporting Hours
Agency for Health Care Administration	748.50	245.50	994.00	6.3%
Agency for Persons with Disabilities	232.50	520.25	752.75	2.8%
Agency for Workforce Innovation	263.50	9.75	273.25	2.5%
Agriculture and Consumer Services	368.00	50.50	418.50	1.4%
Business and Professional Regulation	345.00	650.50	995.50	5.0%
Children and Families	700.50	24.00	724.50	1.7%
Citrus	4.00	-	4.00	1.9%
Community Affairs	96.00	2.00	98.00	4.5%
Corrections	3,772.25	649.00	4,421.25	2.4%
Division of Administrative Hearings	19.50	-	19.50	2.7%
Education	642.50	93.00	735.50	3.7%
Elder Affairs	94.25	-	94.25	3.5%
Environmental Protection	816.75	2,636.25	3,453.00	2.7%
Financial Services	903.00	97.25	1,000.25	5.5%
Fish and Wildlife Conservation Commission	392.75	2,933.75	3,326.50	5.7%
Health	1,514.50	2,972.00	4,486.50	2.6%
Highway Safety and Motor Vehicles	501.00	804.50	1,305.50	3.1%
Juvenile Justice	323.75	977.75	1,301.50	2.3%
Law Enforcement	263.00	116.50	379.50	2.7%
Legal Affairs	167.25	90.50	257.75	4.3%
Management Services	87.50	10.50	98.00	2.3%
Military Affairs ¹	-	-	-	-
Office of the Governor ^{1,2}	11.00	-	11.00	4.6%
Parole Commission	29.00	-	29.00	2.7%
Public Service Commission	137.50	289.50	427.00	5.1%
Revenue	6,085.75	9,085.75	15,171.50	16.2%
School for the Deaf and the Blind ¹	8.00	-	8.00	1.0%
State	58.00	-	58.00	2.5%
Transportation	3,303.75	3,091.00	6,394.75	6.0%
Veterans' Affairs	33.50	68.00	101.50	0.5%
Total Hours	21,922.50	25,417.75	47,340.25	3.6%

The dollar equivalent of the 21,922.50 administrative leave hours contributed by employees to the community in Fiscal Year 2010-11 was \$399,428³.

¹ These entities have employees in other pay plans that are not represented in this report. As these numbers only reflect part of the overall employees of these entities, the total number of volunteer hours may not be reflected.

² Includes data for the Agency for Enterprise Information Technology.

³ This amount was based on the average hourly rate of \$18.22 for employees in the State Personnel System (\$37,898/2080 hours) as depicted on the Workforce Profile on Page 18.

***Florida State Employees' Charitable Campaign
Contributions Raised for Calendar Year 2010***

The FSECC is the only authorized solicitation of state employees allowed at the workplace. The Department of Management Services administers the FSECC in partnership with the FSECC Statewide Steering Committee, whose members are appointed by the governor, cabinet members and the Department of Management Services' secretary. The United Way of Florida is contracted to manage the campaign and serves as the fiscal agent to collect and distribute the funds.

The combined campaign provides an organized and effective method by which employees can donate to charities of their choice, either through payroll deduction or a one-time gift. Charitable organizations are reviewed and screened by the steering committee to ensure they meet the eligibility requirements presented in section 110.181, Florida Statutes.

FIVE-YEAR TREND: FSECC CONTRIBUTIONS

Fiscal Agent Area	2006	2007	2008	2009	2010	2009/2010 % Change
Big Bend	2,403,712	2,370,368	2,171,282	1,983,648	1,757,740	-11.4%
Brevard	55,020	54,248	59,931	61,390	63,301	3.1%
Broward	228,953	259,628	153,730	163,948	139,415	-15.0%
Central Florida	106,515	106,234	83,716	81,908	71,600	-12.6%
Citrus	10,839	9,299	5,907	4,154	4,180	0.6%
Collier ¹	21,025	15,181	9,325	7,381	-	N/A
Escambia	99,654	90,254	76,583	69,263	53,649	-22.5%
Heart of Florida	377,538	293,915	288,904	261,598	249,092	-4.8%
Hernando	7,614	7,148	7,107	11,042	8,558	-22.5%
Indian River	13,244	13,067	11,847	11,207	10,811	-3.5%
Lake & Sumter	37,106	61,944	37,010	61,040	55,387	-9.3%
Lee	84,398	92,908	84,567	80,618	78,264	-2.9%
Marion	36,367	34,622	37,510	30,514	32,553	6.7%
Martin	13,928	12,646	14,494	17,528	15,059	-14.1%
Miami-Dade	159,379	163,537	181,102	155,048	181,916	17.3%
Monroe	19,809	22,772	17,032	12,089	14,215	17.6%
North Central Florida	158,055	163,593	159,786	153,616	151,445	-1.4%
Northeast Florida	262,405	246,921	191,986	170,074	154,420	-9.2%
Northwest Florida	173,488	179,641	148,746	173,438	128,723	-25.8%
Okaloosa & Walton	48,336	42,071	34,224	34,196	40,121	17.3%
Okeechobee	6,556	3,838	4,053	6,668	6,599	-1.0%
Palm Beach	112,095	114,811	90,220	120,838	101,167	-16.3%
Pasco	14,999	13,222	16,894	21,895	18,772	-14.3%
Santa Rosa	25,458	23,982	25,256	27,745	24,183	-12.8%
Sarasota	31,993	29,106	30,928	32,601	32,079	-1.6%
St. Lucie	57,155	53,299	31,938	73,775	27,227	-63.1%
Suwannee Valley	70,714	65,170	60,437	64,164	74,362	15.9%
Tampa Bay	226,422	219,712	222,375	210,039	177,283	-15.6%
Volusia & Flagler	109,756	106,133	105,773	69,752	65,083	-6.7%
Total Raised	\$4,972,533	\$4,869,270	\$4,362,663	\$4,171,177²	\$3,737,204	-10.4%

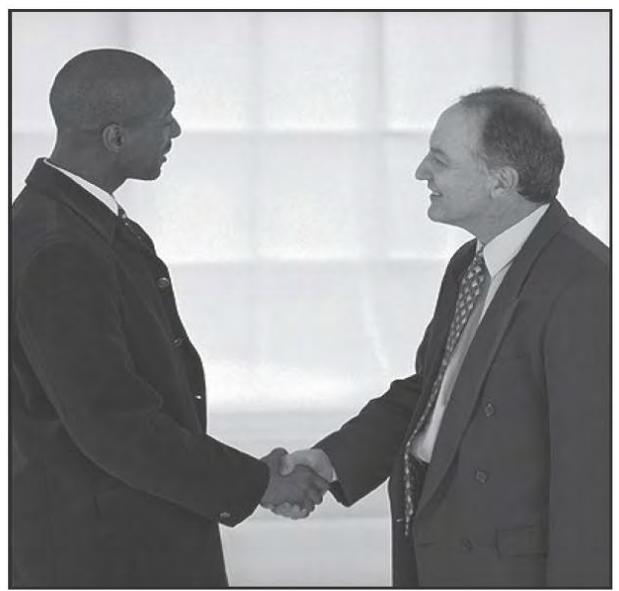
¹ Amounts raised included in the 2010 amount for Lee County

² Estimated amounts previously reported for 2009 have been adjusted to reflect actual amounts raised

Source: United Way of Florida

If you have any questions regarding the information contained in this report, please contact:

The Florida Department of Management Services
Division of Human Resource Management
4050 Esplanade Way, Suite 235
Tallahassee, Florida 32399-0950
(850) 922-5449





FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

December 15, 2011

VIA ELECTRONIC MAIL

Senator Jeremy Ring, Co-Chair
Representative Debbie Mayfield, Co-Chair
Joint Select Committee on Collective Bargaining

Governmental Oversight and Accountability Committee
Room 525, Knott Building
Tallahassee, Florida 32399

Re: Response to Impasse Inquiry– Florida Highway Patrol Unit

Dear Senator Ring and Representative Mayfield:

As requested by the Joint Select Committee on Collective Bargaining you will find attached the bargaining proposals presented by the Florida PBA to the Department of Management Services (DMS) for the 2012-2013 fiscal year. The parties are negotiating over the third year of a three-year collective bargaining agreement. The Association recognizes that the parties have reached “statutory” impasse; however, it believes that real impasse has not been reached. It remains hopeful that further agreements can be finalized with Governor Scott and DMS.

While there are a number of articles that remain in dispute, the primary focus of the Association is centered on three issues: (a) Article 25, Wages, (b) Article 27, Insurance and Retirement, and (c) Article 18, Hours of Work. The proposals of the Florida PBA are largely self-explanatory; however, the rationale for the proposals are important and worthy of consideration.

Article 25 – Wages – The Florida PBA has proposed a three-pronged approach to the wage issue. The first prong is a competitive pay adjustment. The second is an experience-based wage adjustment. The final prong proposes a small merit adjustment.

Candidly, the most important and warranted adjustment is the three percent (3%) competitive pay adjustment. This adjustment is reasonable in light of two undisputed facts: (a) the troopers have now gone six years without a regular wage adjustment, and (b) last year their salaries were reduced by three percent (3%) for purposes of a mandatory, pension contribution.

Simply put, this wage increase partially restores their salaries to pre-July, 2011 levels. Certainly, such an increase is fair and equitable.

Senator Jeremy Ring, Co-Chair
Representative Debbie Mayfield, Co-Chair
Joint Select Committee on Collective Bargaining
December 15, 2011
Page Two

Article 27 – Insurance and Retirement Benefits – The Florida PBA’s proposal regarding health insurance is a “status quo” proposal which seeks to maintain health insurance benefits, co-payments and employee contributions at their current levels. This is simply a maintenance proposal, designed to protect against further losses to an employee’s salary and benefit base. Once again, it is certainly a fair and equitable proposal.

As a review of the proposal presented by DMS reveals, a new provision relating to retirement benefits is proposed to be added to the agreement. Obviously, it is designed to respond to the retirement lawsuit pending in circuit court. The Florida PBA does not consider this “policy statement” to be appropriate. It is, at best, a permissive subject of bargaining and, at worst, a waiver of the right to bargain.

The matter should be left to disposition by the Florida courts, presumably the Florida Supreme Court and not placed into the bargaining agreement.

Article 18 – Hours of Work – The primary issue involving Article 18 is the issue of special compensatory leave and reduction of this benefit. The Florida PBA is acutely aware of this issue and has advanced a proposal to gradually reduce the special compensatory time liability. Significantly, PBA is already working with several state agencies to devise and implement a plan for the systematic reduction of this liability, i.e. the Florida Highway Patrol and the Florida Department of Law Enforcement.

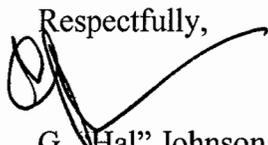
DMS has proposed significant modifications in the special compensatory time benefit. Our initial reaction is concern since it appears to work a forfeiture of accrued benefits for certain current employees, and appears to have a disparate impact on veteran employees.

Under the circumstances, the Florida PBA suggests that a better solution, rather than taking a “one size fits all” approach, is to focus on changes directed to new employees (those hired after July, 2012) and a directive for each state agency to develop a negotiated plan with the certified bargaining agents to reduce special compensatory time that has already accrued to current employees.

In closing, the Association believes that the impasse issues are best addressed in face-to-face negotiations at the bargaining table. With the permission of the committee, the Florida PBA intends to continue its negotiations with DMS in an effort to reach a mutually agreeable resolution to the issues outlined in our proposals. We will keep the committee apprised as the negotiations move forward.¹

Senator Jeremy Ring, Co-Chair
Representative Debbie Mayfield, Co-Chair
Joint Select Committee on Collective Bargaining
December 15, 2011
Page Three

Thank you for your attention to the process and the opportunity to advise you on the status of our negotiations. The Florida PBA will appear before the committee on December 19, 2011 in order to answer any questions or address issues the committee members may have.

Respectfully,

G. "Hal" Johnson
General Counsel

GHJ/mkb

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Response to Impasse Inquiry – State Law Enforcement Unit, has been furnished, by Facsimile and U.S. Mail, to **MICHAEL MATTIMORE**, Esquire, *Allen, Norton and Blue, P.A.*, 906 N. Monroe Street, Suite 100, Tallahassee, Florida 32303 and to **JAMES PARRY**, Esquire and **JOHN COVINGTON**, Florida Department of Management Services, 4050 Esplanade Way, Suite 260M, Tallahassee, Florida 32399-0950, this 15th day of December, 2011.



Of Counsel

c: Bill Smith, President
Florida Highway Patrol Chapter

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Florida Highway Patrol Unit

Reopener Proposals for 2012-2013

November 7, 2011

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- (c) Effective April 1, 2013, all bargaining unit employees who receive an annual overall performance evaluation of "exceeds standards" shall receive a one (1%) percent merit wage adjustment to their March 31, 2013 base rate of pay. The merit wage adjustment will be based upon the last annual performance evaluation received by the employee prior to April 1, 2013.

*Continue emergency, deployment benefit.

Other proposals:

INSURANCE BENEFITS, Article 27 -- The Florida PBA and State agree to maintain health insurance benefits, health care deductible, co-payments and employee health insurance premiums at their current levels.

HOURS OF WORK, Article 18 – Section 6 of the article dealing with special compensatory leave shall modified to provide that special compensatory

leave accumulated between July 1st of the fiscal year and December 31st of the fiscal year shall be paid for at the employee's straight time regular hourly rate and such leave accumulated between January 1st of the fiscal year and June 30th of the fiscal year shall be paid for at the employee's straight time regular hourly rate.

At the end of the fiscal year, a bargaining unit employee may request payment, or the agency may elect to pay, for accumulated special compensatory time in the amount of eight (8) hours for each year of service with the agency up to a total of forty (40) hours per year.

An employee will not be required to use special compensatory time in lieu of annual leave if such usage is reasonably anticipated to place the employee in the posture of having to convert annual leave into sick leave at the end of the calendar year.

EMPLOYMENT REPRESENTATION, Article 5 – The Florida PBA proposes creation of a new Section 10 which provides the president of the Florida PBA Florida Highway Patrol Chapter shall upon request be granted up to 160 hours of work time by the agency head or his or her designee to perform representational service for bargaining unit members. A request for such time shall not be unreasonably be denied so long as it does not unduly interfere with agency operations



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

December 15, 2011

VIA ELECTRONIC MAIL

Senator Jeremy Ring, Co-Chair
Representative Debbie Mayfield, Co-Chair
Joint Select Committee on Collective Bargaining

Governmental Oversight and Accountability Committee
Room 525, Knott Building
Tallahassee, Florida 32399

Re: Response to Impasse Inquiry – Special Agent Unit

Dear Senator Ring and Representative Mayfield:

As requested by the Joint Select Committee on Collective Bargaining you will find attached the bargaining proposals presented by the Florida PBA to the Department of Management Services (DMS) for the 2012-2013 fiscal year. The parties are negotiating over the new collective bargaining agreement. The Association recognizes that the parties have reached “statutory” impasse; however, it believes that real impasse has not been reached. It remains hopeful that further agreements can be finalized with Governor Scott and DMS.

While there are a number of articles that remain in dispute, the primary focus of the Association is centered on three issues: (a) Article 25, Wages, (b) Article 27, Insurance and Retirement, and (c) Article 18, Hours of Work. The proposals of the Florida PBA are largely self-explanatory; however, the rationale for the proposals are important and worthy of consideration.

Article 25 – Wages – The Florida PBA has proposed a three-pronged approach to the wage issue. The first prong is a competitive pay adjustment. The second is an experience-based wage adjustment. The final prong proposes a small merit adjustment.

Candidly, the most important and warranted adjustment is the three percent (3%) competitive pay adjustment. This adjustment is reasonable in light of two undisputed facts: (a) the special agents have now gone six years without a regular wage adjustment, and (b) last year their salaries were reduced by three percent (3%) for purposes of a mandatory, pension contribution.

Simply put, this wage increase partially restores their salaries to pre-July, 2011 levels. Certainly, such an increase is fair and equitable.

Senator Jeremy Ring, Co-Chair
Representative Debbie Mayfield, Co-Chair
Joint Select Committee on Collective Bargaining
December 15, 2011
Page Two

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As a review of the proposal presented by DMS reveals, a new provision relating to retirement benefits is proposed to be added to the agreement. Obviously, it is designed to respond to the retirement lawsuit pending in circuit court. The Florida PBA does not consider this “policy statement” to be appropriate. It is, at best, a permissive subject of bargaining and, at worst, a waiver of the right to bargain.

The matter should be left to disposition by the Florida courts, presumably the Florida Supreme Court and not placed into the bargaining agreement.

Article 18 – Hours of Work – The primary issue involving Article 18 is the issue of special compensatory leave and reduction of this benefit. The Florida PBA is acutely aware of this issue and has advanced a proposal to gradually reduce the special compensatory time liability. Significantly, PBA is already working with several state agencies to devise and implement a plan for the systematic reduction of this liability, i.e. the Florida Highway Patrol and the Florida Department of Law Enforcement.

DMS has proposed significant modifications in the special compensatory time benefit. Our initial reaction is concern since it appears to work a forfeiture of accrued benefits for certain current employees, and appears to have a disparate impact on veteran employees.

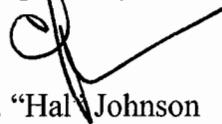
Under the circumstances, the Florida PBA suggests that a better solution, rather than taking a “one size fits all” approach, is to focus on changes directed to new employees (those hired after July, 2012) and a directive for each state agency to develop a negotiated plan with the certified bargaining agents to reduce special compensatory time that has already accrued to current employees.

In closing, the Association believes that the impasse issues are best addressed in face-to-face negotiations at the bargaining table. With the permission of the committee, the Florida PBA intends to continue its negotiations with DMS in an effort to reach a mutually agreeable resolution to the issues outlined in our proposals. We will keep the committee apprised as the negotiations move forward.¹

Senator Jeremy Ring, Co-Chair
Representative Debbie Mayfield, Co-Chair
Joint Select Committee on Collective Bargaining
December 15, 2011
Page Three

Thank you for your attention to the process and the opportunity to advise you on the status of our negotiations. The Florida PBA will appear before the committee on December 19, 2011 in order to answer any questions or address issues the committee members may have.

Respectfully,



G. "Hal" Johnson
General Counsel

GHJ/mkb

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Response to Impasse Inquiry – State Law Enforcement Unit, has been furnished, by Facsimile and U.S. Mail, to **MICHAEL MATTIMORE**, Esquire, *Allen, Norton and Blue, P.A.*, 906 N. Monroe Street, Suite 100, Tallahassee, Florida 32303 and to **JAMES PARRY**, Esquire and **PATTY ROBERTS**, Florida Department of Management Services, 4050 Esplanade Way, Suite 260M, Tallahassee, Florida 32399-0950, this 15th day of December, 2011.



Of Counsel

c: Telly Sands, President
FDLE Agents Association

¹ The State's proposed modifications to the collective bargaining agreement were received on December 5, 2011 and have yet to be discussed with the PBA. The Florida PBA will continue to work with DMS to resolve these proposed modifications also. If no agreement is reached, the PBA requests the "status quo" under the current agreement be maintained.



The Voice of Florida's Law Enforcement Officers

Special Agent Bargaining Unit

Proposals for a Successor Agreement for 2012-2015

November 7, 2011

*WAGES, Article 25, Section 1 -- The Florida PBA proposes the State adopt the following wage proposal for employees in the bargaining unit:

- (a) Effective July 1, 2012, all bargaining unit employees will receive a three (3%) percent competitive pay adjustment to their June 30, 2012 base rate of pay.
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- (c) Effective April 1, 2013, all bargaining unit employees who receive an annual overall performance evaluation of "exceeds standards" shall receive a one (1%) percent merit wage adjustment to their March 31, 2013 base rate of pay. The merit wage adjustment will be based upon the last annual performance evaluation received by the employee prior to April 1, 2013.
- (d) Effective July 1, 2012, the Florida PBA proposes there shall be created a position of "senior special agent." The position shall be filled by appointment and shall receive a five (5%) pay adjustment in the person's base rate of pay for the performance of additional job duties and responsibilities as determined by the agency.

*Continue emergency, deployment benefit.

Other proposals:

INSURANCE BENEFITS, Article 27 -- The Florida PBA and State agree to maintain health insurance benefits, health care deductive, co-payments and employee health insurance premiums at their current levels.

HOURS OF WORK, Article 23 – Section 4 of the article dealing with special compensatory leave shall modified to provide that special compensatory leave accumulated between July 1st of the fiscal year and December 31st of the fiscal year shall be paid for at the employee's straight time regular hourly rate and such leave accumulated between January 1st of the fiscal year and June 30th of the fiscal year shall be paid for at the employee's straight time regular hourly rate.

At the end of the fiscal year, a bargaining unit employee may request payment, or the agency may elect to pay, for accumulated special compensatory time in the amount of eight (8) hours for each year of service with the agency up to a total of forty (40) hours per year.

An employee will not be required to use special compensatory time in lieu of annual leave if such usage is reasonably anticipated to place the employee in the posture of having to convert annual leave into sick leave at the end of the calendar year.

The Florida PBA reserves the right to provide additional proposals at a later date. Except as proposed herein, the PBA seeks to maintain the language found in the current agreement. It is seeking a 3-year agreement with four (4) reopeners in final two years of the agreement.



