



Joint Select Committee on Collective Bargaining

**Representative Fischer, Alternating Chair
Senator Rodrigues, Alternating Chair**

Meeting Packet

**Monday, March 8, 2021
1:00 PM – 3:00 PM
Reed Hall (102 HOB)**

Committee Meeting Notice

HOUSE OF REPRESENTATIVES

Joint Select Committee on Collective Bargaining

Start Date and Time: Monday, March 08, 2021 01:00 pm
End Date and Time: Monday, March 08, 2021 03:00 pm
Location: Reed Hall (102 HOB)
Duration: 2.00 hrs

Actionable Items

Testimony with respect to issues at impasse.

To conduct a public hearing at which the 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.

This meeting will be live-streamed on <https://thefloridachannel.org/>. Persons who wish to attend must register at www.myfloridahouse.gov, and pick up a pass at the Legislative Welcome Center on the 4th Floor of the Capitol beginning one hour before the start of the meeting. Audience seating will be socially distanced and will be available on a first-come, first-served basis. Registration closes three hours before the meeting starts.

NOTICE FINALIZED on 03/01/2021 4:10PM by Denson.Tori



Joint Select Committee on Collective Bargaining

**Materials submitted by:
Department of Lottery**



ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION

906 North Monroe Street • Tallahassee, Florida 32303
Telephone 850-561-3503 • Facsimile 850-561-0332

March 2, 2021

VIA UNITED STATES
& ELECTRONIC MAIL

Joe McVaney
Staff Director
Joint Select Committee on Collective Bargaining
Florida Senate
404 South Monroe Street
Tallahassee, Florida 32399-1100
McVaney.Joe@flsenate.gov

Lance Toliver
Staff Director
Joint Select Committee on Collective Bargaining
Florida House of Representatives
209 House Office Building
402 South Monroe Street
Tallahassee, FL 32399
Lance.Toliver@myfloridahouse.gov

Re: Joint Select Committee on Collective Bargaining

Dear Mr. McVaney and Mr. Toliver:

The Florida Lottery (“Lottery”) has met and negotiated with the Federation of Public Employees (“FPE”). Pursuant to Article 30 of the parties’ 2020-2023 Collective Bargaining Agreement, the FPE reopened Article 12 “Wages” and the Lottery reopened Article 5 “Arbitration – Non-Disciplinary Cases,” Article 14 “Seniority,” and Article 15 “Promotions, Job Postings, Filling Vacancies and New Positions.” The reopened articles are unresolved.

Regarding Article 5, Lottery proposes the addition of an election of remedies provision to promote efficiency, finality, and reduce the cost of litigation. Regarding Article 14, the Lottery proposes the removal of a requirement that it provide at least one (1) month notice to affected staff in the event of a reduction in force, furlough, layoff, or abolishment of the Lottery. Regarding Article 15, the Lottery proposes removal of language requiring an email or similar notification to Lottery

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staff in the event of a new posting or vacancy and, instead, utilizing the Lottery's existing intranet for such postings. The Lottery will continue to negotiate with the FPE in an effort to resolve all outstanding contract articles. A copy of the currently proposed articles by the Lottery are attached hereto.

To date, the Police Benevolent Association ("PBA") has not provided any contract proposals or raised any disputed issues for impasse resolution.

Regards,



J. Wes Gay

Attachment

Article 5

ARBITRATION- NON-DISCIPLINARY CASES

If the grievance is not resolved at Step 3, under Article 4, above, an unrepresented employee or the Federation may submit a written demand for arbitration to the Secretary, or designee, within fourteen (14) days after the receipt of the decision at Step 3.

5.1 (a) The arbitrator may be any impartial person mutually agreed upon by the parties and who is a resident of the State of Florida. If an impartial arbitrator cannot be agreed upon within fourteen (14) days after the demand for arbitration, either party may request the appointment of an arbitrator from a panel of permanent arbitrators maintained by the State (also may substitute PERC, FMCS, or AAA). If the parties obtain a list of arbitrators from any of the above sources, then they alternatively strike and select a single arbitrator to preside as the impartial arbitrator.