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

December 15, 2011

VIA ELECTRONIC MAIL

Senator Jeremy Ring, Co-Chair
Representative Debbie Mayfield, Co-Chair
Joint Select Committee on Collective Bargaining

Governmental Oversight and Accountability Committee
Room 525, Knott Building
Tallahassee, Florida 32399

Re: Response to Impasse Inquiry– Law Enforcement Unit

Dear Senator Ring and Representative Mayfield:

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Senator Jeremy Ring, Co-Chair
Representative Debbie Mayfield, Co-Chair
Joint Select Committee on Collective Bargaining
December 15, 2011
Page Two

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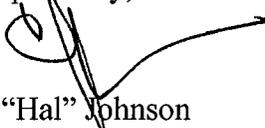
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Senator Jeremy Ring, Co-Chair
Representative Debbie Mayfield, Co-Chair
Joint Select Committee on Collective Bargaining
December 15, 2011
Page Three

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Respectfully,



G. "Hal" Johnson
General Counsel

GHJ/mkb

CERTIFICATE OF SERVICE

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Of Counsel

c: Scott Hoffman, President
State Law Enforcement Officers Chapter

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The Voice of Florida's Law Enforcement Officers

Law Enforcement Bargaining Unit

Reopener Proposals for 2012-2013

November 7, 2011

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INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JAMES P. HOFFA
General President

25 Louisiana Avenue, NW
Washington, DC 20001



C. THOMAS KEEGEL
General Secretary-Treasurer

202.624.6800
www.teamster.org

VIA ELECTRONIC MAIL

December 6, 2011

Mr. Michael Mattimore
Chief Labor Negotiator
c/o Department of Management Services
Office of General Counsel
4050 Esplanade Way, Suite 160
Tallahassee, FL 32399-0950

Re: Fiscal Year (FY) 2011-12 SSU CBA and
Fiscal Year (FY) 2012-13 SSU CBA

Dear Mr. Mattimore:

This letter is being submitted on behalf of Teamsters Local Union No. 2011 (Local 2011) concerning the current collective bargaining agreement (FY 2011-12 CBA) and the proposed successor agreement (FY 2012-13 CBA).

On December 5, 2011, the Public Employees Relations Commission (PERC) certified Local 2011 as the exclusive bargaining agent for the Security Services Unit (SSU). Last evening, a representative from the Florida Department of Management Services (DMS) sent via email a comprehensive contract proposal for FY 2012-13.

As Local 2011 has an interest in establishing a productive, cooperative labor-management relationship, we will agree to continue the FY 2011-12 CBA provided that the name of the certified bargaining agent is amended throughout the document.

With respect to the successor collective bargaining agreement proposed by DMS for the State of Florida (the State), Local 2011 proposes to maintain all provisions of the FY 2011-12 CBA, except for the areas noted on the attached pages, and reserves the right to amend and/or make new proposals on all articles of the contract.

Please contact me at 202-624-8985 or mfiller@teamster.org, so arrangements can be made to discuss these matters in further detail. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "M. B. Filler", written in a cursive style.

Michael B. Filler
Director, Public Services Division

cc: Jim Parry
Michael Lewis
Patty Roberts
Ken Wood
Mark Richard
Jeff Edmiston

Article 23 – Hours of Work/Overtime

Section 2(E)

Correctional probation officers, who are required to work evenings and/or weekends shall be compensated at 1.5 times their hourly rate for hours worked after the daily 8 am to 5pm shift during the week, and for any hours worked on weekends.

Section 2(F)

All matters in this section are subject to resolution through the grievance and arbitration article.

Section 6

An officer shall be entitled to accrue more than 240 hours of special compensation time. At the officer's option, the hours in excess of 240 can be used for leave and/or banked. At the time of retirement, or when an officer is no longer employed by the Department of Corrections, he/she shall be paid for all accumulated special compensatory time according to the officer's current hourly rate.

Article 24 – On-Call Assignments and Call-Back

Section 2(A) & (B)

Change fee to 1.5 times the employee's hourly rate.

Section 3(B)

Officers, who are responsible for responding to GPS alerts, shall be compensated at 1.5 times their hourly rate for hours worked in excess of 40 per work week.

Article 25 – Wages

Section 1(B)

Officers who have been employed in a position within the Florida Department of Corrections (FDoC) for five years of service shall receive a 6% increase in their base pay. Officers who have been employed in a position within the FDoC for ten or more years of service shall receive a 12% increase in their base pay. Officers who have been employed

in a position within the FDoC for less than five years of service shall receive a 3% increase in their base pay.

Article 27 - Benefits

Section 1

Local 2011 and the State shall establish a joint-committee to identify alternative health care plans that have lower premiums, improved benefits, and/or lower deductibles. In order to properly evaluate and explore alternatives, by December 31, 2011 the State shall provide the Teamsters with relevant benefits information including: a census; three years of benefit experience (claims, administration cost, number of participants by single or family, etc.); all benefit communications to employees for the past year; a Summary Plan Description (SPD); and, the most recent Benefits Consultant's report. Within forty-five days from receipt of all information, a report containing an analysis of SSU benefit data and alternative providers shall be issued. Local 2011 and the State shall agree to a new health care plan within thirty days from receipt of this report.

Section 2

The State recognizes all correctional, probations and parole officers as Special Risk Class members for retirement purposes. All officers shall receive Special Risk years of service credit and appropriate state contributions for all time worked while employed by the Department of Corrections.

Article 28 – Travel Expenses

Section 2

All officers, who use their own vehicles to conduct field work and/or to attend court proceedings and/or training, shall be reimbursed at the current federal mileage rate, which will be adjusted, as required, in accordance with changes published in the federal register.



Committee:

JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING

Senator Ring, Co-Chair
Representative Mayfield, Co-Chair

Meeting Packet

Monday, December 19, 2011

12:00 noon —1:30 p.m.

Pat Thomas Committee Room, 412 Knott Building

CORAL GABLES OFFICE

121 MAJORCA AVENUE
SUITE 300
CORAL GABLES, FL 33134-4508
305-445-7801
FACSIMILE 305-442-1578

ORLANDO OFFICE

1477 WEST FAIRBANKS AVENUE
SUITE 100
WINTER PARK, FL 32789-7113
407-471-2152
FACSIMILE 407-571-1496

LAW OFFICES

ALLEN, NORTON & BLUE

PROFESSIONAL ASSOCIATION
906 NORTH MONROE STREET
SUITE 100
TALLAHASSEE, FLORIDA 32303
850-561-3503
FACSIMILE 850-561-0332

JACKSONVILLE OFFICE

421 W Church Street
SUITE 430
JACKSONVILLE, FL 32202
904-562-4480
FACSIMILE 904-562-4499

TAMPA OFFICE

324 SOUTH HYDE PARK AVENUE
HYDE PARK PLAZA, SUITE 350
TAMPA, FL 33606-4127
813-251-1210
FACSIMILE 813-253-2006

REPLY TO: TALLAHASSEE

December 14, 2011

Via Hand Delivery

The Honorable Dean Cannon, Speaker
Florida House of Representatives
420, The Capitol
Tallahassee, Florida 32399-1300

The Honorable Mike Haridopolos, President
The Florida Senate
409, The Capitol
404 South Monroe Street
Tallahassee, Florida 32399-1100

Re: Notification of Collective Bargaining Impasse

Dear Speaker Cannon and President Haridopolos:

There is one (1) certified bargaining unit representing a portion of the workforce of the Department of the Lottery. This unit is comprised of certain administrative and support employees.

Because the Department of the Lottery and the Federation of Public Employees have not reached agreement on certain articles in the collective bargaining agreement, a declaration of impasse is deemed to have occurred in accordance with section 216.163(6), Florida Statutes. Accordingly, this letter is provided by the bargaining representatives for the State of Florida to notify the Legislature that effective December 7, 2011, the following issues are unresolved and are, therefore, at impasse.

- Article 12 - Wages and Pay Plan
- Article 17- Insurance and Benefits

Please note that the entire contents of the above-referenced articles are at impasse and the resolution of the articles is not limited to those issues discussed by the parties in negotiation sessions to date. Negotiations continue on these articles and it is possible that one or more may be resolved prior to the end of the Legislative Session. We will keep you informed of any

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December 13, 2011

Page 2

changes resulting from continued negotiations.

In accordance with section 216.163(6), Florida Statutes, all unresolved articles as of this date are respectfully submitted for impasse.

If you have any questions or concerns, please contact me at (850) 561-3503.

Sincerely,


Michael Mattimore

MM/ch

cc: Mike Hogan, Chairman, Public Employees Relations Commission
Michael Sevi, Assistant General Counsel, Executive Office of Governor Rick Scott
Renee Tondee, Policy Coordinator, Office of Policy and Budget
Jack Marziliano, Federation of Public Employees
Glenda Thornton, General Counsel, Department of the Lottery



Committee:

JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING

Senator Ring, Co-Chair
Representative Mayfield, Co-Chair

Meeting Packet

Monday, December 19, 2011

12:00 noon — 1:30 p.m.

Pat Thomas Committee Room, 412 Knott Building

Supplemental Materials Submitted by
Bargaining Units



STATE EMPLOYEES ATTORNEYS GUILD

A Division of the Federation of Physicians and Dentists, NUHHCE, AFSCME, AFL-CIO
1310 Cross Creek Circle, Suite C-2, Tallahassee, Florida 32301
Ph (850) 942-6636, (800) 373-5777, Fax (850) 942-6722



December 16, 2011

Representative Debbie Mayfield
Senator Jeremy Ring
Joint Select Committee on Collective Bargaining
404 South Monroe Street
Tallahassee, Florida 32399-1100

Re: State Employees Attorneys Guild – SES Attorneys Unit
12/19/11 Hearing on Impasse Issues

Dear Representative Mayfield and Senator Ring:

Thank you for the invitation to appear before your committee. Unfortunately, I will be out of town and unable to attend. However, as we have just received the State's proposals and there have been no negotiations, there is nothing to report. Further, in the absence of negotiations, I am not in a position to inform you as to which proposals are actually in serious dispute or make any sort of meaningful assessment of the likelihood of resolution of such issues.

I am dismayed that the State has, once again, delayed entering into collective bargaining in a timely manner that would allow meaningful negotiations before the date of automatic impasse. I provided the State our proposals on October 31, 2011, but only received the State's proposals on December 5, 2011. This practice makes a mockery of collective bargaining and deprives your committee of the opportunity to have only the matters seriously in dispute brought before you for resolution. Under this system, the unions are effectively required to bargain directly with the Legislature rather than the Governor, a practice not contemplated by either Chapter 447, Part II, Florida Statutes, or Article I, Section 6 of the Constitution.

Although I am not in a position to provide much assistance at this point, I would like the opportunity to address the issues truly at impasse after those issues are identified through actual negotiations, rather than only from a statutory declaration.

I have attached the proposals of both parties for your review as requested.

Sincerely,

for John J. Seddon

Enclosures

**FY 2012-2015 SEAG REOPENER
PROPOSALS:**

AGREEMENT

THE STATE OF FLORIDA

And

**STATE EMPLOYEES ATTORNEYS
GUILD**

**(affiliated with the Federation of Physicians and Dentists,
NUHHCE, AFSCME, AFL-CIO)**

Selected Exempt Service Attorneys Unit

July 1, 2012 through June 30, 2015

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PREAMBLE

WHEREAS, Chapter 110, Part V, Florida Statutes, creates the Selected Exempt Service;; and

WHEREAS, the Legislative purpose in placing unit employees in the Selected Exempt Service is to develop a system of personnel management which ensures the delivery of high quality services, by facilitating the State's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs; and

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State is to promote harmonious and cooperative relationships between State government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State government; and

WHEREAS, it is the intent of the parties to set forth the entire Agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree to the language as contained in the following Articles.

AGREEMENT

This AGREEMENT is between the State of Florida, hereinafter referred to as the "State" or "Employer," and the State Employees Attorneys Guild, hereinafter referred to as the "Union" or "Unit."

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor union or labor organization. The right of employees, by and through a labor organization, to bargain collectively shall not be denied or abridged. Public employees shall not have the right to strike.

The collective bargaining rights of the State, Union and employee shall be as provided in Chapter 447, Part II, and Florida Statutes.

Article 1 RECOGNITION

(A) In accordance with Section 447.203(2), Florida Statutes, the State hereby recognizes the State Employees Attorneys Guild as the exclusive representative for all employees included in the Unit.

(B) The Unit for which this recognition is accorded is as defined in Certification Number 1480 issued by the Florida Public Employees Relations Commission, hereinafter referred to as "PERC," issued on May 14, 2004.

(C) This Agreement includes all full-time and part-time Selected Exempt Service employees in the classifications and positions listed in Appendix A of this Agreement, except as specifically excluded in certain articles and sections of this Agreement.

Article 2
GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Article 3
DUES CHECKOFF

SECTION 1 – Deductions

(A) The State, by and through its respective agencies, agrees to deduct Union membership dues, uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed to by the State and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the State, from the pay of those employees in the Unit who individually make such request on a written checkoff authorization form provided by the Union (Appendix B). Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the agency.

(B) The Union shall advise the State of any uniform assessment or increase in dues in writing at least thirty (30) days prior to its effective date.

(C) Employee organization dues deduction will be provided for the certified bargaining agent only.

SECTION 2- Remittance

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the respective agencies on either a biweekly or monthly cycle along with a list containing names, agency, division, district, institution, and amount deducted of the employees for whom the remittance is made.

SECTION 3 - Insufficient Pay for Deduction

In the event an employee's salary earnings within any pay period after deductions for withholding, Social Security, retirement, State health insurance, and other priority deductions are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

SECTION 4 - Termination of Deduction

Deductions for Union dues and/or uniform assessments shall continue until either: 1) revoked by the employee by providing the State and the Union with thirty (30) days written notice prior **to the annual anniversary date of this Agreement**, that he is terminating the prior checkoff authorization, 2) revoked pursuant to Section 447.507, Florida Statutes, 3) the termination of employment, or 4) the transfer, promotion, or demotion of the employee out of this bargaining Unit. If these deductions are not discontinued when any of the above situations occur, the Union shall, upon request of the employee, reimburse the employee for the deductions that were improperly withheld.

SECTION 5 - Indemnification

The Union shall indemnify, defend and hold the State of Florida, its officers, officials, agents and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the State, its officials, agents, and employees in complying with this Article. The Union shall promptly refund to the State any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the State or its agencies have agreed to deduct.

SECTION 6 - Exceptions

The State will not deduct any Union fines, penalties, or special assessments from the pay of any employee.

SECTION 7 - 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 as agreed to by the State and the Union; (2) be the only form used by bargaining Unit employees who wish to initiate dues deduction; and (3) shall contain all the information required by the Form prior to submission to the State.

(B) The State will not process Dues Checkoff Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or, (3) submitted to the State more than sixty (60) days following the date of the employee's signature.

Article 4 NO DISCRIMINATION

SECTION 1 - Non-Discrimination Policy - Age, Sex, Race, Color, Religious Creed, National Origin, Physical Handicap, Protected Union Activity

(A) The State and the Union shall not discriminate against any employee for any reason prohibited by law. Employees shall have the rights afforded by Article 1, Section 6, of the Florida Constitution and Chapter 447, Florida Statutes. Consistent with Chapter 447, Florida Statutes, public employees in the State of Florida have the right to self-organization, to form, join, or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

(B) The Union shall have the right to consult on issues of discrimination or sexual harassment with an agency head or his designee.

(C) Any claim of discrimination or sexual harassment by an employee against the State under this Section may be subject to review under the Grievance Procedure or the employee may seek resolution through other such alternative procedures as prescribed by law, but not both.

SECTION 2 - Non-Discrimination - Union Activities

(A) Neither the State nor the Union shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and the Union shall not discriminate against any such employee because of membership or non membership in any employee organization. However, the Union is not obligated to represent

a non-member with respect to grievances and/or any arbitration or administrative proceeding.

(B) Claims of Union discrimination against the State, its officers or representatives, shall be remedied through the Public Employees Relations Commission but not the grievance procedure of this contract.

Article 5 EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 1— Selected Exempt Service Rule Interpretations

In the event that the Department of Management Services issues a written interpretation of the rules applicable to the Selected Exempt Service, a copy will be provided to the union.

SECTION 2 - Consultation Meetings

(A) Upon request by the Union, representatives of the Department of Management Services shall meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the State and the Union. The purpose of such consultation meetings shall be to discuss matters relating to the administration of this Agreement.

(B) Upon request by the Union, an agency head employing Unit employees or his designee shall meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the agency head, or his designee and the Union. The purpose of such consultation meetings shall be to discuss matters relating to the administration of this Agreement as it relates to those areas within the exclusive jurisdiction of the agency consulted.

(C) No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

(D) Any decision(s) reached through consultation meetings shall be reduced to writing by the agency and a copy shall be furnished to the Department of Management Services and the Union.

SECTION 3- Bulletin Boards

(A) Where requested in writing, and where justified by the number of Unit employees affected, the State agrees to furnish at State institutions where bargaining Unit employees are employed, wall space not to exceed 20" X 30" for Union purchased bulletin boards. Space will be provided in those areas as mutually agreed by the agency and Union. When agreement cannot be reached, the agency will select an area.

(B) Union bulletin boards may be used to communicate with and inform Unit employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of Union members. Notices posted on these bulletin boards shall not contain anything reflecting adversely on the State, or any of its officers or employees; nor shall any posted material violate or have the effect of violating any law, rule, or regulation.

(C) Notices posted must be dated and bear the signature of the Union's authorized representative.

(D) A violation of these provisions shall be a basis for removal of bulletin board privileges by the Chief Labor Negotiator of the Department of Management Services.

(E) the State shall provide the work e-mail addresses of each bargaining unit employee, which shall be governed by the same rules as agreed upon for bulletin board use.

SECTION 4 - Employee Lists

Upon request of the Union the State will, on a quarterly basis, provide the Union with a list giving the name, home address on file (unless where home addresses are confidential under applicable law), classification title, and gross salary and location of employment for each employee in the Unit. Where home addresses are confidential, the State will provide an alternative address. This list will be prepared on the basis of the latest information on file at the time the list is prepared and will be furnished to the Union after receipt by the State of the payment of the actual costs to the State incurred in the preparation of such list.

SECTION 5 - Negotiations

(A) All collective bargaining is to be conducted with the Department of Management Services, Office of the General Counsel. While negotiation meetings shall normally be held in Tallahassee, the State and the Union may mutually agree to meet elsewhere at a State facility or other location which involves no rental cost to the State. There shall be no negotiation between the Union and the State at any other level of State government.

(B) The Union may designate certain employees within the Unit to serve on its negotiation committee, and such employees will be granted administrative leave time off with pay to attend formally scheduled negotiation sessions with the State when such attendance does not interfere with the performance of the employee's duties or the agency's mission. The Union negotiation committee shall be limited to five (5) unit employees. No more than one (1) employee shall be selected from the same work unit at any one time. The State shall not reimburse employees for travel, meals, lodging in connection with negotiations unless the State specifically requests a unit member be in attendance to elaborate on a particular issue.

SECTION 6 - Employee Assistance Programs

The State and the Union encourage and support the maintenance of an Employee Assistance Programs, and the utilization of such programs by employees.

SECTION 7 - Charitable Solicitations

Employee participation in charitable drives is voluntary.

Section 8 - Creditors

The State shall not assist outside creditors with the collection of debt unless duly authorized by law.

SECTION 9 - Representative Access

(A) The State agrees that designated Union Representatives shall have access to State controlled premises that are open to the public where Unit employees are employed.

(B) If any area of the State's premises is otherwise restricted to the public, permission must be requested to enter such area and such permission shall not be unreasonably denied. Such access shall be during the regular working hours of the Unit employee and only for the purpose of investigating an employee's grievance.

Article 6 GRIEVANCE PROCEDURE

It is the policy of the State and Union to encourage informal discussions between supervisors and employees regarding employee concerns. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to a formal grievance procedure.

SECTION 1 - Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement.

(B) "Employee" shall mean an individual employee or a group of employees having the same grievance. In the case of a group of employees, one employee shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" shall mean calendar days, excluding any day observed by the State as a holiday for State employees.

(D) "Grievance Representative" shall mean an employee covered by this Agreement who has been designated by the Union to investigate grievances at the Informal Step and to represent grievants at the Informal Step and Step 1 meetings on grievances which have been properly filed under this Article when the Union has been selected as the employee's representative.

(E) "Required Participant" means any employee whose presence at a grievance meeting has been determined necessary by the agency.

(F) "Union Representative" means a non-State employee officially designated by the Union.

SECTION 2 - Election of Remedy

An employee shall have the option of utilizing the unfair labor practice procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

SECTION 3 - Grievance Representation

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether or not he shall be represented by the Union. When an employee has elected Union representation, both the employee and the Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union representative, unless it would entail the disclosure of confidential information or violate the attorney-client privilege, (in the event of a potential disclosure of confidential information or an attorney-client privileged, SEAG will be provided

an opportunity to provide a representative that already has access to the confidential information or who will preserve the privilege by the nature of their attorney-client relationship) and any decision mutually agreed to by the State and the Union shall be binding on the employee.

(B) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this Collective Bargaining Agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance unless it would result in the disclosure of confidential information or violate the attorney-client privilege. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

(C) The Executive Director of the Union shall furnish to the State a list of Union Representatives and Grievance Representatives. The State will not recognize any person as a Union Representative or Grievance Representative whose name does not appear on the list.

(D) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

SECTION 4 – Procedures

(A) 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.

(B) The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the Union or the State in other cases.

(C) Grievances shall be presented and adjusted in the following manner.

(1) Informal Discussion

(a) An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.

(b) If the grievance is not resolved by such informal discussion, the employee may, within fourteen (14) days after the date of that discussion, submit a formal written grievance at Step 1 of this procedure.

(2) Step 1

(a) In filing a grievance at Step 1, the employee shall submit to the Step 1 management representative a grievance form setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or his designee shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within fourteen (14) days following the date of the meeting.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the agency head or his designee within fourteen (14) days after receipt of the decision at Step 1.

(b) The agency head or his designee may have a meeting with the Union Representative to discuss the grievance. The agency head or his designee shall communicate a decision in writing to the employee and to the Union Representative within twenty-one (21) days following receipt of the written grievance.

(4) Step 3

(a) If the grievance is not resolved at Step 2, the employee may submit the grievance in writing to the Office of the General Counsel of the Department of Management Services or its designee within fourteen (14) days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance.

(b) The Department of Management Services may have a meeting with the Union Representative to discuss the grievance with the approval and attendance of the Step 2 Agency representative. The Department of Management Services shall communicate a decision in writing to the employee and the Union Representative within twenty-one (21) days following receipt of the written grievance.

(5) Step 4 - Arbitration

(a) If the grievance is not resolved at Step 3, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form (to be supplied by the State) within fourteen (14) days after receipt of the decision at Step 3. Prior to arbitration the parties may agree to attempt to resolve the dispute through mediation.

(b) The arbitrator shall be one person from a panel of three (3) permanent arbitrators, mutually selected by the State and the Union to serve in rotation for any case or cases submitted.

(c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities. If mutual agreement cannot be reached the arbitration hearing shall be held in the city of Tallahassee.

(d) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, such decision shall be final and binding on the State, the Union, the grievant(s), and the employees in the bargaining Unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

3. The arbitrator shall have no authority to determine any issues other than those issues raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.

5. The arbitrator shall be without power or authority to make any decision:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

b. Limiting or interfering in any way with the powers, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement.

c. Which has the effect of restricting the discretion of an agency head as otherwise granted by law or the Selected Exempt Service Rules; or

D. That is based solely upon an agency past practice or policy unless such agency practice or policy is contrary to law, the Selected Exempt Service Rules, or this Agreement.

(e) The reasonable fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(f) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

SECTION 5 - Time Limits

(A) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee or the Union where appropriate, to proceed to the next step.

(C) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing, in any specific instance, by mutual agreement.

(D) Claims of either an untimely filing or untimely appeal shall be made at the step in question, or will be considered waived.

SECTION 6 - Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union or an employee to process a grievance (1) in behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or court proceeding, brought by an individual employee or group of employees, or by the Union.

(B) All grievances will be presented at the initial step with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Agency Step 1 management representative, the grievance shall be initiated at Step 2 by submitting a grievance form as set forth in Step 1 within seven (7) days following the occurrence giving rise to the grievance.

(2) The Union shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name concerning disputes relating to the interpretation or application of this Agreement. 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 3 of this procedure, in accordance with the provisions set forth therein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.

Article 7 EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

Section 1 - Standards of Conduct and Performance

(A) The Selected Exempt Service is designed to provide the delivery of high quality performance in selected classifications by facilitating the State's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs. Moreover, the State recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(B) Each unit member shall be provided a copy of his or her current job description.

(C) Each Unit employee shall serve at the pleasure of the agency head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the sole discretion and upon prior review and consideration of the agency head or his designee. ~~No such action shall be grievable under the grievance article of this Agreement.~~ Upon written request of the Union Agencies will in accordance with chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.

Section 2 - Employee Certifications

Employees shall ensure that all licensures or certifications required by their profession shall remain in good standing. The reimbursement of required Florida Bar dues, licensures and or certifications will be in accordance with the General Appropriations Act.

Section 3 - Confidentiality Requirements

Employees shall comply with all confidentiality requirements imposed by agency policy, federal or state law, federal regulation or administrative rule, including those rules or codes of conduct governing attorney conduct as promulgated by the Supreme Court of the State of Florida, or the Florida Bar or any other professional certification or regulatory body that governs the ability of any unit member to practice his or her particular profession.

Section 4 - Employee Representation Right

An employee may request a union representative be present to advise and/or assist the employee during any investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. Upon the request of the employee, the purpose of the investigation will be explained.

Section 5 – State Denial of Representation

The employer may refuse a request for a union representative during an investigatory interview not intended to lead to discipline of the interviewed employee. If the interview transitions to questions, which may lead to the discipline of the interviewed employee, he or she may have union representation for the interview to continue.

Article 8 WORKFORCE REDUCTION

SECTION 1 - Workforce Reduction

(A) A workforce reduction is the deletion of positions. Agencies may delete both vacant and filled positions. Agencies may delete positions for a variety of reasons, including budget cuts, program reductions resulting from outsourcing or privatization efforts, or program phase-outs. Unit employees shall be subject to termination, including but not limited to a workforce reduction, at the discretion of the agency head.

(B) The Agency Head shall furnish the Union Representative with a copy of any notice separating an employee in this Unit as a result of a workforce reduction.

(C) The decision of an Agency Head regarding a workforce reduction shall be final and shall not be subject to the grievance procedure of this Agreement.

Article 9 EMPLOYMENT OPPORTUNITIES

Unit employees are subject to appointments at the discretion of the agency head. However, employees shall have the opportunity to request to be considered for an appointment to a different vacant position in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

"Employment Opportunities" shall mean the appointment of an employee from one position in the bargaining unit to a different position in the bargaining unit and shall be treated as any original appointment.

SECTION 2 - Employment Opportunities

(A) An employee in the Selected Exempt Service System may apply for an appointment to a vacant bargaining unit position on a form supplied by the agency). Such Requests shall indicate the positions and/or other work location(s) to which the employee would like to be appointed.

(B) An employee may submit a form at any time.

(C) All forms shall be submitted 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 applied. The employee shall provide a copy of the form to the Union at the time it is filed with the agency.

(D) When an employee has been appointed pursuant to a form filed under this Article, all other pending requests shall be canceled. No other form may be filed under this Article for a period of twelve (12) months following the employee's appointment. If an employee declines an appointment pursuant to a form filed under this Article, the employee's request shall be canceled and the employee will not be eligible to submit a Request for a period of twelve (12) months.

Article 10
CLASSIFICATION and PAY PLAN

(A) The Department of Management Services shall continue to maintain a classification and pay plan applicable to all positions in this Unit, designed to attract and retain qualified personnel.

(B) The employing agency shall continue to maintain a position description for each position on a current basis. Each employee and the Union shall be provided a copy of any bargaining unit employee's job description.

(C) The Department shall assign each position to its appropriate broadband Level according to the position description.

(D) The classification and pay plan includes:

- (1) All approved pay bands;
- (2) The allocation of each position to a pay broadband level, and;
- (3) Provisions governing the administration of the plan.

(E) Upon making an original or any subsequent appointment to a Selected Exempt Service position in this Unit, the employing agency shall set the salary at an amount within the assigned pay range. Based on the employee's initial or subsequent appraisal, the Agency Head may give an employee an increase in salary provided the total salary is within the assigned pay band, funds are available for such increase, and such increase is not specifically prohibited by act of the Legislature. An employee may be paid less than the minimum of the assigned pay band only due to exigent circumstances.

(F) Any salary adjustment shall be consistent with state law. The Union shall be notified, in writing, of any salary increases.

Article 11
CLASSIFICATION REVIEW AND PROFESSIONAL PRACTICE SCOPE

SECTION 1 - Classification Review

(A) When an employee alleges that he is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official class specification to which the position is allocated, the employee may request in writing that the agency head review the duties assigned to the employee's position. The agency head or his designee shall review the duties as requested. The employee will receive a copy of the written decision within sixty (60) days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be

reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

(B) If the agency head's decision is that the employee is properly classified and the employee is not satisfied with that decision, the employee, with or without representation, may request review by the Secretary of the Department of Management Services or his designee. The employee must request review by the Secretary of the Department of Management Services or his designee within fourteen (14) days of receipt of the agency decision that he is properly classified. The Secretary of the Department of Management Services or his designee shall conduct an independent review of the duties as requested and shall submit a decision in writing to both the agency and the employee. The decision of the Secretary of the Department of Management Services or his designee shall be final and binding on all parties. Accordingly, the process set for in this Article shall be the sole method to resolve any disagreement concerning employee position classification and issues involving employee position classification shall not be subject to the grievance procedure of this Agreement

SECTION 2 - Scope of Professional Practice

(A) The parties will comply with all statutory and rule provisions relating to the practice of law including, Chapter 454, FS and the Rules Regulating the Florida Bar promulgated by the Supreme Court of Florida. **A state-wide case load management committee will be created to ensure that each agency has the available number of attorneys to economically and adequately represent the State and the taxpayer in order to maintain a a sufficient of standards of legal representation.**

Article 12 PERSONNEL RECORDS

(A) There shall be only one official personnel file for each employee which shall be maintained by the Department of Management Services or its designee which may be a contractor. A duplicate personnel file may be established and maintained on an employee within an agency. An employee will have the right to review his own official personnel file, and any duplicate personnel file, at reasonable times under the supervision of the designated records custodian.

(B) If any derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee may provide a written response which will also be placed in the file.

Article 13 SAFETY

(A) When an employee believes that a condition exists at a State facility or worksite which is in violation of an established health or safety rule, such condition shall be reported immediately in writing to the appropriate supervisor, detailing the specific violation and rule, if known and/or appropriate.

(B) The supervisor shall investigate the report and make a reasonable effort to take action deemed appropriate.

(C) Complaints which arise under this Article shall be grievable up to Step 3 of the grievance procedure.

Article 14
REPLACEMENT OF PERSONAL PROPERTY

(A) An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription glasses, or such other items of personal property as have been given prior approval by the agency and the Secretary of the Department of Management Services or his designee as being required by the employee to adequately perform the duties of the position, will be reimbursed as provided herein.

(B) A written report must be filed by the employee detailing the circumstances under which such property was damaged or destroyed. A receipt or other estimate of replacement or repair cost must be attached to the employee's written report.

(C) The State shall authorize reimbursement for repair or replacement of such property, not to exceed the following amounts, or as otherwise provided for by law:

Watch - \$75

Prescription glasses - \$200 (including any required examination)

Other Items - The Secretary of the Department of Management Services, or his designee, shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

Total allowable per incident - \$500

Such reimbursement shall be with the approval of the agency head.

Article 15
VACANT

Article 16
HOURS OF WORK AND EMPLOYEE LEAVE

SECTION 1 - Hours of Work

Because a Unit employee's service is performance based, each employee is expected to work whatever hours may be required by the position and no overtime or compensatory leave may be earned or paid. With prior approval, Unit employees working more than their regularly scheduled hours within a particular work period may be allowed to offset those hours within the same work period.

SECTION 2 - Holidays

(A) Employees are entitled to the holidays identified in Section 110.117, Florida Statutes; provided, that to be eligible to receive holiday pay, an employee must be in pay status (actual work or paid leave) for at least a portion of the workday before the holiday. If

a Unit employee is unable to observe a holiday, the employee may take an alternate day off during the work period in which the holiday occurs; provided, that if the employee is unable to observe the holiday, the employee is not eligible for special compensatory leave

(B) For part-time employees, agencies shall credit a prorated number of holiday hours proportional to the number of holiday hours allowed to a full-time employee.

SECTION 3 - Personal Holiday

Each full-time Unit employee is entitled to one personal holiday each year. Each part-time Unit employee is entitled to a personal holiday each year which shall be calculated proportionately to the personal holiday allowed to a full-time employee. Such personal holiday shall be credited to eligible employees on July 1 of each year to be taken prior to June 30 of the following year.

SECTION 4 - Employee Leave

(A) Annual Leave

(1) Upon appointment and on each anniversary of the date of appointment to the Selected Exempt Service (hereinafter anniversary date), each Unit employee shall be credited with 176 hours of annual leave.

(2) Upon reasonable notice, an agency may require a Unit employee to use accrued annual leave.

(3)(a) If a Unit employee moves into the State Personnel System from another state government employer, the receiving agency shall credit all annual leave not paid for at the time of the transfer.

(b) If a Unit employee moves from one position in the State Personnel System to another position in the State Personnel System in a different agency within thirty-one days, the receiving agency shall credit the employee's unused annual leave.

(c) If a Unit employee moves from a position in the State Personnel System to a position outside the State Personnel System, the agency shall either transfer unused annual leave credits to the system into which the employee is transferring, or, if the new system will not accept the credits, pay for the credits subject to paragraph (5) of this section. For either transfer or payment, current year credits shall be prorated.

(4) Annual leave credits in excess of 480 hours at the close of business on the day prior to the Unit employee's anniversary date shall be converted to sick leave on an hour per hour basis.

(5) A Unit employee who separates from state government shall be paid for unused annual leave up to a maximum of 480 hours, with the current year's accrual prorated. For purposes of this section "separates from state government" shall mean that the person is not on any State payroll for at least thirty-one (31) calendar days following separation from the Selected Exempt Service. In case of death of a Unit employee, the 480-hour limit shall not apply and all unused annual leave at the time of death shall be paid to the Unit employee's beneficiary, estate, or as provided by law.

(B) Sick Leave

(1) Upon appointment and on each anniversary of the date of appointment to the Selected Exempt Service each Unit employee shall be credited with 104 hours of sick leave. There shall be no limit on the number of hours of unused sick leave a Unit employee may accrue.

(2) Use of sick leave shall be authorized for the purposes stated in Chapter 60L-34, Florida Administrative Code.

(3) Use of sick leave credits shall be subject to the following:

(a) A Unit employee may use sick leave only for authorized purposes. Unauthorized use may be revealed by a pattern of absence by an employee, for example, consistent absence on the day before or after the employee's regular days off, or absence on the same day of each week or each month.

(b) After three workdays or partial workdays of absence in any thirty-day period, the agency may require medical verification of any further absence(s) due to illness or injury.

(c) After ten consecutive days of absence, the agency shall require the employee to submit medical verification from the attending physician before authorizing additional use of sick leave credits or leave without pay. If absence continues, the agency shall require, as appropriate, further medical verification for each thirty consecutive days of absence. To justify further sick leave, the medical verification must indicate that the employee is unable to perform regularly assigned duties.

(d) If an employee's medical verification is not acceptable, the agency may require the employee to submit to a medical examination, at the agency's expense, before approving further use of sick leave.

(e) An employee who refuses to comply with these rules shall not be eligible to use accrued sick leave credits, and the agency shall take the appropriate action regarding continued employment, based on the available information.

(4) Sick leave credits shall be transferred within the State Personnel System, and may be transferred to another state government employer, depending upon whether the receiving plan accepts the employee's leave credits. If the receiving employer does not accept the credits, the employee shall be paid for the credits if eligible under Section 110.122(1), Florida Statutes; otherwise, the credits shall expire and be of no further value.

(5) Eligibility for payment for unused sick leave credits upon separation from employment with state government shall be governed by the provisions of section 110.122, Florida Statutes. For purposes of this section "separates from state government" shall mean that the person is not on any State payroll for at least thirty-one (31) calendar days following separation from the Selected Exempt Service.

(C) Administrative leave or disability leave

Unit employees may be eligible for administrative leave or disability leave in accordance with the provisions of Rule Chapter 60L-34, Florida Administrative Code.

(D) Family Supportive Work Policies

(1) In accordance with State Personnel System Rule 60L-34, F.A.C., agencies shall approve parental or family medical leave in accordance with agency policy to assist Unit employees in meeting family needs, subject to the following:

(a) Within one year following birth or adoption of a child, leave shall be granted for up to six months for the parent.

(b) Leave shall be granted for up to six months for a family member's serious health condition, as defined in the FMLA and implementing regulations.

(c) The agency shall acknowledge to the employee in writing the period of leave to be granted and the date the employee will return to duty.

(2) In accordance with State Personnel System Rule 60L-34, F.A.C., agencies shall approve up to thirty days family leave for non-medical family responsibilities, provided that the leave has minimal impact on the Unit employee's work unit. Family responsibilities in this area may include, but are not limited to, the following:

(a) Caring for aging parents;

(b) Involvement in settling parents' estate upon their death;

(c) Relocating dependent children into schools;

(d) Visiting family members in places that require extensive travel time.

(3) A Unit employee granted leave under subsection (1) or (2) may request to use accrued leave credits. If the employee does not so request, the agency shall place the employee on leave without pay.

(E) Military Leaves of Absence

Leaves of absence for military service shall be governed in accordance with the applicable provisions of chapter 115 and 250, Florida Statutes.

SECTION 5 - Leaves of Absence without Pay

(A) A Unit employee may, upon request, be granted leave without pay to cover any absence from work, for a period not to exceed twelve months, provided the agency deems such leave to be justified and not detrimental to the operations of the agency. An agency may approve the use of intermittent leave credits to maintain state benefits. In exceptional cases, leave without pay may be extended if approved by the agency. An employee on leave without pay shall not earn leave credits, unless authorized by law.

(B) Employees may request a sabbatical leave without pay for the purpose of completing additional training or residencies. While on such leave without pay, employees may purchase those benefits consistent with applicable law at their own expense.

SECTION 6 - Union Activities

Unit employees shall have the right to request leave for the purpose of attending Union conventions, conferences and meetings.

**Article 17
TRAINING AND EDUCATION**

SECTION 1 - Professional Education

(A) The State will ~~make a good faith effort to~~ allow employees, **a minimum of a reasonable amount of time ten (10) days** with pay, as the work schedule will permit, for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position, as provided below:

(1) Such time may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his department head, and such time does not interfere with services. Such application should be submitted by the employee at least thirty (30) days prior to the date of the seminar or fourteen (14) days prior to the posting of the employee's work schedule, whichever comes sooner. If the request is approved, the employee will be notified in writing of the dates approved, and the time will be shown on the work schedule for the employee's unit. Where management has approved a request and the employee scheduled is unable to attend, another employee in the unit may be allowed by management to substitute for the employee who was originally scheduled. Time limits established herein may be waived by management. Such request shall not be unreasonably denied. If education or training is required for employees to remain in their position the employees attendance at required training or education courses shall be considered hours of work. When approved by the Agency employees shall be reimbursed for the cost of required training and or education for the maintenance of required licensures or certifications as required by law.

(2) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(3) Subsections (1) and (2) above do not preclude the State from assigning employees to attend training courses as determined by management.

(4) The State shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law.

Article 18 WAGES

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year ~~2010-2011~~ **2012-2013** General Appropriations Act ~~as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands.,~~ **which shall include an across-the-board increase.**

(B) Increases to base rate of pay shall be in accordance with state law and the Fiscal Year ~~2010-2011~~ **2012-2013** General Appropriations Act.

SECTION 2 – Savings Sharing Program

Individual employees or group of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

SECTION 3 – Performance Pay

Each agency is authorized to grant merit pay increases to employees based upon exemplary performance as evidenced by a performance evaluation conducted pursuant to

Rule 60L-35, Florida Administrative Code. **Employee's attaining Certification in specialized fields of law associated with their job description shall receive a minimum of a \$5000 increase in wages.**

**Article 19
INSURANCE BENEFITS/RETIREMENT**

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with the General Appropriations Act for the applicable year and, if provided, the Summary Statement of Intent, as well as any statutory provision effecting the plan or its operation. **The State will cease the 3% employee contribution to the FRS and reimburse all employees who have made such contributions to the FRS.**

**Article 20
PER DIEM AND TRAVEL EXPENSES**

SECTION 1 – Allowable Expenses

Per diem and travel expenses shall be paid for authorized travel on State business in the manner and amounts as provided in Section 112.061, Florida Statutes. All bargaining unit employees shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveling employee:

- (A) Eighty dollars per diem; or
- (B) If actual expenses exceed \$80 the following amounts for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

Breakfast.....	\$6
Lunch.....	\$11
Dinner.....	\$19

SECTION 2 – Exceptions

- (A) When lodging or meals are provided at a state institution, the bargaining unit employee shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided by Florida Statutes, Section 112.061.
- (B) No bargaining unit employee, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the State.
- (C) A bargaining unit employee shall not be reimbursed on a per diem basis nor shall he receive subsistence allowance when traveling on short trips where the employee is not away from his headquarters overnight.

**Article 21
EMPLOYMENT OUTSIDE OF STATE GOVERNMENT**

An employee who wishes to perform employment outside of state government shall secure approval in advance and the outside employment will be considered in accordance with applicable statute, rule and agency policy.

**Article 22
PREVAILING RIGHTS**

All pay and benefit provisions published in the Personnel Rules of the Selected Exempt Service which cover employees in the Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of the Agreement.

**Article 23
MANAGEMENT RIGHTS**

The Union agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. Unit employees shall serve at the pleasure of the agency head and shall be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the agency head.

**Article 24
ENTIRE AGREEMENT**

(A) This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) If the Union believes an agency has changed a practice relative to wages, hours, or terms and conditions of employment, in violation of Chapter 447, Florida Statutes, this will be immediately brought to the agency's attention in writing.

(D) The State and the Union agree that any four (4) articles within this agreement that either party desires to reopen shall be subject to negotiations for Fiscal Year **2013-2014** and Fiscal Year **2014-2015**.

**Article 25
SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3) and Chapter 110, Part V, Florida Statutes;

then such provision shall not be applicable, performed or enforced, but the remaining parts or portion of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 26 DURATION

SECTION 1 – Term

This Agreement shall be effective as of the first day of **July, 2012**, and shall remain in full force and effect through the thirtieth day of **June, 2015**. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least 135 days prior to the Governor's budget submission date that it desires to change or modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

In the event that the State and the Union fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth above.

SECTION 2 – Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the State Employees Attorneys Guild, affiliated with the Federation of Physicians and Dentists/AHPE, NUHHCE, AFSCME, AFL-CIO, 1310 Cross Creek Circle, Tallahassee, Florida 32301; and if by the Union shall be addressed to the Department of Management Services, Office of the General Counsel, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 – Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement, as provided above would apply only to those bargaining Unit employees permanently or temporarily assigned to such areas.