- (b) Normally, arbitration hearings will be held at the location where the grievance occurred. If, however, the grievance impacts or involves more than one (1) employee, the arbitration hearing shall normally be conducted in Tallahassee. Otherwise, the selection of the site shall take into account availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors.
- (c) If at the initial step, the Federation exercised its right not to represent the employee because the employee was not a dues paying member of the Federation, the employee may appeal the grievance to arbitration.
- (d) The parties may, by mutual written agreement, submit related grievances for hearing and resolution before the same arbitrator.
- (e) The Lottery and Federation shall attempt to mutually agree in writing as to the statement of the grievance to be resolved by the arbitrator and the relief requested prior to the hearing. In the event the parties fail to agree on the statement of the grievance, the arbitrator will determine the issues to be decided, giving consideration to the written responses presented in Step 2 and 3 of the grievance procedure.
- (f) The arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the American Arbitration Association.
- (g) The decision of the arbitrator, unless mutually waived, shall be issued within thirty (30) days of the close of the hearing.
- (h) The arbitrator shall not be empowered to alter, amend, add to, subtract from, or otherwise alter or supplement any provision of this Agreement, except that the arbitrator may refer to the Lottery's written rules, policies and procedure

and Chapter 24, Florida Statutes. The arbitrator shall have no authority to consider or rule upon any issue which is not submitted to the arbitrator in the parties' statement of the grievance or contained in the grievance documents submitted at Steps 2 and 3.

- (i) The arbitrator may not make any decision that is based upon past practice as defined in the Agreement.

The past practice provision which is contained in the savings provision, provides that "This Agreement, upon execution by the Federation and the Lottery, supersedes and cancels all prior practices and understandings predating this Agreement, except that all pay and benefit provisions, work rules, and regulations set forth in Lottery policy and applicable portions of Chapter 24, Florida Statutes, which were in effect prior to the effective date of this Agreement, which were not specifically modified by this Agreement shall be binding on the parties and bargaining unit members during the term of this Agreement.

- j) The arbitrator may not make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the Lottery under the Constitution of the State of Florida or under any applicable laws or rules and regulations, except as such powers, duties, and responsibilities have been lawfully abridged, delegated, or modified by an express provision of this Agreement.
- (k) The arbitrator may not conduct any ex parte hearing or render an ex parte decision.
- (l) Where there is an issue regarding arbitrability, the parties agree that the issue will be resolved separate and apart from the merits of the grievance. Issues of arbitrability shall be resolved by the arbitrator prior to the consideration of the substantive merits of the grievance. Should the matter be found to be arbitrable, either party may request the selection of another arbitrator to consider the substantive merits of the grievance.
- (m) The reasonable fees and expenses of the arbitrator shall be borne solely by the party that does not prevail in the arbitration proceeding. The cost of a transcript of the arbitration proceeding shall be borne by the party requesting it, unless both parties agree that a transcript is necessary, then the cost of the transcript shall be equally divided between the Lottery and the Federation or the employee. Each party shall be responsible for compensating and paying the expense of its own representatives, witnesses, and attorneys.
- (n) This Agreement shall be administered within the amounts appropriated by the state Legislature. The arbitrator shall have no power or authority to order the Lottery to bear any expense, debt, cost, or liability which would result, directly or indirectly, in the Lottery exceeding the amounts initially appropriated by the state legislature. However, if the impact of the arbitration award exceeds the

funds initially appropriated to the Lottery by the Legislature, the Lottery will seek, if necessary, a budget amendment or provision in the next fiscal year budget to cover the amount of the award.

- (o) The parties are not obligated to process a grievance concerning any matter where the dispositive facts occurred after the expiration of the agreement.
- (p) The arbitrator's decision shall be final and binding on the parties' subject to the provisions of Chapter 682, Florida Statutes, only with regard to those non-disciplinary matters covered by the Agreement. The arbitrator shall have no authority to restrict the discretion of the Secretary, as otherwise granted by law or the Lottery policy, unless such authority is modified by this Agreement.
- (q) The arbitrator's award may include the payment of back pay or benefits, however, the award shall not exceed the actual loss to the grievant.
- (r) The Federation will not be responsible for the cost of an arbitration if it exercised its right to refuse to represent the employee because the employee was not a dues-paying member of the Federation or the employee chose not to be represented by the Federation. In this event the employee shall be responsible for the payment of arbitration costs to the same extent as those which would have been attributable to the Federation under this Agreement.
- (s) Employee performance evaluations shall be processed exclusively through People First according to Lottery policy rather than under the provisions of this Agreement.

5.2 Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Federation or a member to request arbitration (1) on behalf of any member without his or her consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before another government board or agency, or court proceeding, brought by an individual member or group of members, or by the Federation. If the subject of a pending arbitration is filed in any other forum, including but not limited to a civil action or by filing of a complaint with any state or federal administrative agency, the arbitrator shall immediately be divested of jurisdiction and the grievant cannot proceed to arbitration.