Appendix A
SES ATTORNEYS UNIT CLASSES
(Collective Bargaining Unit Designation – 81)

Class Code	Class Title	Broadband Code	Broadband Occupation
7736	ATTORNEY	23-1011-03	LAWYERS
7738	SENIOR ATTORNEY	23-1011-04	LAWYERS

Appendix B

DUES AUTHORIZATION FORM FOR STATE EMPLOYEES (SES) STATE EMPLOYEES ATTORNEY GUILD (SEAG) (federation of physicians and Dentists/AHPE, NUHHCE, AFSCME, AFS-CIO)

NAME	DED. CODE (leave this box blank)	DEPARTMENT	JOB TITLE
HOME ADDRESS	CITY	ZIP	HOME PHONE
WORK LOCATION (include complete address)			SOCIAL SECURITY NUMBER

Dues Payment: Please select an Option and Sign under Appropriate Column. If selecting COPE (Political Action) option, please sign on both lines. Regular Dues Option is calculated at 1.3% of your gross earnings per pay period, COPE contribution is \$1.00 additional each pay period.

Full-Time Employees Check Your Choice	Part-Time Employees Check Your Choice
Option 1 – Dues ___ Monthly ___ Biweekly	Option 3 – Dues ___ Monthly ___ Biweekly
Option 2 – Dues/COPE ___ Monthly ___ Biweekly	Option 4 – Dues/COPE ___ Monthly ___ Biweekly

The State Employees Attorney Guild (SEAG)/FPD is hereby designated as my agent to represent me with the State of Florida.
I also request and authorize the State to deduct my earnings and transmit to the organization an amount sufficient to provide for regular payment of membership dues as certified from time to time by the organization.
I understand that such deduction is revocable upon thirty (30) days written notice to the employer and SEAG/FPD, or by my transfer, promotion, or demotion out of this bargaining unit, or by termination of my employment; or pursuant to Section 447.507, Florida Statutes.
I hereby waive any rights and claims for said monies so deducted and transmitted in accordance with this authorization and indemnity to the state and its agents.
My signature hereto is also authorization for the State to release my social security number in reporting dues deductions.
Dues paid to SEAG/FPD may not be deducted for federal income tax purposes, however, under limited circumstances, dues may qualify as a business expense.

I hereby authorize the State of Florida to deduct from my earnings one dollar per pay period for a SEAG/FPD committee on political action (COPE) contribution.
This Authorization is signed voluntarily and with the understanding that the SEAG/FPD (COPE) is engaged in joint fund-raising efforts with the AFL-CIO and will use such money contributed to make political contributions and expenditures in connection with federal, state and local elections.
I understand that such deduction is revocable upon thirty (30) days written notice to the employer and SEAG/FPD (COPE). The State shall be absolved of any liability resulting from the collection of such assessment.
Contributions for COPE to SEAG/FPD are not deductible as charitable contributions for federal income tax purposes (for Option 2 and 4 only).

Signature Date

Signature Voluntary Political Contribution Date

Mail To: SEAG
1310 Cross Creek Circle, Suite C2
Tallahassee, Florida 32301



Federation of Physicians and Dentists

1310 Cross Creek Cir., Suite C2 / Tallahassee, Florida 32301 / (850) 942-6636 FAX(850) 942-6722



Affiliated with NUHHCE, AFSCME, AFL-CIO

December 16, 2011

Representative Debbie Mayfield
Senator Jeremy Ring
Joint Select Committee on Collective Bargaining
404 South Monroe Street
Tallahassee, Florida 32399-1100

Re: Federation of Physicians and Dentists – SES Supervisory Non-Professional Unit
12/19/11 Hearing on Impasse Issues

Dear Representative Mayfield and Senator Ring:

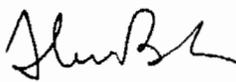
Thank you for the invitation to appear before your committee. Unfortunately, I will be out of town and unable to attend. However, as we have just received the State's proposals and there have been no negotiations, there is nothing to report. Further, in the absence of negotiations, I am not in a position to inform you as to which proposals are actually in serious dispute or make any sort of meaningful assessment of the likelihood of resolution of such issues.

I am dismayed that the State has, once again, delayed entering into collective bargaining in a timely manner that would allow meaningful negotiations before the date of automatic impasse. I provided the State our proposals on October 31, 2011, but only received the State's proposals on December 5, 2011. This practice makes a mockery of collective bargaining and deprives your committee of the opportunity to have only the matters seriously in dispute brought before you for resolution. Under this system, the unions are effectively required to bargain directly with the Legislature rather than the Governor, a practice not contemplated by either Chapter 447, Part II, Florida Statutes, or Article I, Section 6 of the Constitution.

Although I am not in a position to provide much assistance at this point, I would like the opportunity to address the issues truly at impasse after those issues are identified through actual negotiations, rather than only from a statutory declaration.

I have attached the proposals of both parties for your review as requested.

Sincerely,


John J. Seddon

Enclosures

Jack Seddon
Executive Director



Arthur Hall, M.D.
President



PROPOSED

AGREEMENT

THE STATE OF FLORIDA

and

**FEDERATION OF
PHYSICIANS AND
DENTISTS/AHPE**

**Selected Exempt Service
Supervisory Non-Professional
Unit**

July 1, 2012 through June 30, 2015

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AGREEMENT

This agreement is between the STATE OF FLORIDA, hereinafter called the State and the Federation of Physicians and Dentists/Alliance of Healthcare and Professional Employees, hereinafter called the Union, representing the employees in the Selected Exempt Supervisory Non-Professional Unit.

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between State government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State Government; and

WHEREAS, it is the intent of the parties to this Contract to set forth the entire agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of Intent and therefore not subject to the grievance procedure as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

Article 1 RECOGNITION

SECTION 1 – Recognition

(A) In accordance with Section 447.203(2), Florida Statutes, the State hereby recognizes the Federation of Physicians and Dentists as the exclusive representative for all employees included in the Selected Exempt Supervisory Non-Professional Unit.

(B) The bargaining Unit for which this recognition is accorded is as defined in Certification Number 1382 issued by the Florida Public Employees Relations Commission, hereinafter referred to as "PERC," issued on December 19, 2002.

(C) This Agreement includes all full-time and part-time employees in the occupational level positions listed in Appendix A of this Agreement.

SECTION 2 - Exclusions

Specifically excluded are managerial employees and confidential employees and any other employees represented by another exclusive bargaining agent.

SECTION 3 - Pay Band and Occupational Level Changes

In instances where the State of Florida determines that a unit position or occupational level warrants assignment to a different pay band, a position outside this bargaining unit, or a different collective bargaining unit, the union will be provided with ten (10) calendar days notice and an opportunity to consult. The union may request impact bargaining in accordance with applicable law.

Article 2 GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

**Article 3
DUES CHECKOFF**

SECTION 1 - Deductions

(A) The State, by and through its respective agencies, agrees to deduct Union membership dues, uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed to by the State and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the State, from the pay of those employees in the Unit who individually make such request on a written checkoff authorization form provided by the Union (Appendix B). Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the State.

(B) The Union shall advise the State of any uniform assessment or increase in dues in writing at least thirty (30) days prior to its effective date.

(C) This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

(D) Employee organization dues deduction will be provided for the certified bargaining agent only.

SECTION 2 - Remittance

(A) Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the State, on either a biweekly or monthly cycle along with a list containing names, employee numbers, Department or Agency and amount deducted of the employees for whom the remittance is made. The union shall pay the cost for dues deduction set-up.

(B) Employees' transfers or promotions within the certified bargaining unit shall not require the submission of new dues authorization forms.

SECTION 3 - Termination of Deduction

Deduction for Union dues and/or uniform assessments shall continue until either; (1) revoked by the employee by providing the State and the Union with thirty (30) days written notice of terminating his check-off authorization, (2) revoked pursuant to Section 447.507, Florida Statutes, (3) the termination of employment, or (4) the movement of the employee out of this bargaining unit.

SECTION 4

The State shall not deduct any Union fines, penalties, or special assessments from the pay of an employee.

**Article 4
NO DISCRIMINATION**

SECTION 1 – Non-Discrimination Policy - Age, Sex, Race, Color, Religious Creed, National Origin, Physical Handicap

(A) The State and the Union shall not discriminate against any employee for any reason prohibited by law. Consistent with Chapter 447, Florida Statutes, public employees in the State of Florida have the right to self-organization, to form, join, or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

(B) The Union shall have the right to consult on issues of discrimination or sexual harassment with an agency head or his designee.

(C) Any claim of discrimination or sexual harassment by an employee against the State under this Section may be subject to review under the Grievance Procedure or the employee may seek resolution through other such alternative procedures as prescribed by law, but not both.

Section 2 – Non-Discrimination Union Activities

(A) Neither the State nor the Union shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and the Union shall not discriminate against any such employee because of membership or non-membership in any employee organization. However, the Union is not obligated to represent a non-member with respect to grievances and/or any arbitration or administrative proceeding.

(B) Claims of Union discrimination against the State, its officers or representatives shall be remedied *only* through the Public Employees Relations Commission or other such administrative proceedings provided by law.

Article 5 UNION ACTIVITIES AND EMPLOYEE REPRESENTATION

SECTION 1 – Union Seminars and Conventions

A designated Union representative may be granted leave without pay for his attendance at regularly scheduled Union seminars and conventions.

SECTION 2 - Consultation Meetings

(A) Upon request by the Union, the Secretary of the Department of Management Services or his designee or the agency head or his designee shall meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the State and the Union.

(B) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any activity which affects Unit employees. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.

(C) Any decision(s) reached through consultation meetings shall be reduced to writing by the State and a copy shall be furnished to the Union.

SECTION 3 - Bulletin Boards

(A) Union bulletin boards may be used to communicate with and inform unit employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of Union members. Notices posted on these bulletin boards shall not contain inflammatory material about the State or any of its officers or employees; nor shall any posted material violate or have the effect of violating any law, rule or regulation.

(B) Posted notices must be dated and bear the signature of the Union's authorized representative.

(C) A violation of these provisions shall be a basis for removal of bulletin board privileges by the agency head.

(D) The state will provide the e-mail addresses of all bargaining unit employees under the same guidelines the same guidelines as stipulated with respect to bulletin boards.

SECTION 4 – Employee Lists

The State will upon request, on a quarterly basis, provide the Union with a list giving the name, home address on file, position title, and gross salary for each employee in the bargaining unit. This list will be prepared on the basis of the latest information on file at the time the list is prepared.

SECTION 5 – Broad Banding Occupational Level Lists

Upon request, the State will provide a list of position occupational levels for bargaining unit members to the authorized Union representative.

SECTION 6 - Representative Access

(A) The State agrees that designated representatives of the Union, whether local, state or national Union representatives, shall have access to the premises of the State where bargaining unit members are employed, consistent with applicable law.

(B) If any area of the State's premises is restricted to the public, permission may 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 only for the purpose of investigating an employee's grievance.

SECTION 7 – Negotiation Committee

(A) The Union may designate certain employees within the Unit to serve on its Negotiation Committee, and such employees will be granted time off with pay to attend negotiating sessions with the State. No individual 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 paid all employees on the Negotiation Committee during the term of the Agreement shall not exceed two hundred fifty (250) hours. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(B) No more than one (1) 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.

**Article 6
GRIEVANCE PROCEDURE**

It is the policy of the State and Union to encourage informal discussions between supervisors and employees regarding employee concerns. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to a formal grievance procedure.

SECTION 1 - Definitions

(A) A "grievance" shall mean a complaint by an employee, in the bargaining unit, or the Union that there has been a violation or misinterpretation of any of the provisions of this Agreement.

(B) "Employee" shall mean an individual employee having a grievance.

(C) "Days" shall mean calendar days, excluding any days observed by the State as a holiday for State employees.

(D) "Required Participant" means any employee whose presence at a grievance meeting has been determined necessary by the agency.

(E) "Union Representative" means any Union designated representative.

SECTION 2 - Election of Remedy

An employee shall have the option of utilizing the redress procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

SECTION 3 - Union Representation

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provisions of this Article) whether or not he shall be represented by the Union. When an employee has elected Union representation, both the employee and the Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union representative, and any decision mutually agreed to by the State and the Union shall be binding on the employee.

(B) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this collective bargaining Agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

(C) The Executive Director of the Union shall furnish to the State a list of Union Representatives and the State will not recognize any person as a Union Representative whose name does not appear on the list.

(D) If a grievance meeting is held during the working hours of any Required Participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

SECTION 4 - Procedures

(A) 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.

(B) The resolution of the grievance prior to its submission at Step 2 shall not establish a precedent binding on either the Union or the State in other cases.

(C) A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, that the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.

(D) Grievances shall be presented and adjusted in the following manner.

(1) Informal Discussion

(a) An employee having a grievance may, within fourteen (14) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.

(b) If the grievance is not resolved by such informal discussion, the employee may, within fourteen (14) days after the date of that discussion, submit a formal written grievance at Step 1 of this procedure.

(2) Step 1

(a) In filing a grievance at Step 1, the employee shall submit to the Step 1 management representative or designee a grievance form, to be supplied by the Union, setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or designee shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within fourteen (14) days following the receipt of the written grievance.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the agency head or his designee within fourteen (14) days after receipt of the decision at Step 1.

(b) The agency head or his designee may have a meeting with the Union Representative to discuss the grievance. The agency head or his designee shall communicate a decision in writing to the employee and to the Union Representative within twenty-one (21) days of receipt of the written grievance.

(4) Step 3 - Arbitration

(a) If the grievance is not resolved at Step 2, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form (to be supplied by the Union) within fourteen (14) days after receipt of the decision at Step 2.

(b) The arbitrator shall be one person from a panel of three (3) permanent arbitrators, mutually selected by the State and the Union to serve in rotation for any case or cases submitted.

(c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities. If mutual agreement cannot be reached the arbitration hearing shall be held in the city of Tallahassee.

(d) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, such decision shall be final and binding on the State, the Union, the grievant(s), and the employees in the bargaining Unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

3. The arbitrator shall have no authority to determine any issues other than those issues raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.

5. The arbitrator shall be without power or authority to make any decision:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

b. Limiting or interfering in any way with the powers, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement.

c. Which has the effect of restricting the discretion of an agency head as otherwise granted by law; or

d. That is based solely upon an agency past practice or policy unless such agency practice or policy is contrary to law.

(e) The reasonable fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(f) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

(5) Time Limits

(a) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

(b) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

(c) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing, in any specific instance, by mutual agreement.

(d) Claims of either an untimely filing or untimely appeal shall be made at the step in question, or will be considered waived.

(6) Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.

(7) The parties may agree to submit a grievance or number of grievances for mediation. The mediator, upon the agreement of the parties, may make a recommended decision. Any recommended decision by a mediator shall not be admissible for any purpose at an arbitration.

**Article 7
EMPLOYEE STANDARDS OF CONDUCT**

SECTION 1 - Employee Representation Right

An employee may request a union representative be present to advise and/or assist the employee during any investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. The purpose of the investigation will be explained to the employee prior to the time of the meeting.

SECTION 2 - Employee Election

An employee's rights are not violated where an investigatory proceeding takes place and the employee has failed to request representation, unless the employer failed to advise the employee of the purpose of the meeting.

SECTION 3 - State Denial of Representation

The employer may refuse a request for a union representative during an investigatory interview not intended to lead to the discipline of the interviewed employee. If the interview transitions to questions, which may lead to the discipline of the interviewed employee, he or she may have union representation for the interview to continue.

SECTION 4 - Standards of Conduct

(A) The Selected Exempt Service, to which occupational level positions within this Unit are assigned, is designed to provide the delivery of high quality performance in selected positions by facilitating the State's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs.

(B) The duties and responsibilities for each of the occupational level positions are assigned by the respective agencies.

(C) Each Unit employee shall serve at the pleasure of the agency head and may be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion and upon prior review and consideration of the agency head or designee. Upon written request of the Union agencies will in accordance with chapter 119, Florida Statutes, provide the

Union documentation related to the personnel action.

(D) If not available electronically, the State will, upon the payment of appropriate costs, provide the union with copies of any public records related to all personnel actions. All requests shall be provided in accordance with Chapter 119, Florida Statutes.

**Article 8
EMPLOYEE RIGHTS**

(A) Employees shall have the rights afforded by the Florida Constitution and Chapter 447, Florida Statutes including the right to join, participate in or refrain from joining or participating in a union; the right to be represented or refrain from being represented in determinations of grievances pursuant to Article 6; and the right to negotiate collectively with the State in the determination of the terms and conditions of their employment.

(B) The State shall not assist a creditor in collecting any debt unless required by court order or applicable law.

(C) Employee participation in charitable drives is voluntary.

(D) Employees shall not be subjected to prohibited personnel practices or policies.

(E) Each employee shall be provided access to a current copy of his current job description.

(F) Where an agency currently provides a toll allowance to employees subject to tolls to access their work place, the practice shall continue during the term of this agreement to the extent consistent with law.

(G) Employees with the Department of Children and Families, Department of Health, Department of Juvenile Justice and Department of Corrections can seek restitution for property damage or direct medical expenses for injuries caused by sheltered children, foster children, or escapees, inmates or patients of State's institutions in accordance with Section 402.181, Florida Statutes. If any agency with employees covered by this agreement develops a policy for reimbursement for personal property covering FPD unit employees, the entitlement to such reimbursement shall be incorporated therein by reference.

(H) Employees currently receiving clothing allowances will continue to receive these allowances at existing levels.

**Article 9
VACANT**

**Article 10
CAREER OPPORTUNITIES**

The State and the Union agree that with the advent of online information regarding career opportunities within the Selected Exempt Service, employees have access to information regarding career opportunities. An employee who believes that he is qualified for a posted position will be provided an opportunity to submit an application for a career opportunity. The employee shall receive an acknowledgement of receipt of the application.

**Article 11
CLASSIFICATION AND PAY PLAN**

(A) The Department of Management Services shall continue to maintain a classification and pay plan, applicable to all positions in this Unit, designed to attract and retain qualified personnel consistent with applicable law, or rules and regulations. When the Department of Management Services conducts a comparison between the salaries and benefits of private and public sector employees performing the same or similar job responsibilities, such information shall be provided to the Union.

(B) The employing agency shall continue to maintain a position description for each position on a current basis. Each employee and the Union shall be provided access to current position descriptions. Upon request an employee shall be provided a copy of his position description either by hard copy or electronic means.

(C) The Department shall assign each position to its appropriate broadband level according to the current position description.

(D) The classification and pay plan includes:

- (1) All approved pay bands,
- (2) The allocation of each position to a broadband level, and
- (3) Provisions governing the administration of the plan.

(E) Upon making an original or any subsequent appointment to a Selected Exempt Service position in this Unit, the employing agency shall set the salary at an amount within the assigned pay band. The agency head may give an employee an increase in salary provided the total salary is within the assigned pay band, funds are available for such increase, and such increase is not specifically prohibited by act of the Legislature. An employee may be paid less than the minimum of the assigned pay band due to budget limitations in the instances of a fiscal exigency. A vacant position may be filled below the minimum of the pay band if approved by the Secretary of the Department of Management Services.

(F) The Department of Management Services may adjust any pay band in the classification and pay plan when such adjustments are appropriate. Any salary adjustment shall be consistent with state law. The Union shall be notified, in writing, of any individual salary increases.

Article 12 PERSONNEL FILE

(A) There shall be one official personnel file for each employee which shall be maintained in the central personnel office of the employing agency unless a different location is approved by the Secretary of the Department of Management Services or designee. Information in an employee's official personnel file shall only refer to matters concerning the employee's job or related to the employee's State employment.

(B) If any derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee shall have ten (10) calendar days to provide a written response and his answer will be attached to the file copy.

(C) Upon request and the payment of lawful cost, the employee shall receive a copy of any material in his file. The State will provide each employee access to their personnel file by electronic means and if the employee has no access to a computer the state will make a computer available for this purpose.

Article 13 SAFETY

(A) When an employee believes that a condition exists at a State facility which is in violation of an established health or safety rule, such condition shall be reported immediately in writing to the appropriate supervisor, detailing the specific violation and rule, if known and/or appropriate.

(B) The supervisor shall investigate the report and make a reasonable effort to take action deemed appropriate. The supervisor will furnish a written response to the employee within thirty (30) calendar days after the employee's report is received.

(C) Complaints which arise under this Article shall be grievable, but only up to and including Step 2 of the grievance procedure.

(D) The parties agree that where an agency has a safety committee created by agency policy to directly address matters of safety related to bargaining unit members, the union may select one person to serve on any such committee.

Article 14
REVIEW AND PERFORMANCE EVALUATIONS

Employees shall be evaluated at least annually on the date or dates determined by their agency; such evaluations shall be conducted by the employee's immediate supervisor or a designated managerial employee who has knowledge of the employee's duties, responsibilities and job performance. The evaluation shall be an assessment of an employee's performance of assigned duties and responsibilities, and shall inform the employee of his or her strengths and weaknesses. The rater will provide the employee with coaching and meaningful feedback regarding job performance throughout the evaluation period. The rater shall inform the employee in writing throughout the evaluation period of performance deficiencies that could result in a "Below Expectation" or "Unacceptable" rating and corrective action to be taken in order to facilitate the employee's progress toward meeting performance expectations.

Article 15
SCOPE OF PROFESSIONAL RESPONSIBILITIES

An employee who is required to be licensed or certified as a condition of employment shall not be assigned duties that directly violate the requirements of such license or certification. **Employees will be reimbursed for all costs associated with certification(s) and/or licensures required for the performance of their employment.**

Article 16
EMPLOYMENT OUTSIDE OF STATE GOVERNMENT

Any employee who wishes to perform employment outside of state government shall secure approval in advance and the outside employment will be considered in accordance with applicable statute, rule and agency policy.

Article 17
DRUG TESTING

The State and the Union agree to drug testing of bargaining Unit employees in accordance with Section 112.0455, Florida Statutes, the Drug-Free Workplace Act, and Section 944.474, Florida Statutes.

Article 18
HOURS OF WORK/OVERTIME & LEAVES OF ABSENCE

SECTION 1 - Hours of Work – Excluded Employees

Inasmuch as an excluded employee's service is performance based, each employee is expected to work whatever hours may be required by the position and no overtime or compensatory leave may be earned or paid, except where a compensatory leave plan has been approved by Department of Management Services and the respective employee's agency. The authorized supervisor shall, by written procedures, establish the work hours and attendance and leave requirements for excluded employees. Such written procedures, as a minimum, shall require that an accurate record of the time worked and leave taken be maintained and that any full-time employee who works less than the normal number of hours in the pay period (biweekly period-80 hours;

monthly period-hours required by Comptroller) shall be required to utilize annual, sick or administrative leave, compensatory leave or leave without pay to bring the employee's total for the pay period up to the minimum hours required. The same requirements shall apply to part-time employees, except that the normal working hours in the pay period shall be prescribed by the agency head or designee. With prior approval, employees working more than their regularly scheduled hours within a particular workweek may be allowed to offset those hours within the same pay period.

SECTION 2 – Hours of Work and FLSA Overtime for Included Employees

(A) The normal workweek for each full-time employee shall be 40 hours. The agencies will ensure that time and attendance sheets accurately reflect all time worked regardless of whether the Unit employee is a non-exempt or exempt FLSA employee. Unit employees will be informed of any changes made to their time and attendance sheet by the supervising authority, prior to its submission to payroll.

(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) Hours of work in excess of 40 hours in the workweek will qualify full-time included employees not exempt under the FLSA for overtime. Payment of overtime shall be in accordance with the provisions of Rule 60L-34.0031, F.A.C.

(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 schedule leave 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 – Leaves of Absence

(A) Upon appointment and on each anniversary of the date of appointment to the Selected Exempt Service (hereinafter anniversary date), each Unit employee shall be credited with 176 hours of annual leave and 104 hours of sick leave. Accurate records of the accumulation and use of all annual and sick leave credits shall be maintained by the State or its designee.

(B) Annual leave credits in excess of 480 hours at the close of business on the day prior to the employee's anniversary date shall be converted to sick leave on an hour per hour basis.

(C) Upon transfer of an employee to a position in State government outside the State Personnel System, the agency shall either transfer unused annual leave credits into the system which the employee is transferring, or, if the new system will not accept the credits, pay for the credits up to a maximum of 480 hours. For either transfer or payment, current year credits shall be prorated.

(D) Annual leave will be paid upon termination from State government, in accordance with Rule 60L-34, F.A.C. Termination from State government shall mean that the person is not on any State payroll for at least thirty-one (31) calendar days following separation from the Selected Exempt Service.

(E) Use of sick leave shall be authorized for the purposes stated in Rule 60L-34, F.A.C. Sick leave may be accrued without limit and is subject to terminal payment in accordance with Section 110.122, Florida Statutes.

(F) Upon transfer of an employee to a position in State government outside the Selected Exempt Service, the agency shall either transfer unused sick leave credits into the system which the employee is transferring, or, if the new system will not accept the credits, pay for the credits if eligible under Section 110.122(1), Florida Statutes; otherwise the credits will expire.

(G) Administrative leave and disability leave may be, and parental leave shall be, granted and used in accordance with the provisions for such leave for Career Service employees as set forth in Rule 60L-34, F.A.C. Military leave shall be granted and used in accordance with Section 250.48 or Chapter 115, Florida Statutes, whichever is applicable.

(H) With agency head approval, an employee may be granted a leave of absence without pay for up to one year.

(I) An employee who is eligible for disability leave in accordance the provisions of the Florida Administrative Code, shall not be required to use accrued leave in order to be eligible to be carried in a full pay status.

Article 19 HOLIDAYS

SECTION 1 – Recognized Holidays

Employees are entitled to the holidays observed by their work unit. If an employee is required to work on the actual holiday or the actual holiday falls on the employee's regular day off, the employee would be allowed to take another day off to use as a holiday observance, during the pay period in which the holiday occurs. Due to agency needs, management would make the final decision as to which alternate date would be used for the holiday observance. There may be some instances where an agency may not be able to permit an employee to observe the holiday, due to agency needs. A consultation meeting to discuss any holiday staffing decisions may be requested by the Union or the agency at any time.

The following holidays are State recognized holidays:

- (A) New Year's Day
- (B) Birthday of Martin Luther King, Jr., third Monday in January
- (C) Memorial Day
- (D) Independence Day
- (E) Labor Day
- (F) Veterans' Day, November 11
- (G) Thanksgiving Day
- (H) Friday after Thanksgiving
- (I) Christmas Day

SECTION 2 – Personal Holiday

Each full-time employee is entitled to one personal holiday per year to be taken subject to the approval of the employee's supervisor. Each part-time employee is entitled to a personal holiday each year which shall be calculated proportionately to the personal holiday allowed to a full-time employee. Such personal holiday shall be credited to eligible employees on July 1 of each year to be taken prior to June 30 of the following year.

Article 20 TRAINING

The State and the Union recognize the importance of training programs in the development of the employees of the State.

SECTION 1 - Employee Training

(A) The State will make every reasonable effort to continue existing training programs and to develop new programs, where the State considers such programs to be necessary.

(B) The State will make a good faith effort to provide newly hired employees with a paid, on-the-job orientation period to explain procedures, policies and standards of performance expected of the employee, and to provide in-service education programs for employees in this unit.

(C) Employees shall ensure that all licensures or certifications required by their position shall remain in good standing. If education or training is required for employees to remain in their position the employees attendance at required training or education courses shall be considered hours of work. Employees may be reimbursed for the cost of required training and or education to maintain required licensures or certifications as authorized by law.

SECTION 2 - Employee Education

(A) When the State requires an employee to attend short courses, Institutes and workshops to improve their performance in their current position, it will be considered time with pay.

(B) Personal leave may be granted for other training purposes if: the employee applies in advance in writing specifying the course and his objectives related to his position, the employee obtains permission of his Agency Head or designee, and such leave does not interfere with agency services.

SECTION 3 - Educational Assistance Plan

The State shall provide up to six (6) credit hours of tuition-free courses per term at a state university or community college to full-time employees on a space available basis as authorized by law. During the term of this agreement, and subject to additional funding, the Governor agrees to seek approval of the Legislature to continue the existing program for the provision of tuition-free courses.

SECTION 4 - Grievability

It is understood that nothing in this Article precludes or in any way limits or restricts the State's right to develop, implement, or otherwise manage training of its employees. Therefore, any claim by an employee or the Union concerning this Article shall not be subject to the Grievance Procedure of this Contract except the issue of whether the employee was permitted time with pay to attend required training.

Article 21 TRAVEL EXPENSES

SECTION 1 – Allowable Expenses

Per diem and travel expenses shall be paid for authorized travel on State business in the manner and amounts as provided in Section 112.061, Florida Statutes. All bargaining unit employees shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveling employee:

(A) Eighty dollars per diem; or

(B) If actual expenses exceed \$80, the following amounts for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

Breakfast.....	\$6
Lunch.....	\$11
Dinner.....	\$19

SECTION 2 – Exceptions

(A) When lodging or meals are provided at a state institution, the bargaining unit employee shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided by Florida Statutes, Section 112.061.

(B) No bargaining unit employee, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the State.

(C) A bargaining unit employee shall not be reimbursed on a per diem basis nor shall he receive subsistence allowance when traveling on short trips where the employee is not away from his headquarters overnight.

Article 22 REPLACEMENT OF PERSONAL PROPERTY

(A) An employee, while on duty and acting within the scope of employment, who suffers damage or destruction of the employee's watch or prescription glasses, or such other items of personal property as have been given prior approval by the agency and the Secretary or Management Services or designee as being required by the employee to perform the duties of the position, will be reimbursed as provided herein.

1. Watch -\$75
2. Prescription Glasses - \$200
3. Other Items - The Secretary of management Services, or their designee, shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.
4. Total allowable per incident - \$500

(B) Such reimbursement shall be with the approval of the agency head. Approvals shall not be unreasonably denied.

Article 23 INSURANCE BENEFITS/RETIREMENT

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with the General Appropriations Act for the applicable year and, if provided, the Summary Statement of Intent, as well as any statutory provision affecting the plan or its operation. **The State will cease the required 3% contribution to the FRS and will reimburse them for the current required FRS contribution.**

Article 24 CALL BACK

To the extent authorized by law, an FLSA included employee called back to work beyond the employee's scheduled hours of work for the day shall be credited for actual time worked, or a minimum of two hours, whichever is greater.

Article 25 WAGES

SECTION 1 – Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year **2012-2013** General Appropriations Act as executed into law reflecting no competitive wage increase or change to the current pay grades or pay bands. **Employees will receive an 8% increase in wages.**

(B) Increases to base rate of pay shall be in accordance with state law and the Fiscal Year **2012-2013** General Appropriations Act.

SECTION 2 – Savings Sharing Program

Individual employees or group of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

SECTION 3 – Performance Pay

Each agency is authorized to grant merit pay increases to employees based upon exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 4 – Special Pay Issue – Department of Children and Families, Economic Self-Sufficiency Program, Automated Community Connection to Economic Self-Sufficiency (ACCESS) Program

The Automated Community Connection to Economic Self-Sufficiency (ACCESS) Program was awarded federal funds for achieving a low error rate in the determination of client eligibility for food stamps. Appropriations in the Department of Children and Families Economic Self-Sufficiency Program and salaries and benefits appropriation category are approved in the FY 2010-2011 General Appropriations Act to provide a one-time salary bonus of \$500 plus applicable taxes to reward the eligible employees of the ACCESS program for their superior achievement and national recognition in the Supplemental Nutrition Assistance Program. The bonus is effective July 1, 2010.

Article 26 PRINTING OF THE AGREEMENT

Each party to the collective bargaining agreement shall bear its own printing costs; however, during the term of the agreement, the State shall maintain a copy of the agreement on its website.

Article 27 PREVAILING RIGHTS

All pay and benefit provisions published in the Rules of the State Personnel System which cover employees in the Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of the Agreement.

Article 28 MANAGEMENT RIGHTS

The Union agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. Unit employees shall serve at the pleasure of the agency head and shall be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the agency head.

Article 29 ENTIRE AGREEMENT

(A) This Agreement, upon ratification, supersedes and cancels all prior practices and

agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) If the Union believes an agency has changed a practice relative to wages, hours, or terms and conditions of employment, in violation of Chapter 447, Florida Statutes, this will be immediately brought to the agency's attention in writing.

(D) The State and the Union agree that any four (4) articles within this agreement that either party desires to reopen shall be subject to negotiations for Fiscal Year 2010-2011 and Fiscal Year 2011-2012.

Article 30 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement falls to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3) and Chapter 110, Part V, Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portion of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 31 DURATION

SECTION 1 - Term

This Agreement shall be effective as of the first day of **July 2012**, and shall remain in full force and effect through the thirtieth day of **June 2015**. Each year either party may demand bargaining and reopen any four (4) articles. Parties need to provide notice of the intent to reopen an article prior to the statutorily set date of Impasse.

In the event that the State and the Union fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

SECTION 2 - Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the Federation of Physicians and Dentists/AHPE, NUHHCE, AFSCME, AFL-CIO, 1310 Cross Creek Circle, Tallahassee, Florida 32301; and if by the Union shall be addressed to the Department of Management Services, Office of the General Counsel, 4050 Esplanade Way, Building 4050, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 - Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency

may be limited to specific geographic areas, in which case suspension of the terms of this Agreement, as provided above would apply only to those bargaining Unit employees permanently or temporarily assigned to such areas.

APPENDIX A

SES SUPERVISORY NON-PROFESSIONAL UNIT CLASSES (Collective Bargaining Unit Designation – 86)

Included: All non-professional, supervisory employees in the Selected Exempt Service including those within the titles identified below.

Excluded: All professional, non-supervisory, managerial, confidential, or casual employees in the Selected Exempt Service, all Career Service, Senior Management Service or Other Personal Service employees, and all other employees including Office Operations Supervisor I (DEP) and II (DEP), and Print Shop Supervisor I (DEP).

Class Code	Class Title	Broadband Code	Broadband Occupation
0108	ADMINISTRATIVE SECRETARY- SES	43-6011-02	EXECUTIVE SECRETARIES & ADMIN ASSISTANTS
6536	AIRCRAFT MECHANIC SUPERVISOR - SES	49-1011-03	FIRST-LIN SUPV/MGR OF MECHAN/INSTAL/REPR
2144	APPLICATION SYSTEMS PROGRAMMER III-SES	15-1021-04	COMPUTER PROGRAMMERS
6532	ASSISTANT FACILITIES MANAGER - SES	11-9021-01	CONSTRUCTION MANAGERS
2015	AUTOMATED SCHEDULING SOFTWARE SPEC - SES	15-1099-02	COMPUTER SPECIALISTS, ALL OTHER
6540	AUTOMOTIVE EQUIPMENT MECHANIC II - SES	49-3023-02	AUTOMOTIVE SERVICE TECHNICIAN & MECHANIC
6541	AUTOMOTIVE/MARINE EQUIP REPAIR SUPV -SES	49-1011-03	FIRST-LIN SUPV/MGR OF MECHAN/INSTAL/REPR
0276	CENTREX ADMINISTRATOR -SES	11-1021-01	GENERAL AND OPERATIONS MANAGERS
0267	CENTREX OPERATOR SUPERVISOR - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
7512	CERTIFICATION SPECIALIST-DACS - SES	45-2011-04	AGRICULTURAL INSPECTORS
5548	CERTIFIED RAD TECHNOL-RADIO SUPV - SES	29-2034-03	RADIOLOGIC TECHNOLOGISTS AND TECHNICIANS
5550	CERTIFIED RADIOLOGIC TECHNOLOGST-MGR-SES	11-9111-02	MEDICAL AND HEALTH SERVICES MANAGERS
0007	CLERICAL SUPERVISOR - SES	43-1011-01	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
7205	COMMUNICATIONS SUPERVISOR I - SES	49-1011-03	FIRST-LIN SUPV/MGR OF MECHAN/INSTAL/REPR
2025	COMPUTER OPERATIONS SUPERVISOR - SES	15-1099-02	COMPUTER SPECIALISTS, ALL OTHER
2023	COMPUTER OPERATOR III - SES	15-1099-02	COMPUTER SPECIALISTS, ALL OTHER
2102	COMPUTER PROGRAMMER ANALYST I - SES	15-1021-02	COMPUTER PROGRAMMERS
2103	COMPUTER PROGRAMMER ANALYST II - SES	15-1021-02	COMPUTER PROGRAMMERS
2105	COMPUTER PROGRAMMER/ANALYST I-F/C - SES	15-1021-02	COMPUTER PROGRAMMERS
6208	CONCESSIONS SUPERVISOR - SES	41-1012-02	FIRST-LINE SUPV/MGR NON-RETAIL SALE WKR
6512	CUSTODIAL SUPERVISOR I - F/C - SES	37-1011-01	FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR
6527	CUSTODIAL SUPERVISOR I - SES	37-1011-01	FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR
6513	CUSTODIAL SUPERVISOR II - F/C - SES	37-1011-02	FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR
6528	CUSTODIAL SUPERVISOR II - SES	37-1011-02	FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR
6523	CUSTODIAL SUPERVISOR III - F/C - SES	37-1011-03	FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR
6529	CUSTODIAL SUPERVISOR III - SES	37-1011-03	FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR
2121	DATA BASE ANALYST - SES	15-1061-02	DATABASE ADMINISTRATORS
2002	DATA ENTRY OPERATOR SUPERVISOR I - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
2005	DATA ENTRY OPERATOR SUPERVISOR II - SES	43-9021-02	DATA ENTRY KEYERS
2013	DATA PROCESSING CONTROL SPECIALIST - SES	15-1099-01	COMPUTER SPECIALISTS, ALL OTHER
5638	DENTAL ASSISTANT SUPERVISOR - SES	31-9091-03	DENTAL ASSISTANTS
5650	DENTAL TECHNICIAN SUPERVISOR - SES	31-9091-03	DENTAL ASSISTANTS
2052	DISTRIBUTED COMPUTER SYSTEM ANALYST - SES	15-1071-02	NETWORK & COMPUTER SYSTEMS ADMINISTRATOR

Class Code	Class Title	Broadband Code	Broadband Occupation
2050	DISTRIBUTED COMPUTER SYSTEMS SPEC - SES	15-1071-02	NETWORK & COMPUTER SYSTEMS ADMINISTRATOR
8411	DUTY OFFICER SUPERVISOR - SES	33-1099-03	FIRST-LIN SUPV/MGR PROT SERV WKR/NONSWRN
2017	EDP QUALITY CONTROL/SCHEDULING SUPV-SES	15-1099-03	COMPUTER SPECIALISTS, ALL OTHER
7235	ELECTRONIC TECHNICIAN SUPERVISOR - SES	49-1011-03	FIRST-LIN SUPV/MGR OF MECHAN/INSTAL/REPR
4622	ENGINEERING TECHNICIAN SUPV II - SES	17-3029-02	ENGINEERING TECHNICIANS, ALL OTHER
6531	EXECUTIVE HOUSEKEEPER - SES	37-2012-04	BUTLERS, MAIDS AND HOUSEKEEPING CLEANERS
6524	FACILITIES SHIFT SUPERVISOR - SES	37-1011-03	FIRST-LIN SUPV/MGR HOUSEKEEP/JANITOR WKR
1418	FISCAL ASSISTANT II - SES	43-3031-02	BOOKKEEPING, ACCOUNTING & AUDITING CLERK
6217	FOOD CONTROL SPECIALIST - SES	35-2021-01	FOOD PREPARATION WORKERS
6215	FOOD PRODUCTION & SVS SUPV - SES	35-1012-01	FIRST-LINE SUPV/MGR FOOD PREP & SERV WK
6219	FOOD SERVICE ADMINISTRATOR - SES	11-9051-01	FOOD SERVICE MANAGERS
2116	GEOGRAPHIC INFORMATION SYSTEM ADMIN-SES	11-9199-02	MANAGERS, ALL OTHER
6395	GROUNDSKEEPING SUPERVISOR I - SES	37-1012-02	FIRST-LINE SUPV/MGR LANDSCAP/LAWN/GROUND
6396	GROUNDSKEEPING SUPERVISOR II - SES	37-1012-03	FIRST-LINE SUPV/MGR LANDSCAP/LAWN/GROUND
6397	GROUNDSKEEPING SUPERVISOR III - SES	37-1012-04	FIRST-LINE SUPV/MGR LANDSCAP/LAWN/GROUND
5673	HEALTH INFO SPECIALIST SUPV-F/C - SES	43-4071-03	FILE CLERKS
5666	HEALTH INFORMATION SPECIALIST-SES	43-4071-03	FILE CLERKS
5672	HEALTH INFORMATION SPECIALIST SUPV - SES	43-4071-03	FILE CLERKS
5667	HEALTH INFORMATION SPECIALIST-F/C - SES	43-4071-03	FILE CLERKS
5518	HEALTH SUPPORT TECHNICIAN - SES	31-1011-01	HOME HEALTH AIDES
4747	HIGHWAY MAINTENANCE SUPERVISOR I - SES	47-4051-03	HIGHWAY MAINTENANCE WORKERS
4750	HIGHWAY MAINTENANCE SUPERVISOR II - SES	47-4051-03	HIGHWAY MAINTENANCE WORKERS
4753	HIGHWAY MAINTENANCE SUPERVISOR III - SES	47-4051-03	HIGHWAY MAINTENANCE WORKERS
4756	HIGHWAY MAINTENANCE SUPERVISOR IV - SES	47-4051-03	HIGHWAY MAINTENANCE WORKERS
6236	HOUSEKEEPING & LAUNDRY MANAGER - SES	11-9199-01	MANAGERS, ALL OTHER
5733	HUMAN SERVICES SUPERVISOR I - SES	31-1013-02	PSYCHIATRIC AIDES
5734	HUMAN SERVICES SUPERVISOR II - SES	31-1013-02	PSYCHIATRIC AIDES
8230	INSTITUTION SECURITY OFFICR SH SPV - SES	33-9032-02	SECURITY GUARDS
8233	INSTITUTIONAL SECURITY SUPERVISOR - SES	33-9032-03	SECURITY GUARDS
6468	INSTRUMENT MAKER-DESIGNER - SES	51-2099-03	ASSEMBLERS AND FABRICATORS, ALL OTHER
5713	JUVENILE JUSTICE DETENTION OFF SUPV-SES	21-1092-03	PROBATION OFFICER & CORR TREATMENT SPEC
5727	JUVENILE JUSTICE RESIDENT OFF SUP II-SES	21-1092-03	PROBATION OFFICER & CORR TREATMENT SPEC
5726	JUVENILE JUSTICE RESIDENT OFF SUP I-SES	21-1092-02	PROBATION OFFICER & CORR TREATMENT SPEC
6390	LABORER SUPERVISOR - SES	53-1021-02	FIRST-LIN SUPV/MGR OF HELPER/LABOR/MOVER
6230	LAUNDRY ADMINISTRATOR I - SES	11-9199-01	MANAGERS, ALL OTHER
6232	LAUNDRY ADMINISTRATOR II - SES	11-9199-01	MANAGERS, ALL OTHER
6227	LAUNDRY SUPERVISOR - SES	51-6011-01	LAUNDRY AND DRY-CLEANING WORKERS
0427	LICENSE ISSU/ELEC & CORP RECD SPV II-SES	13-1041-03	COMPLIANCE OFFICERS
0412	LICENSE ISSUANC/ELEC & CORP RECD ADM-SES	11-1021-01	GENERAL AND OPERATIONS MANAGERS
0411	LICENSE ISSUANC/ELEC & CORP RECD SUP-SES	13-1041-02	COMPLIANCE OFFICERS
6225	LINEN SERVICE SPECIALIST - SES	51-6011-01	LAUNDRY AND DRY-CLEANING WORKERS
6466	MAINTENANCE MECHANIC - SES	49-9042-02	MAINTENANCE AND REPAIR WORKERS, GENERAL
6534	MAINTENANCE SERV SUPERINTENDENT II - SES	11-9021-01	CONSTRUCTION MANAGERS
6375	MAINTENANCE SUPERVISOR I - SES	49-1011-03	FIRST-LIN SUPV/MGR OF MECHAN/INSTAL/REPR
6376	MAINTENANCE SUPERVISOR II - SES	49-1011-03	FIRST-LIN SUPV/MGR OF MECHAN/INSTAL/REPR
2209	MANAGEMENT ANALYST I - SES	13-1111-02	MANAGEMENT ANALYSTS

Class Code	Class Title	Broadband Code	Broadband Occupation
6564	MARINE CAPTAIN I - SES	53-5021-03	CAPTAIN, MATE, & PILOT OF WATER VESSELS
6554	MARINE SERVICES SUPERVISOR - SES	49-3051-03	MOTORBOAT MECHANICS
6446	MASTER ELECTRICIAN -SES	49-2094-03	ELECTRIC/ELECTRON REPR/COMR INDUST EQUIP
5021	MEDICAL LABORATORY TECHNICIAN III - SES	29-2012-03	MEDICAL & CLINICAL LABORATORY TECHNICIAN
5603	MEDICAL LABORATORY TECHNOLOGIST II - SES	29-2012-03	MEDICAL & CLINICAL LABORATORY TECHNICIAN
5747	MEDICAL UNIT SUPERVISOR - F/C - SES	43-4071-03	FILE CLERKS
5749	MEDICAL UNIT SUPERVISOR - SES	43-4071-03	FILE CLERKS
8226	MENTAL HEALTH SECURITY CHIEF - SES	33-9032-04	SECURITY GUARDS
8225	MENTAL HLTH SECURTY SPEC SHFT SUPV - SES	33-9032-03	SECURITY GUARDS
6393	NURSERY/LANDSCAPE SUPERVISOR - SES	37-1012-03	FIRST-LINE SUPV/MGR LANDSCAP/LAWN/GROUND
2047	OFFICE AUTOMATION ANALYST - SES	15-1041-02	COMPUTER SUPPORT SPECIALISTS
2041	OFFICE AUTOMATION SPECIALIST I - SES	15-1041-01	COMPUTER SUPPORT SPECIALISTS
2043	OFFICE AUTOMATION SPECIALIST II - SES	15-1041-01	COMPUTER SUPPORT SPECIALISTS
0126	OFFICE OPERATIONS SUPERVISOR I - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
0129	OFFICE OPERATIONS SUPERVISOR II - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
8823	PARI-MUTUEL REGIONAL MANAGER - SES	11-9071-02	GAMING MANAGERS
6318	PRINT SHOP SUPERVISOR I - SES	51-1011-02	FIRST-LIN SUPV/MGR OF PROD/OPERATING WKR
6321	PRINTING/REPRODUCTION ADMIN-SES	51-1011-03	FIRST-LIN SUPV/MGR OF PROD/OPERATING WKR
2106	PROGRAMMER/ANALYST SUPERVISOR - SES	15-1021-04	COMPUTER PROGRAMMERS
6026	REHABILITATION TECHNICIAN-BLIND-SES	21-1015-02	REHABILITATION COUNSELORS
5736	RESIDENTIAL UNIT SPECIALIST - SES	31-1013-02	PSYCHIATRIC AIDES
5581	RESPIRATORY CARE SPECIALIST II - SES	29-2054-03	RESPIRATORY THERAPY TECHNICIANS
0104	SECRETARY SPECIALIST - SES	43-6014-01	SECRETARIES, EXCPT LEGAL, MEDICAL & EXEC
8203	SECURITY GUARD SUPERVISOR - SES	33-9032-01	SECURITY GUARDS
0008	SENIOR CLERICAL SUPERVISOR - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
0010	SENIOR CLERICAL SUPERVISOR-F/C - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
0004	SENIOR CLERK - SES	43-9061-02	OFFICE CLERKS, GENERAL
2028	SENIOR COMPUTER OPERATIONS SUPV - SES	15-1099-03	COMPUTER SPECIALISTS, ALL OTHER
2019	SENIOR EDP QUAL CONTROL/SCHEDUL SPV - SES	15-1099-03	COMPUTER SPECIALISTS, ALL OTHER
6331	SENIOR OPERATING TECHNICIAN-SES	49-9098-01	HELPERS/INSTALL/MAINTENANCE & REPAIR WKR
6454	SENIOR REFRIGERATION MECHANIC - SES	49-9021-03	HEATING/AIR COND/REFRIG MECHANIC/INSTALLER
0093	SENIOR WORD PROCESS SYSTEM OPERATOR - SES	43-9022-02	WORD PROCESSORS AND TYPISTS
6517	SHOP SUPERVISOR - SES	51-1011-03	FIRST-LIN SUPV/MGR OF PROD/OPERATING WKR
0120	STAFF ASSISTANT - SES	43-6011-02	EXECUTIVE SECRETARIES & ADMIN ASSISTANTS
2614	STATE WARNING POINT COMMUNICAT SUPV - SES	33-1099-03	FIRST-LIN SUPV/MGR PROT SERV WKR/NONSWRN
0921	STOREKEEPER II - SES	43-9199-01	OFFICE & ADMIN SUPPORT WORKER, ALL OTHER
0924	STOREKEEPER SUPERVISOR - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
0927	STORES SUPERVISOR - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
1424	SUPERVISING FISCAL ASSISTANT II - SES	43-3031-02	BOOKKEEPING, ACCOUNTING & AUDITING CLERK
6204	SUPPORT SERVICE SUPERVISOR - SES	43-1011-01	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
0258	SWITCHBOARD OPERATOR SUPERVISOR - SES	43-1011-01	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
2111	SYSTEMS PROGRAMMER I - SES	15-1081-02	NETWORK SYSTEM & DATA COMMUNICAT ANALYST
2113	SYSTEMS PROGRAMMER II - SES	15-1081-03	NETWORK SYSTEM & DATA COMMUNICAT ANALYST
2115	SYSTEMS PROGRAMMER III - SES	15-1081-04	NETWORK SYSTEM & DATA COMMUNICAT ANALYST
2109	SYSTEMS PROJECT ADMINISTRATOR - SES	11-3021-02	COMPUTER & INFORMATION SYSTEMS MANAGERS

Class Code	Class Title	Broadband Code	Broadband Occupation
2107	SYSTEMS PROJECT ANALYST - SES	15-1051-03	COMPUTER SYSTEMS ANALYSTS
2034	TELECOMMUNICATIONS SPECIALIST II - SES	15-1081-01	NETWORK SYSTEM & DATA COMMUNICAT ANALYST
2037	TELECOMMUNICATIONS SUPERVISOR - SES	15-1081-03	NETWORK SYSTEM & DATA COMMUNICAT ANALYST
5559	THERAPY AIDE SUPERVISOR - SES	31-9099-03	HEALTHCARE SUPPORT WORKERS, ALL OTHER
0338	TOLL COLLECTOR SUPERVISOR - SES	41-1012-02	FIRST-LINE SUPV/MGR NON-RETAIL SALE WKR
6464	TRADES SUPERVISOR - F/C - SES	47-1011-03	FIRST-LINE SUPV/MGR OF CONST TRADE WKR
6465	TRADES SUPERVISOR - SES	47-1011-03	FIRST-LINE SUPV/MGR OF CONST TRADE WKR
6341	TURBINE OPERATOR -SES	51-8013-01	POWER PLANT OPERATORS
5786	UNIT TREATMENT & REHAB SUPV I-F/C - SES	31-1013-03	PSYCHIATRIC AIDES
5793	UNIT TREATMNT & REHAB SR SUPV I-F/C -SES	31-1013-03	PSYCHIATRIC AIDES
5777	UNIT TRTMNT & REHAB SENIOR SUPV I - SES	31-1013-03	PSYCHIATRIC AIDES
5710	UNIT TRTMNT & REHAB SUPV I - SES	31-1013-03	PSYCHIATRIC AIDES
6345	UTILITIES SUPERVISOR-LWP/MUP - SES	51-1011-04	FIRST-LIN SUPV/MGR OF PROD/OPERATING WKR
6342	UTILITIES SUPERVISOR-SUI - SES	51-1011-03	FIRST-LIN SUPV/MGR OF PROD/OPERATING WKR
1310	VOCATIONAL INSTRUCTOR I - SES	25-1194-01	VOCATIONAL EDUCAT TEACHER, POSTSECONDARY
1311	VOCATIONAL INSTRUCTOR II - SES	25-1194-01	VOCATIONAL EDUCAT TEACHER, POSTSECONDARY
1312	VOCATIONAL INSTRUCTOR III - SES	25-1194-02	VOCATIONAL EDUCAT TEACHER, POSTSECONDARY
1314	VOCATIONAL TRAINING SUPV I - SES	25-1194-03	VOCATIONAL EDUCAT TEACHER, POSTSECONDARY
0097	WORD PROCESSING SYS OPER SUPV - F/C -SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
0096	WORD PROCESSING SYSTEM OPERAT SUPV - SES	43-1011-02	FIRST-LINE SUPV/MGR OF OFF/ADMIN SUP WKR
0090	WORD PROCESSING SYSTEMS OPERATOR - SES	43-9022-01	WORD PROCESSORS AND TYPISTS



Federation of Physicians and Dentists

1310 Cross Creek Cir., Suite C2 / Tallahassee, Florida 32301 / (850) 942-6636 FAX(850) 942-6722



Affiliated with NUHHCE, AFSCME, AFL-CIO

December 16, 2011

Representative Debbie Mayfield
Senator Jeremy Ring
Joint Select Committee on Collective Bargaining
404 South Monroe Street
Tallahassee, Florida 32399-1100

Re: Federation of Physicians and Dentists – SES Physicians Unit
12/19/11 Hearing on Impasse Issues

Dear Representative Mayfield and Senator Ring:

Thank you for the invitation to appear before your committee. Unfortunately, I will be out of town and unable to attend. However, as we have just received the State's proposals and there have been no negotiations, there is nothing to report. Further, in the absence of negotiations, I am not in a position to inform you as to which proposals are actually in serious dispute or make any sort of meaningful assessment of the likelihood of resolution of such issues.

I am dismayed that the State has, once again, delayed entering into collective bargaining in a timely manner that would allow meaningful negotiations before the date of automatic impasse. I provided the State our proposals on October 31, 2011, but only received the State's proposals on December 5, 2011. This practice makes a mockery of collective bargaining and deprives your committee of the opportunity to have only the matters seriously in dispute brought before you for resolution. Under this system, the unions are effectively required to bargain directly with the Legislature rather than the Governor, a practice not contemplated by either Chapter 447, Part II, Florida Statutes, or Article I, Section 6 of the Constitution.

Although I am not in a position to provide much assistance at this point, I would like the opportunity to address the issues truly at impasse after those issues are identified through actual negotiations, rather than only from a statutory declaration.

I have attached the proposals of both parties for your review as requested.

Sincerely,


for John J. Seddon

Enclosures

Jack Seddon
Executive Director



Arthur Hall, M.D.
President

PROPOSED
AGREEMENT

THE STATE OF FLORIDA

and

**THE FEDERATION OF PHYSICIANS
AND DENTISTS**

Selected Exempt Service Physicians Unit

July 1, 2012 through June 30, 2015

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PREAMBLE

WHEREAS, Chapter 110, Part V, Florida Statutes, creates the Selected Exempt Service, formerly referred to as the Selected Professional Service; and

WHEREAS, the Legislative purpose in exempting physicians from the Career Service and placing them in the Selected Exempt Service was to develop a system of personnel management which ensures the delivery of high quality performance, by facilitating the State's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs; and

WHEREAS, the Legislature has provided in Section 447.203(2), Florida Statutes, for a bargaining Unit composed of Selected Exempt Service employees; and

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article I of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between State government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of State government; and

WHEREAS, it is the intent of the parties to this Agreement to set forth the entire Agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of Intent and therefore not subject to the grievance procedure as outlined in Article 6;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree to the language as contained in the following Articles.

AGREEMENT

This AGREEMENT is between the State of Florida, hereinafter referred to as the "State" or "Employer," and the Federation of Physicians and Dentists, hereinafter referred to as the "Union," representing members of the Selected Exempt Service who are in the Physicians Unit.

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor union or labor organization. The right of employees, by and through a labor organization, to bargain collectively shall not be denied or abridged. Public employees shall not have the right to strike.

The collective bargaining rights of the State, Union and employee shall be as provided in Chapter 447, Part II, Florida Statutes.

**Article 1
RECOGNITION**

(A) In accordance with Section 447.203(2), Florida Statutes, the State hereby recognizes the Federation of Physicians and Dentists as the exclusive representative for all employees included in the Selected Exempt Service Physicians bargaining Unit.

(B) The bargaining Unit for which this recognition is accorded is as defined in Certification Number 829 issued by the Florida Public Employees Relations Commission, hereinafter referred to as "PERC," issued on February 23, 1989.

(C) This Agreement includes all full-time and part-time Selected Exempt Service employees in the classifications and positions listed in Appendix A of this Agreement, except as specifically excluded in certain articles and sections of this Agreement.

**Article 2
GENDER REFERENCE**

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

**Article 3
DUES CHECKOFF**

SECTION 1 - Deductions

(A) The State, by and through its respective agencies, agrees to deduct Union membership dues, uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed to by the State and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the State, from the pay of those employees in the Unit who individually make such request on a written checkoff authorization form provided by the Union (Appendix B). Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the agency.

(B) The Union shall advise the State of any uniform assessment or increase in dues in writing at least thirty (30) days prior to its effective date.

(C) Employee organization dues deduction will be provided for the certified bargaining agent only.

SECTION 2- Remittance

Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the respective agencies on either a biweekly or monthly cycle along with a list containing names, agency, division, district, institution, and amount deducted of the employees for whom the remittance is made.

SECTION 3 - Insufficient Pay for Deduction

In the event an employee's salary earnings within any pay period after deductions for withholding, Social Security, retirement, State health insurance, and other priority deductions are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

SECTION 4 - Termination of Deduction

Deductions for Union dues and/or uniform assessments shall continue until either: 1) revoked by the employee by providing the State and the Union with thirty (30) days written notice, **prior to the annual anniversary date of this Agreement**, that he is terminating the prior checkoff authorization, 2) revoked pursuant to Section 447.507, Florida Statutes, 3) the termination of employment, or 4) the transfer, promotion, or demotion of the employee out of this bargaining Unit. If these deductions are not discontinued when any of the above situations occur, the Union shall, upon request of the employee, reimburse the employee for the deductions that were improperly withheld.

SECTION 5 - Indemnification

The Union shall indemnify, defend and hold the State of Florida, its officers, officials, agents and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the State, its officials, agents, and employees in complying with this Article. The Union shall promptly refund to the State any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the State or its agencies have agreed to deduct.

SECTION 6 - Exceptions

The State will not deduct any Union fines, penalties, or special assessments from the pay of any employee.

SECTION 7 - 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 as agreed to by the State and the Union; (2) be the only form used by bargaining Unit employees who wish to initiate dues deduction; and (3) shall contain all the information required by the Form prior to submission to the State.

(B) The State will not process Dues Checkoff Authorization Forms that are: (1) incorrectly and/or incompletely filled out; (2) postdated; or, (3) submitted to the State more than sixty (60) days following the date of the employee's signature.

Article 4
NO DISCRIMINATION

SECTION 1 - Non-Discrimination Policy - Age, Sex, Race, Color, Religious Creed, National Origin, Physical Handicap

(A) The State and the Union shall not discriminate against any employee for any reason prohibited by law. Consistent with Chapter 447, Florida Statutes, public employees in the State of Florida have the right to self-organization, to form, join, or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

(B) The Union shall have the right to consult on issues of discrimination or sexual harassment with an agency head or his designee. If the matter is not resolved, the Union can consult with the Chief Labor Negotiator of the Department of Management Services.

(C) Any claim of discrimination or sexual harassment by an employee against the State under this Section may be subject to review under the Grievance Procedure or the employee may seek resolution through other such alternative procedures as prescribed by law, but not both.

SECTION 2 - Non-Discrimination - Union Activity

(A) Neither the State nor the Union shall interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Union, and the Union shall not discriminate against any such employee because of membership or non membership in any employee organization.

(B) Claims of Union discrimination against the State, its officers or representatives, shall be reviewable either under the provisions of Article 6 (Grievance Procedure) of this Agreement or through the Public Employees Relations Commission but not both.

Article 5
EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 1 - Selected Exempt Service Rule Interpretations

Copies of any written interpretations of the Personnel Rules of the Selected Exempt Service System issued by the Department of Management Services will be sent to the Union.

SECTION 2 - Consultation Meetings

(A) Upon request by the Union, the Secretary of the Department of Management Services or his designee shall meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the State and the Union.

(B) Upon request by the Union, an agency head employing Unit employees, or his designee shall meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the agency head, or his designee and the Union.

(C) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any activity which affects Unit employees. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

(D) Any decision(s) reached through consultation meetings shall be reduced to writing by the agency and a copy shall be furnished to the Department of Management Services and the Union.

SECTION 3 - Bulletin Boards/E-MAIL

(A) Where requested in writing, and where justified by the number of Unit employees affected, the State agrees to furnish at State institutions where bargaining Unit employees are employed, wall space not to exceed 20" X 30" for Union purchased bulletin boards. Space will be provided in those areas as mutually agreed by the agency and Union. When agreement cannot be reached, the agency will select an area.

(B) Union bulletin boards may be used to communicate with and inform Unit employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of Union members. Notices posted on these bulletin boards shall not contain anything reflecting adversely on the State, or any of its officers or employees; nor shall any posted material violate or have the effect of violating any law, rule, or regulation. **The State shall provide the Union with all bargaining unit work e-mail addresses; such e-mail addresses will be utilized by the Union in the same manner and with same restrictions as applied to Bulletin Boards.**

(C) Notices posted must be dated and bear the signature of the Union's authorized representative.

(D) A violation of these provisions shall be a basis for removal of bulletin board or e-mail privileges by the Chief Labor Negotiator of the Department of Management Services.

SECTION 4 - Employee Lists

Upon request of the Union, the State will, on a monthly basis, provide the Union with a list giving the name, home address on file, classification title, **work e-mail address**, and gross salary and location of employment for each employee in this bargaining Unit. This list will be prepared on the basis of the latest information on file at the time the list is prepared and will be furnished to the Union after receipt by the State of the payment of the actual costs to the State incurred in the preparation of such list.

SECTION 5 - Selected Exempt Service Class Specifications and Rules

The State will provide the Union with a copy of the classification specifications and the Rules of the Selected Exempt Service which affect employees within the bargaining Unit.

SECTION 6 - Negotiations

(A) All collective bargaining is to be conducted with the Department of Management Services, Office of Labor Relations. While negotiating meetings shall normally be held in Tallahassee, the State and the Union may mutually agree to meet elsewhere at a State facility or other location which involves no rental cost to the State. There shall be no negotiation between the Union and the State at any other level of State government.

(B) The Union may designate certain employees within the Unit to serve on its negotiation committee, and such employees will be granted time off with pay to attend negotiation sessions with the State. The Union negotiation committee shall be limited to up to five state employed physicians and no more than two per agency. The State shall not reimburse the employee for travel, meals, and lodging in connection with negotiations unless the State specifically requests a physician be in attendance to elaborate on a particular issue.

SECTION 7 – Employee Assistance Programs

The State and the Union encourage and support the creation of Employee Assistance Programs by agencies that employ Unit employees, and the utilization of such programs by employees.

SECTION 8 – Charitable Solicitations

Employee participation in charitable drives is voluntary. Solicitations will be made, but no pressure shall be brought to bear to require such participation.

SECTION 9 – Representative Access

(A) The State agrees that designated Union Representatives shall have access to State controlled premises where bargaining Unit employees are employed.

(B) If any area of the State's premises is otherwise restricted to the public, permission must be requested to enter such area and such permission shall not be unreasonably denied. Such access shall be during the regular working hours of the Unit employee and only for the purpose of investigating an employee's grievance.

SECTION 10 – Professional Council

(A) A physician's professional council may be organized at a State institution or facility employing more than ten (10) Unit employees, or in the case of Public Health Departments, such councils shall be comprised of up to six (6) physicians in the district. The purpose of the council is to advise the Medical Director or administrator regarding medical policies that govern the institution or facility. The council may meet on a monthly basis at the convenience of the members provided there is a written agenda prepared in advance and such meetings do not conflict with the council members' primary responsibilities or emergencies. Attendance at such meetings will be with pay. Such professional council shall exist in addition to any other committee or group within the institution or facility.

(B) The council shall consist of no more than six (6) Unit members and not more than one (1) council member may be selected from the same location or work unit. A chairperson will be elected annually from the council members.

SECTION 11 –

Employees shall have the rights afforded by the United States and Florida Constitution and Chapter 447, Florida Statutes, including the right to join, participate in or refrain from joining or participating in the Union; the right to be represented or refrain from being represented in determinations of grievances pursuant to Article 6; and the right to negotiate collectively with the State in the terms and conditions of their employment. No grievance may be filed under this contract alleging a violation of this Section. Recourse for a violation of law is as prescribed by the applicable law.

SECTION 12 –

The State shall not assist a creditor in collecting any debt unless requested by court order or applicable law.

SECTION 13 –

Employees shall not be subjected to prohibited personnel practices or policies.

SECTION 14 –

Each employee shall be provided access to a copy of his current job description.

SECTION 15 –

Where an agency currently provides a toll allowance to employees subject to tolls for access to their work place, the practice shall continue during the term of the agreement.

SECTION 16 –

Any employee who wishes to perform employment outside of state government shall secure approval in advance and the outside employment will be considered in accordance with applicable statute, rule and agency policy. Such request shall not be unreasonably denied.

**Article 6
GRIEVANCE PROCEDURE**

It is the policy of the State and Union to encourage informal discussions between supervisors and employees regarding employee concerns. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee, without need for recourse to a formal grievance procedure.

SECTION 1 - Definitions

As used in this Article:

(A) "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Agreement.

(B) "Employee" shall mean an individual employee or a group of employees having the same grievance. In the case of a group of employees, one employee shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.

(C) "Days" shall mean calendar days, excluding any day observed by the State as a holiday for State employees.

(D) "Grievance Representative" shall mean an employee covered by this Agreement who has been designated by the Union to investigate grievances at the Informal Step and to represent grievants at the Informal Step and Step 1 meetings on grievances which have been properly filed under this Article when the Union has been selected as the employee's representative.

(E) "Required Participant" means any employee whose presence at a grievance meeting has been determined necessary by the agency.

(F) "Union Representative" means a non-State employee officially designated by the Union.

SECTION 2 - Election of Remedy

An employee shall have the option of utilizing the unfair labor practice procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

SECTION 3 - Grievance Representation

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step if authorized by the provisions of this Article) whether or not he shall be represented by the Union. When an employee has elected Union representation, both the employee and the Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union representative, and any decision mutually agreed to by the State and the Union shall be binding on the employee.

(B) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this collective bargaining Agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

(C) The Executive Director of the Union shall furnish to the State a list of Union Representatives and Grievance Representatives. The State will not recognize any person as a Union Representative or Grievance Representative whose name does not appear on the list.

(D) If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

SECTION 4 - Procedures

(A) 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.

(B) The resolution of a grievance prior to its submission in writing at Step 3 shall not establish a precedent binding on either the Union or the State in other cases.

(C) Grievances shall be presented and adjusted in the following manner.

(1) Informal Discussion

(a) An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.

(b) If the grievance is not resolved by such informal discussion, the employee may, within fourteen (14) days after the date of that discussion, submit a formal written grievance at Step 1 of this procedure.

(2) Step 1

(a) In filing a grievance at Step 1, the employee shall submit to the Step 1 management representative a grievance form (to be supplied by the State), setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 management representative or his designee shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and to the Union Representative, if any, within fourteen (14) days following the date of the meeting.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the agency head or his designee within fourteen (14) days after receipt of the decision at Step 1.

(b) The agency head or his designee may have a meeting with the Union Representative to discuss the grievance. The agency head or his designee shall communicate a decision in writing to the employee and to the Union Representative within twenty-one (21) days following receipt of the written grievance.

(4) Step 3

(a) If the grievance is not resolved at Step 2, the employee may submit the grievance in writing to the Chief Labor Negotiator of the Department of Management Services or his designee within fourteen (14) days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted at Steps 1 and 2, together with all written responses and documents in support of the grievance.

(b) The Chief Labor Negotiator of the Department of Management Services or his designee may have a meeting with the Union Representative to discuss the grievance. The Chief Labor Negotiator or his designee shall communicate a decision in writing to the employee and the Union Representative within twenty-one (21) days following receipt of the written grievance.

(5) Step 4 – Mediation

If the grievance is not resolved at Step 3, the Parties will submit the issue to non-binding mediation in an attempt to resolve the issue prior to arbitration.

~~(5)~~**(6) Step-4 5- Arbitration**

(a) If the grievance is not resolved at Step 3, the Union Representative may appeal the grievance to arbitration on a Request for Arbitration form (to be supplied by the State) within fourteen (14) days after receipt of the decision at Step 3.

(b) The arbitrator shall be one person from a panel of three (3) permanent arbitrators, mutually selected by the State and the Union to serve in rotation for any case or cases submitted.

(c) Arbitration hearings shall be held at times and locations mutually agreed to by the parties. Under normal circumstances, hearings will be held in Tallahassee; however, selection of the site shall take into account the availability of evidence, location of witnesses and existence of appropriate facilities. If mutual agreement cannot be reached the arbitration hearing shall be held in the city of Tallahassee.

(d) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under this Agreement, such decision shall be final and binding on the State, the Union, the grievant(s), and the employees in the bargaining Unit. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

3. The arbitrator shall have no authority to determine any issues other than those issues raised in the initial written grievance. The arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement.

5. The arbitrator shall be without power or authority to make any decision:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

b. Limiting or interfering in any way with the powers, duties and responsibilities of the State under its Constitution, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Agreement.

c. Which has the effect of restricting the discretion of an agency head as otherwise granted by law or the Selected Exempt Service Rules; or

d. That is based solely upon an agency past practice or policy unless such agency practice or policy is contrary to law, the Selected Exempt Service Rules, or this Agreement.

(e) The reasonable fees and expenses of the arbitrator shall be equally shared by the parties. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses.

(f) The employee, not the Union, will be responsible for costs of an arbitration to which the Union was not a party.

SECTION 5 - Time Limits

(A) Failure to initiate or appeal a grievance within the time limits in Section 4 shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision at that step.

(B) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

(C) The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended in writing, in any specific instance, by mutual agreement.

(D) Claims of either an untimely filing or untimely appeal shall be made at the step in question, or will be considered waived.

SECTION 6 - Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union or an employee to process a grievance (1) on behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or court proceeding, brought by an individual employee or group of employees, or by the Union.

(B) All grievances will be presented at the initial step with the following exceptions:

(1) If a grievance arises from the action of an official higher than the Agency Step 1 management representative, the grievance shall be initiated at Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 within seven (7) days following the occurrence giving rise to the grievance.

(2) The Union shall have the right to bring a class action grievance on behalf of bargaining Unit employees in its own name concerning disputes relating to the interpretation or application of this Agreement. 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 3 of this procedure, in accordance with the provisions set forth therein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.

Article 7 EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

Section 1 - Standards of Conduct and Performance

(A) The Selected Exempt Service, to which classes within this Unit are assigned, is designed to provide the delivery of high quality performance in selected classifications by facilitating the State's ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs.

(B) Consistent with applicable statutes an employee's off-the-job conduct shall not result in disciplinary action, unless such conduct impairs his effectiveness as an employee. Moreover, the State recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(C) The duties and responsibilities for each Selected Exempt Service class of Physician and Senior Physician are assigned by the respective agencies.

(D) Each Unit employee shall serve at the pleasure of the agency head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the agency head. No final action will be taken prior to a review by the agency head, or designee. Upon written request and receipt of payment, the State shall provide the union with copies of any public records related to the adverse personnel action. All requests and all documents provided shall be in accordance with Chapter 119, Florida Statutes. If any adverse action is taken because of an alleged violation of Chapter 458 or 459 of the Florida Statutes, the employee shall be entitled to a "peer review" prior to the action being taken. Such "peer review" shall be as prescribed by law, medical staff by-laws, or for county Health Units in accordance with Section 2 of this Article.

(E) Administrators shall not discipline employees in the presence of other staff members.

Section 2 - County Health Department Peer Review Procedures

The State and FPD agree to continue to implement the provisions of the March 9, 1998 Memorandum of Agreement regarding Peer Review within the Department of Health in the County Health Departments.

Section 3 - Performance Evaluations

(A) Performance evaluations shall be directed to identify strengths as well as weaknesses.

(B) Employees shall be evaluated at least annually on the date determined by their agency.

(C) Each employee shall be informed of the criteria and procedure to be used in the evaluation process.

(D) The employee shall have the right to submit a written statement to be attached to the written evaluation.

(E) The employee shall be provided a copy of the evaluation at the time it is signed by him acknowledging receipt.

Section 4 – Employee Representation Right

An employee may request a union representative be present to advise and/or assist the employee during any investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. Upon the request of the employee, the purpose of the investigation will be explained.

Section 5 – State Denial of Representation

The employer may refuse a request for a union representative during an investigatory interview not intended to lead to discipline of the interviewed employee. If the interview transitions to questions, which may lead to the discipline of the interviewed employee, he or she may have union representation for the interview to continue.

Article 8 TERMINATION DUE TO A REDUCTION IN FORCE AND RECALL

SECTION 1 - Reduction in Force

(A) Unit employees shall be subject to termination, including but not limited to a reduction in force, at the discretion of the agency head.

(B) The agency head shall furnish the Union Representative with a copy of any notice terminating an employee in this Unit as a result of a reduction in force.

(C) The decision of the agency head regarding termination shall be final and not subject to the grievance procedure of this Agreement, **unless such termination is inconsistent with law.**

SECTION 2 – Recall and Consideration

(A) No new physicians shall be hired until laid-off physicians who meet State criteria for the respective open position have had an opportunity to refuse or failed to accept recall to the class and the agency from which the employee was laid-off. Thereafter, individual agencies will consider qualified laid-off physicians of the agency for vacancies in a different class before appointing new physicians.

(B) A laid-off physician will be given ten (10) workdays notice of recall. Notice shall be given by certified mail, return receipt requested, or any other form of delivery that provides a written receipt. He shall inform the agency of his acceptance or rejection of reemployment within ten (10) workdays of receipt. In the event the physician does not respond within ten

(10) workdays, the agency is released from recall obligations, and the physician will be deemed to have voluntarily resigned from employment by the State. It is the employee's responsibility to keep the agency informed of his current address.

(C) Physicians will be eligible for recall for a period not to exceed one (1) year from date of lay-off or until recalled or recall is declined, whichever is sooner.

Section 3 - Department of Health Recall Procedures

The State and FPD agree to continue to implement the provisions of the March 16, 1998, Memorandum of Agreement regarding physician recalls within the Department of Health.

Article 9 REASSIGNMENT

Unit employees are subject to reassignment at the discretion of the agency head. However, employees shall have the opportunity to request to be considered for vacant positions in their current class in accordance with the provisions of this Article.

SECTION 1 - Definitions

As used in this Article:

"Reassignment" shall mean the moving of an employee from one position in a class to a different position in the same class and shall be treated as any original appointment.

SECTION 2 - Voluntary Reassignment

(A) An employee who has attained twelve (12) months of continuous service in the Selected Exempt Service System may apply for a voluntary reassignment on a Request Form (supplied by the agency). Such Requests shall indicate the class(es), county(ies), institution(s) and/or other work location(s) to which the employee would like to be reassigned or transferred.

(B) An employee may submit a Request Form at any time; however, all such Requests shall expire on May 31 of each calendar year. Requests can be filed in May to become effective on June 1.

(C) All Request Forms shall be submitted to the agency head or his designee who shall be responsible for furnishing a copy of each such Request to the manager(s) or supervisor(s) who have the authority to make employee hiring decisions in the work unit to which the employee has requested reassignment or transfer. The employee shall provide a copy of the Request to the Union at the time it is filed with the agency.

(D) When an employee has been reassigned pursuant to a Request filed under this Article, all other pending Requests shall be canceled. No other Request may be filed under this Article for a period of twelve (12) months following the employee's reassignment. If an employee declines an offer of reassignment pursuant to a Request filed under this Article, the employee's request shall be canceled and the employee will not be eligible to submit a Request for a period of twelve (12) months.

initial salary for each appointment to a Selected Exempt Service position in this Unit and each subsequent change in such salary. The Department may adjust any or all pay bands in the classification and pay plan at any time such adjustments are deemed appropriate. When such adjustments are made by the Department, instructions as to how employees' salaries will be affected will be issued by the Department to all agency heads, of which a copy shall be provided to the Union.

Article 11

CLASSIFICATION REVIEW AND PROFESSIONAL PRACTICE SCOPE

SECTION 1 - Classification Review

(A) When an employee alleges that he is being regularly required to perform duties which are not included in the position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official class specification to which the position is allocated, the employee may request in writing that the agency head review the duties assigned to the employee's position. The agency head or his designee shall review the duties as requested. The employee will receive a copy of the written decision within sixty (60) days of the request. If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. Shortage of funds shall not be used as the basis for refusing to reclassify a position after a review has been completed.

(B) If the employee is not satisfied with the decision, the employee, with or without representation, may request in writing a review by the Secretary of the Department of Management Services or his designee. The written decision of the Secretary of the Department of Management Services or his designee as to the classification of the position shall be final and binding on all parties.

SECTION 2 - Scope of Health Care Professional Practice

(A) The State will comply with all statutory and rule provisions relating to Chapters 458 and 459, Florida Statutes. The State recognizes that physicians and osteopaths licensed to practice in the State of Florida are required to comply with provisions of Chapters 458 and 459, Florida Statutes, respectively.

(B) Any physician who has been ordered to provide medical service which in his professional judgment could be a threat of injury or illness to himself or others or is inconsistent with (A) above, may request an expedited consultation either oral or written from the Medical Director without fear of intimidation.

(C) Unit employees may appeal up to and including arbitration of the grievance procedure, the assignment of duties that the employee alleges jeopardizes the employee's professional license.

(D) The employee will state the specific duties at issue, and will reference the provision(s) of law he feels places his license in jeopardy. Failure to provide this information will result in a dismissal of the grievance. A Physician may report alleged violations of the Medical Practice Act(s) or Federal Law, as appropriate, without fear of retribution.

(E) The State shall comply with all applicable provisions of HIPPA.

Prescription glasses - \$200 (including any required examination)

Other Items - The Secretary of the Department of Management Services, or his designee, shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses.

Total allowable per incident - \$500

Such reimbursement shall be with the approval of the agency head.

Article 15 DRUG TESTING

(A) The State and the Union agree to drug testing of bargaining Unit employees in accordance with Section 112.0455, Florida Statutes, the Drug-Free Workplace Act and Section 944.474, Florida Statutes.

(B) Unless otherwise specified, all bargaining Unit classes covered by this Agreement are designated safety sensitive for drug testing purposes in accordance with Section 112.0455, Florida Statutes.

(C) In accordance with Section 944.474, Florida Statutes and the Department of Corrections Personnel Procedures, all employees in the classes of Physician and Senior Physician within the Department of Corrections shall be subject to random drug testing. In accordance with Article 25 of this Agreement, if Section 944.474, Florida Statutes, is repealed, or found unconstitutional or invalid by a court of competent jurisdiction, this subparagraph shall not be applicable, performed, or enforced.

Article 16 LEAVES OF ABSENCE, HOURS OF WORK

SECTION 1 - Hours of Work and Leave

Inasmuch as a Unit employee's service is performance based, each employee is expected to work whatever hours may be required by the position and no overtime or compensatory leave may be earned or paid. The head of each agency shall, by written procedures, establish the work hours and attendance and leave requirements for Unit employees. Such written procedures, at a minimum, shall require that an accurate record of the time worked and leave taken be maintained and that any full-time employee who works less than the normal number of hours in the pay period (biweekly period-80 hours; monthly period-hours required by Comptroller) shall be required to utilize annual, sick or administrative leave, or leave without pay to bring the employee's total for the pay period up to the minimum hours required. The same requirements shall apply to part-time employees, except that the normal working hours in the pay period shall be prescribed by the agency head. With prior approval, employees working more than their regularly scheduled hours within a particular workweek may be allowed to offset those hours within the same pay period.

(A) Employees are entitled to the holidays observed by their work unit. If an employee is required to work on the actual holiday or the actual holiday falls on the employee's regular day off, the employee ~~would~~ **will** be allowed to take another day off to use as a holiday observance, during the pay period in which the holiday occurs. Due to agency needs, management would make the final decision as to which alternate date would be used for the holiday observance. There may be some instances where an agency may not be able to

permit an employee to observe the holiday, due to agency needs. A consultation meeting to discuss any holiday staffing decisions may be requested by the Union or the agency at any time in accordance with Article 5, Section 2 of this agreement. Additionally, each full-time Unit employee is entitled to one personal holiday each year. Each part-time Unit employee is entitled to a personal holiday which shall be determined based on the full-time equivalency of his or her position. Such personal holiday shall be credited to eligible employees on July 1 of each year to be taken prior to June 30 of the following year.

(B) Upon appointment and on each anniversary of the date of appointment to the Selected Exempt Service (hereinafter anniversary date), each Unit employee shall be credited with 176 hours of annual leave and 104 hours of sick leave. Accurate records of the accumulation and use of all annual and sick leave credits shall be maintained by the agency.

(C) Annual leave shall be used at the discretion of the employee and with approval of the agency head. Annual leave credits in excess of 480 hours at the close of business on the day prior to the employee's anniversary date shall be converted to sick leave on an hour per hour basis.

(D) Upon transfer of an employee to a position in State government outside the Selected Exempt Service, unused annual leave credits shall not be paid for and may be transferred subject to the rules governing the system into which the employee is transferring. All annual leave credits accrued on the employee's last anniversary date shall be prorated at the rate of 14.667 hours monthly or 6.769 hours biweekly for each pay period, or portion thereof, worked subsequent to the employee's last anniversary date.

(E) Annual leave will be paid for on termination from State government. Termination from State government shall mean that the person is not on any State payroll for at least thirty-one (31) calendar days following separation from the Selected Exempt Service.

(F) Use of sick leave shall be authorized for the purposes stated in Chapter 60L-34, F.A.C. Sick leave may be accrued without limit and be subject to terminal payment in accordance with Section 110.122, Florida Statutes.

(G) Upon transfer of an employee to a position in State government outside the Selected Exempt Service, all sick leave hours earned shall be credited providing that all sick leave credits accrued on the employee's last anniversary date shall be prorated at the rate of 8.667 hours monthly or 4 hours biweekly for each pay period, or portion thereof, worked subsequent to the employee's last anniversary date.

(H) Upon separation from State government payment for unused sick leave accrued in accordance with Chapter 60L-34, F.A.C., on the employee's last anniversary date shall be calculated at the rate of 8.667 hours per month, or 4 hours biweekly, for each pay period, or portion thereof, worked subsequent to the employee's last anniversary date.

(I) Administrative leave and disability leave may be, and maternity leave shall be, granted and used in accordance with the provisions for such leave for Career Service employees as set forth in Chapter 60L-34, F.A.C., Military leave shall be granted and used in accordance with Section 250.48 or Chapter 115, Florida Statutes, whichever is applicable.

(J) With agency head approval, an employee may be granted a leave of absence without pay for up to one year.

(K) Family Supportive Practices

(1) In accordance with State Personnel System Rule 60L-34, F.A.C., agencies shall approve parental or family medical leave in accordance with agency policy to assist unit employees in meeting family needs, subject to the following:

(a) Within one year following the birth or adoption of a child, leave shall be granted for up to six months for the parent.

(b) Leave shall be granted for up to six months for a family member's serious health condition, as defined in the FMLA and implementing regulations.

(c) The agency shall acknowledge to the employee, in writing, the period of leave to be granted and the date the employee will return to duty.

(2) In accordance with State Personnel System Rule 60L-34, F.A.C., agencies shall approve up to thirty days family leave for non-medical family responsibilities, provided the leave has minimal impact on the Unit employee's work unit. Family responsibilities in this area may include, but are not limited to, the following:

(a) Caring for aging parents;

(b) Involvement in settling parents' estate upon their death;

(c) Relocating dependent children into schools;

(d) Visiting family members in places that required extensive travel time.

(3) A unit employee granted leave under subsection (1) or (2) may request to use accrued leave credits. If the employee does not so request, the agency shall place the employee on leave without pay.

SECTION 2 - Union Activities

Employees covered by this Agreement shall have the right to request leave without pay for the purpose of attending Union conventions, conferences and meetings. When such requests cannot be granted, the supervisor shall provide such denial in writing.

SECTION 3 - Negotiation Committee

(A) The Union may designate certain employees within the Unit to serve on its Negotiation Committee, and such employees will be granted time off with pay to attend negotiating sessions with the State. No individual 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 agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

(B) No more than one (1) 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.

**Article 17
TRAINING AND EDUCATION**

SECTION 1 - Professional Education

(A) The State will make a good faith effort to allow employees a reasonable amount of time, with pay, as the work schedule will permit, for the purpose of attending short courses, institutes, and workshops which will improve their performance in their current position, as provided below:

(1) Such leave may be granted if: the employee applies in advance in writing specifying the course and his objectives related to his position; the employee obtains permission of his department head, and such leave does not interfere with patient services. Such application should be submitted by the employee at least thirty (30) days prior to the date of the seminar or fourteen (14) days prior to the posting of the employee's work schedule, whichever comes sooner. If the request is approved, the employee will be notified in writing of the dates approved, and the dates of absence will be shown on the work schedule for the employee's unit. Where management has approved a request and the employee scheduled is unable to attend, another employee in the unit may be allowed by management to substitute for the employee who was originally scheduled. Time limits established herein may be waived by management.

(2) No out-of-state travel will be approved to attend such courses, institutes, or workshops when similar programs are available within the State of Florida.

(3) Subsections (1) and (2) above do not preclude the State from assigning employees to attend training courses as determined by management.

(B) In addition to the time which may be allowed under (A), above, employees who are required, either by statute or by the official class specification, to meet mandatory continuing education requirements in order to remain eligible to perform assigned duties, shall be **fourteen (14)** days every two calendar years toward the fulfillment of such continuing education requirements. Such time shall be considered time worked.

SECTION 2 - Sabbatical Leave

Employees may request a sabbatical leave without pay for the purpose of completing additional training or residencies. While on such leave without pay, employees may purchase those benefits consistent with applicable law at their own expense.

**Article 18
WAGES**

SECTION 1 - Pay Provisions

(A) Pay shall be in accordance with the Fiscal Year **2012-2013** General Appropriations Act as executed into law. **Physicians will receive a minimum of an 8% increase in wages.**

(B) Increases to base rate of pay shall be in accordance with state law and the Fiscal Year ~~2010-2011~~ **2011-2012** General Appropriations Act.

SECTION 2 – Savings Sharing Program

Individual employees or group of employees may be eligible for monetary awards for ideas or programs that result in a cost saving to the state, pursuant to section 110.1245(1), Florida Statutes.

SECTION 3 – Performance Pay

Each agency ~~is authorized to~~ **will** grant a **5%** merit pay increases to employees based upon exemplary performance as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 4 – Educational Incentive Pay

Each employee shall receive an Educational Incentive adjustment of \$5000 for either possessing or achieving Board Eligibility and \$10000 for either possessing or achieving Board Certification.

**Article 19
INSURANCE BENEFITS/RETIREMENT**

The State agrees to administer the State Employees Group Health Self-Insurance Plan in accordance with the General Appropriations Act for the applicable year and, if provided, the Summary Statement of Intent, as well as any statutory provision effecting the plan or its operation. **The State shall cease the 3% required employee contribution to the FRS and reimburse each employee for any required contribution to the FRS.**

**Article 20
PER DIEM AND TRAVEL EXPENSES**

SECTION 1 – Allowable Expenses

Per diem and travel expenses shall be paid for authorized travel on State business in the manner and amounts as provided in Section 112.061, Florida Statutes. All bargaining unit employees shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveling employee:

(A) Eighty dollars per diem; or

(B) If actual expenses exceed \$80, the following amounts for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

Breakfast.....	\$6
Lunch.....	\$11
Dinner.....	\$19

SECTION 2 – Exceptions

(A) When lodging or meals are provided at a state institution, the bargaining unit employee shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided by Florida Statutes, Section 112.061.

(B) No bargaining unit employee, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the State.

(C) A bargaining unit employee shall not be reimbursed on a per diem basis nor shall he receive subsistence allowance when traveling on short trips where the employee is not away from his headquarters overnight.

Article 21 PAY PLAN AND CLASSIFICATION OF WORK

SECTION 1 – Pay Plan and Classification Changes

In instances where the State of Florida determines that a position or class possesses or assumes duties and responsibilities to warrant assignment to a different pay plan, a class outside this bargaining unit, or a different collective bargaining unit, the union will be provided with ten calendar (10) days notice and an opportunity to consult.

SECTION 2 – Exclusions

Specifically excluded are managerial employees and confidential employees as determined by the Florida Public Employees Relations Commission, and all persons paid from Other Personal Services (OPS) Funds as defined by Section 216.011(1), Florida Statutes.

Article 22 PREVAILING RIGHTS

All pay and benefit provisions published in the Personnel Rules of the Selected Exempt Service which cover employees in the Unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of the Agreement.

Article 23 MANAGEMENT RIGHTS

The Union agrees that the State has and will continue to retain, whether exercised or not, the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. Unit employees shall serve at the pleasure of the agency head and shall be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the agency head.

Article 24 ENTIRE AGREEMENT

(A) This Agreement, upon ratification, supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and

constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.

(B) The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(C) If the Union believes an agency has changed a practice relative to wages, hours, or terms and conditions of employment, in violation of Chapter 447, Florida Statutes, this will be immediately brought to the agency's attention in writing.

(D) The State and the Union agree that any four(4) articles within this agreement that either party desires to reopen shall be subject to negotiations for Fiscal Year 2013-2014 and Fiscal Year 2010-2011.

Article 25 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3) and Chapter 110, Part V, Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portion of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 26 DURATION

SECTION 1 - Term

This Agreement shall be effective as of the first day of **July 1, 2012** and shall remain in full force and effect through the thirtieth day of **June 30, 2015**. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least 135 days prior to the Governor's budget submission date that it desires to change or modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiation and may be extended in the manner set forth in the following paragraph.

In the event that the State and the Union fail to secure a successor Agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time.

In the event that either party desires to terminate or modify this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth above.

SECTION 2 - Notices

Notices hereunder shall be given by registered or certified mail, and if by the State shall be addressed to the Federation of Physicians and Dentists/AHPE, NUHHCE, AFSCME, AFL-CIO, 1310 Cross Creek Circle, Tallahassee, Florida 32301; and if by the Union shall be addressed to the Department of Management Services, Office of the General Counsel, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

SECTION 3 - Emergencies

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement, as provided above would apply only to those bargaining Unit employees permanently or temporarily assigned to such areas.

Appendix A

SES PHYSICIANS UNIT CLASSES
(Collective Bargaining Unit Designation Code – 80)

CLASS TITLE	CLASS CODE
PHYSICIAN	5278 *
SENIOR PHYSICIAN	5281 *

* Designated as Safety Sensitive for the purposes of drug testing in accordance with Section 112.0455, Florida Statutes, the Drug-Free Workplace Act.

Appendix B

**SES PHYSICIANS UNIT
Dues Checkoff Authorization Form**

Dues Authorization Form for State Employees

Membership dues \$26.50 per bi-weekly pay period or \$27.50 with COPE

Federation of Physicians and Dentists, NUHHCE, AFSCME, AFL-CIO, Dues Authorization

NAME		DED. CODE	DEPARTMENT	DIST/REGION
HOME ADDRESS APT#		CITY	ZIP	HOME PHONE
WORK LOCATION NAME AND ADDRESS			SOCIAL SECURITY NUMBER	
DUES	FULL-TIME EMPLOYEES: PLEASE CHECK YOUR CHOICE		PART-TIME EMPLOYEES: PLEASE CHECK YOUR	
PAYMENT	OPTION 1 - DUES MONTHLY BIWEEKLY		OPTION 1 - DUES MONTHLY BIWEEKLY	
	OPTION 2 - DUES/COPE MONTHLY BIWEEKLY		OPTION 2 - DUES/COPE MONTHLY BIWEEKLY	

The Federation of Physicians and Dentists (FPD) is hereby designated as my agent to represent me with the State of Florida.

I also request and authorize the State to deduct my earnings and transmit to the organization an amount sufficient to provide for regular payment of membership dues as certified from time to time by the organization.

I understand that such deduction is revocable upon thirty (30) days written notice to the employer and FPD, or by my transfer, promotion, or demotion out of this bargaining unit, or by termination of my employment; or pursuant to Section 447.507, Florida Statutes.

I hereby waive any rights and claims for said monies so deducted and transmitted in accordance with this authorization and Indemnity to the state and its agents.

My signature hereto is also authorization for the State to release my social security number in reporting dues deductions.

Dues paid to FPD may not be deducted for federal income tax purposes, however, under limited circumstances, dues may qualify as a business expense.

Signature Membership Date

I hereby authorize the State of Florida to deduct from my earnings one dollar per pay period for a FPD committee on political action (COPE) contribution.

This Authorization is signed voluntarily and with the understanding that the FPD (COPE) is engaged in joint fund-raising efforts with the AFL-CIO and will use such money contributed to make political contributions and expenditures in connection with federal, state and local elections.

I understand that such deduction is revocable upon thirty (30) days written notice to the employer and FPD (COPE). The State shall be absolved of any liability resulting from the collection of such assessment.

Contributions for COPE to FPD are not deductible as charitable contributions for federal income tax purposes (for Option 2 and 4 only).

Signature Voluntary Political Contribution Date

THE FLORIDA SENATE
APPEARANCE RECORD

(Deliver BOTH copies of this form to the Senator or Senate Professional Staff conducting the meeting)

12/19/2011
Meeting Date

Topic Collective Bargaining - Impasse Bill Number _____ (if applicable)
Name Michael Mattimore Amendment Barcode _____ (if applicable)
Job Title Negotiator
Address 906 NORTH MONROE STREET Phone 850-561-3503
Street
Tallahassee Florida 32302 E-mail mmattimore@anblaw.com
City State Zip

Speaking: For Against Information

Representing Department of Management Services
Appearing at request of Chair: Yes No Lobbyist registered with Legislature: Yes No

While it is a Senate tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this meeting. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard.
This form is part of the public record for this meeting. S-001 (10/20/11)

THE FLORIDA SENATE
APPEARANCE RECORD

(Deliver BOTH copies of this form to the Senator or Senate Professional Staff conducting the meeting)

Meeting Date

Topic IMPASSE Resolution Bill Number _____ (if applicable)
Name BEN PATTERSON Amendment Barcode _____ (if applicable)
Job Title ATTORNEY AFSCME Council 79
Address 2610 MILLSTONE PL Rd Phone 904-318-2991
Street
Tallahassee FL 32312 E-mail B.PATTERSON@NETTALLY.COM
City State Zip

Speaking: For Against Information

Representing AFSCME Council 79
Appearing at request of Chair: Yes No Lobbyist registered with Legislature: Yes No

While it is a Senate tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this meeting. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard.
This form is part of the public record for this meeting. S-001 (10/20/11)

THE FLORIDA SENATE
APPEARANCE RECORD

(Deliver BOTH copies of this form to the Senator or Senate Professional Staff conducting the meeting)

Dec. 19, 2011
Meeting Date

Topic Collective Bargaining Bill Number _____ (if applicable)
Name Richard Siwica Amendment Barcode _____ (if applicable)
Job Title Attorney
Address 231 E Colonial Dr. Phone 407 422 1400
Street
Orlando FL 32701 E-mail rsiwica@egaweb.com
City State Zip

Speaking: For Against Information

Representing Florida State Fire Fighters Service Assn.

Appearing at request of Chair: Yes No

Lobbyist registered with Legislature: Yes No

While it is a Senate tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this meeting. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard.

This form is part of the public record for this meeting.

S-001 (10/20/11)

THE FLORIDA SENATE
APPEARANCE RECORD

(Deliver BOTH copies of this form to the Senator or Senate Professional Staff conducting the meeting)

Meeting Date

Topic Collective Bargaining Bill Number _____ (if applicable)
Name Hal Johnson Amendment Barcode _____ (if applicable)
Job Title General Counsel
Address 300 East Broadway Phone (850) 222-3329, ext. 406
Street
Tallahassee FL 32301 E-mail hal@fipba.org
City State Zip

Speaking: For Against Information

Representing Florida Police Benevolent Association, Inc

Appearing at request of Chair: Yes No

Lobbyist registered with Legislature: Yes No

While it is a Senate tradition to encourage public testimony, time may not permit all persons wishing to speak to be heard at this meeting. Those who do speak may be asked to limit their remarks so that as many persons as possible can be heard.

This form is part of the public record for this meeting.

S-001 (10/20/11)

CourtSmart Tag Report

Room: KN 412

Case:

Caption: Joint Select Committee on Collective Bargaining

Type:

Judge:

Started: 12/19/2011 12:02:47 PM

Ends: 12/19/2011 1:00:18 PM

Length: 00:57:32

12:02:51 PM Meeting called to order.
12:02:56 PM Roll call.
12:03:34 PM Opening remarks by Senator Ring.
12:05:20 PM Senators and Representatives introduce themselves.
12:05:38 PM Chairman Ring recognizes Mike Mattimore, Chief Negotiator, to speak to the joint committee.
12:06:00 PM Mike Mattimore makes comments regarding impasse.
12:06:16 PM Continuing to negotiate contracts with unions over the next couple of weeks.
12:06:40 PM Technically everything at issue today is at impasse and believes we'll make headway.
12:07:48 PM Economic issues may require legislative assistance.
12:09:26 PM Bonus issues with agencies - 35% of agencies.
12:09:47 PM Mr. Mattimore discusses economic issues.
12:10:42 PM In recommended budget, health insurance would change.
12:11:41 PM Top economic issues discussed.
12:12:51 PM Health care professionals have requested a 6% cost of living increase and shift differential.
12:13:50 PM Mr. Mattimore presents SES supervisors and attorneys and fire workers.
12:15:37 PM Presents law enforcement issues.
12:17:24 PM Representative Gibbons asks question about AFSCME.
12:17:46 PM Mr. Mattimore responds.
12:18:01 PM Senator Montford asks about governor's proposal and criteria used for evaluation.
12:18:32 PM Mr. Mattimore responds.
12:18:36 PM Senator Montford asks questions about tuition waiver program (space available basis).
12:18:56 PM Mr. Mattimore responds that it's a space available basis and universities and colleges are not reimbursed for that.
12:19:41 PM Senator Montford responds that they aren't and that's there's a cost to the system.
12:19:58 PM Senator Montford asks follow up regarding health insurance costs.
12:20:14 PM Mr. Mattimore responds that the senior management and select exempt would be moved up to Career Service
12:20:42 PM premium costs.
12:20:47 PM Would there be no decrease in coverage?
12:21:00 PM Mr. Mattimore responds that there should be no increase and no reduction in coverage.
12:21:16 PM Mr. Mattimore says there are some initiatives in Gov's recommendations. Special issues in budget for agencies.
12:22:58 PM Mr. Mattimore presents status of Dept. of Lottery.
12:23:12 PM Department presents status quo.
12:23:40 PM Ben Patterson, AFSCME Council 79, recognized to present.
12:24:16 PM AFSCME has requested a 7% across the board increase in salary.
12:24:42 PM There has been one bargaining session, which was held Nov. 4, 2011.
12:25:18 PM Mr. Patterson states there has been no response from the state from the Nov. 4th meeting.
12:25:41 PM Mr. Patterson states last pay raise was in 2006 per the Workforce Report.
12:28:20 PM Mr. Patterson states money for bonuses and increases should be given out equally, not selectively.
12:28:55 PM Representative Gibbons addresses Mr. Patterson.
12:29:14 PM Mr. Patterson replies to cost of living increase question from Representative Gibbons.
12:30:32 PM Representative Clemmons recognized.
12:30:46 PM How many employees are there that make less than \$24,000?
12:31:00 PM Mr. Patterson replied that he would be glad to help, and that there are 2400 employees making \$16K-\$17K per
12:31:22 PM the annual Workforce report.
12:31:26 PM Senator Montford recognized.
12:32:03 PM Chairman Ring recognizes Richard Siwica, Florida State Fire Fighters Services Assoc.
12:32:52 PM Mr. Siwica speaks to collective bargaining issues.
12:33:31 PM Mr. Siwica states there has only been 1 collective bargaining meeting.
12:33:44 PM FSFFSA has agreed on 8 articles.

12:34:33 PM Rely on position statement submitted to committee.
12:34:48 PM Rely on DMS report as support to their proposal.
12:35:29 PM Speaks to voluntary dues check off issue.
12:37:04 PM Health and welfare an issue.
12:37:42 PM Scheduling is an issue (arbitration).
12:38:26 PM Closed cab system is an issue when fighting fires.
12:39:45 PM Average salary for state employees, including firefighters, has declined by \$642.
12:40:06 PM In the private sector, it has increased 4.52%
12:40:59 PM Florida has lowest ratio to employees to citizens and lowest payroll.
12:42:13 PM Lump sum bonus in Dec. 2007, no raises since 2006 and FRS 3% increase in 2011.
12:43:10 PM Representative Ahern recognized.
12:43:25 PM Mr. Siwica responded that two people were killed last year because of the vehicle issue (closed cab).
12:44:01 PM Representative Ahern asked follow up question.
12:44:17 PM Mr. Siwica responded.
12:45:00 PM Senator Garcia recognized.
12:45:06 PM Mr. Siwica responded that the state would be the best to answer.
12:45:26 PM Senator Garcia asked follow up question regarding the closed cab issue.
12:46:22 PM Mr. Siwica responded.
12:46:31 PM Chairman Ring recognizes Hal Johnson, Police Benevolent Association.
12:46:52 PM Hal Johnson, PBA, makes opening statement as to who PBA represents.
12:47:31 PM Mr. Johnson says PBA has taken a conservative approach.
12:47:50 PM Proposes 3% competitive pay adjustment.
12:48:58 PM Proposed a merit step increase.
12:51:16 PM Special compensatory leave issue raised.
12:53:00 PM Would suggest that one size does not fit all - need flexibility to meet needs of each agency.
12:54:57 PM Final issue deals with insurance and retirement benefits.
12:55:54 PM Representative Ahern recognized.
12:56:58 PM Representative Ahern poses question regarding union time.
12:57:21 PM Mr. Johnson responds that the time is for union presidents to attend meetings, etc.
12:58:23 PM Representative Ahern asks follow up question.
12:58:40 PM Mr. Johnson responds.
12:59:07 PM Representative Ahern states the proposal says 160 hours for union business.
12:59:24 PM Mr. Johnson responds.
12:59:51 PM Chairman Ring closes out meeting.
12:59:58 PM Meeting adjourned.



MIKE HARIDOPOLOS
President of the Senate

THE FLORIDA LEGISLATURE

**JOINT SELECT COMMITTEE ON
 COLLECTIVE BARGAINING**

Location
 525 Knott Building

Mailing Address
 404 South Monroe Street
 Tallahassee, Florida 32399-1100
 (850) 487-5177

Legislature's Website: www.leg.state.fl.us



DEAN CANNON
*Speaker of the House of
 Representatives*

December 19, 2011

The Honorable Mike Haridopolos
 President of the Senate
 409 The Capitol
 Tallahassee, Florida 32399

The Honorable Dean Cannon
 Speaker of the House of Representatives
 420 The Capitol
 Tallahassee, Florida 32399

Dear President Haridopolos and Speaker Cannon:

The Joint Select Committee on Collective Bargaining convened December 19, 2011, in Room 412 Knott Building (Pat Thomas Committee Room), for the purpose of providing a public opportunity for all parties involved in unresolved collective bargaining disputes to present arguments to the Florida Legislature, consistent with the provisions of section 447.403, Florida Statutes, and the open meeting provisions of Article III, section 4 of the State Constitution.

Upon conclusion of the presentations, we thanked the participating parties and announced that the Joint Select Committee on Collective Bargaining would take the disputed issues under advisement. Copies of presentations and other pertinent materials have been retained by staff and, for purposes of future public inquiry, are available through the Senate Governmental Oversight and Accountability Committee and the House Government Operations Subcommittee.

Respectfully submitted,

Senator Jeremy Ring
 Co-Chair

Representative Debbie Mayfield
 Co-Chair

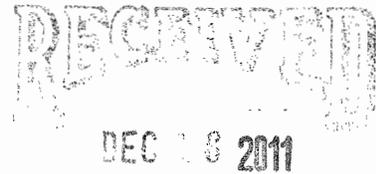


THE FLORIDA SENATE
SENATOR ELLYN SETNOR BOGDANOFF
25th District

COMMITTEES:
Subcommittee on Finance and Tax, *Chair*
Budget
Budget - Subcommittee on Transportation, Tourism,
and Economic Development Appropriations
Communications, Energy, and Public Utilities
Education Pre-K - 12
Governmental Oversight and Accountability
Regulated Industries
Joint Administrative Procedures Committee, Alternating
Chair
Joint Select Committee on Collective Bargaining

December 15, 2011

Senator Jeremy Ring, Chair
Joint Selective Committee on Collective Bargaining
525 Knott Building
404 S. Monroe Street
Tallahassee, FL 32399-1100



RE: Monday December 19, 2011 meeting of the Committee

Dear Chair Ring:

Please excuse my absence from the December 19, 2011 meeting of the Joint Selective Committee on Collective Bargaining

Please do not hesitate to call me with any questions.

Sincerely,

Ellyn Setnor Bogdanoff
State Senator -- District 25
bogdanoff.ellyn.web@flsenate.gov

- cc: Dawn Roberts, Staff Director

REPLY TO:

- 312 Clematis Street, Suite 403, West Palm Beach, FL 33401
- 1845 Cordova Road, Suite 202, Fort Lauderdale, Florida 33316 (954) 467-4205
- 212 Senate Office Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5100

Senate's Website: www.flsenate.gov

MIKE HARIDOPOLOS
President of the Senate

MICHAEL S. "MIKE" BENNETT
President Pro Tempore



THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

COMMITTEES:
Education Pre-K - 12, *Chair*
Budget
Budget - Subcommittee on Education Pre-K - 12
Appropriations
Budget - Subcommittee on Higher Education
Appropriations
Community Affairs
Governmental Oversight and Accountability
Rules
Transportation

JOINT COMMITTEES:
Legislative Auditing Committee
Legislative Budget Commission

SENATOR STEPHEN R. WISE
5th District

December 20, 2011

Senator Mike Haridopolos
President, Florida Senate
409 The Capitol
404 South Monroe Street
Tallahassee, FL 32399

Dear President Haridopolos:

Due to the flu, please excuse my presence from the Jt Select Committee on Collective Bargaining scheduled to meet on Monday, December 19, 2011. I am unable to attend.

I sincerely appreciate your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Stephen R. Wise".

Stephen R. Wise

/da

REPLY TO:

- 1460 Cassat Avenue, Suite B, Jacksonville, Florida 32205 (904) 381-6000 FAX: (904) 381-6040
- 410 Senate Office Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5027

Senate's Website: www.flsenate.gov

MIKE HARIDOPOLOS
President of the Senate

MICHAEL S. "MIKE" BENNETT
President Pro Tempore