Article 14 SENIORITY

- 14.1 Seniority shall be defined as the total length of continuous service with the Lottery, beginning with the original date of hire. Continuous service is defined as employment without a break in service. A break in service due to a layoff is continuous service if the employee is re-employed by the State within twelve (12) calendar months from the date of separation. A break in service for resignation or reasons other than a layoff is continuous service if the employee returns to work within thirty-one (31) days from the last date worked prior to separation.
- ~~14.2 At least one (1) month, if possible, prior to any proposed reduction in workforce, furlough, layoff, abolishment of the Lottery, a division or job classification, the Lottery shall notify the Federation and the parties shall meet in order to explore alternatives.~~
- 14.3 ~~14.2~~ The parties agree to reopen, at the request of either party, the subject of whether seniority will be considered as a factor in a reduction in force, layoff and recall.
- 14.4 ~~14.3~~ Seniority within the organizational unit shall be considered, but is not controlling, to govern the use of regular compensatory time, annual and holiday leave, the choice of work shifts, routes, and the opportunity to work overtime. The parties agree that, when the Lottery determines to change an employee's work shift or route assignment, the employee's seniority shall be considered, but is not controlling, to retain the current work shift or route assignment. In the event employees have the same seniority date, then those employees' names shall be drawn by chance to determine the employee having the next applicable selection. Employees shall lose their seniority as a result of termination, retirement, or the unauthorized failure to return from military, family, medical, or any other type of leave defined in the Agreement or Lottery rules, whether such leave is compensated or not. "Unauthorized" means the failure to secure Lottery approval.

Article 15

PROMOTIONS, JOB POSTING, FILLING VACANCIES AND NEW POSITIONS

- 15.1 ~~According to Lottery policy, vacant positions that are advertised in People First will be available for bargaining unit employees to apply. In the event of a vacancy, creation of a new position, or promotional opportunity within the bargaining unit, the Lottery shall post or otherwise notify employees. Where possible, the notification shall be advertised for seven (7) consecutive calendar days and include a summary of the job description, rate of pay and deadline for submitting an application.~~
- 15.2 ~~Lottery employees shall be considered for promotions within the bargaining unit before non-Lottery employees. Seniority will be considered as a factor in filling a position.~~
- 15.3 ~~15.2~~ Promotion is defined as an increase from an employee's current pay grade to a higher level pay grade.



Joint Select Committee on Collective Bargaining

**Materials submitted by:
Department of Management Services**



4050 Esplanade Way, Suite 235
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

March 2, 2021

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

Re: Impasse of Collective Bargaining Negotiations for Fiscal Year 2021-2022 between the State of Florida and Bargaining Agents Representing State Employees

Dear Committee Members:

We have enclosed the materials requested by the Joint Committee on Collective Bargaining for its public hearing scheduled for March 8, 2021. The materials include an overview of the 13 collective bargaining units comprised of State Personnel System employees and represented by six bargaining agents, the state's notice of impasse to the Florida Legislature, status sheets detailing those contract articles currently at impasse, the most recent state and union proposals for each contract article at impasse, and the state's costing of the union proposals.

Thank you for the opportunity to present this information to the Committee. If you have questions or concerns, please contact me at (850) 561-3503, or Maryellen McDonald, Assistant General Counsel for the Department of Management Services, at (850) 414-7646.

Respectfully submitted,


Michael Mattimore
Chief Labor Negotiator

MM/abg

Enclosures



4050 Esplanade Way, Suite 235
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor

March 2, 2021

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

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

Re: Collective Bargaining Impasse

Dear President Simpson and Speaker Sprowls:

As indicated in our letter of January 28, 2021, an impasse has occurred in the collective bargaining negotiations between the Governor and the six employee associations representing 13 bargaining units of state employees.

In accordance with section 447.403(5), Florida Statutes, we have enclosed lists of the collective bargaining contract articles on which agreement was reached and on which agreement has not been reached as of the date of this letter. We are continuing negotiations with the bargaining unit agents and will inform you of agreements reached on any of the listed impasse articles.

If you have questions or concerns, please contact me at (850) 561-3503, or Maryellen McDonald, Assistant General Counsel for the Department of Management Services, at (850) 414-7646.

Sincerely,

Michael Mattimore
Chief Labor Negotiator

MM/abg

Enclosures

cc: Donna M. Poole, Chair, Public Employees Relations Commission
Chris Spencer, Policy Director, Executive Office of the Governor
Tami Fillyaw, Chief of Staff, Department of Management Services
Katie Parrish, Deputy Secretary of Workforce Operations, Department of Management Services
William Chorba, General Counsel, Department of Management Services
Sharon Larson, Director, State Human Resource Management, Department of Management Services
Cody Farrill, Deputy Chief of Staff, Department of Management Services
Collective Bargaining Agent Representatives



Office of the General Counsel
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-487-1082

Ron DeSantis, Governor

January 28, 2021

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

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

Re: Notification of Collective Bargaining Impasse

Dear President Simpson and Speaker Sprowls:

An impasse has occurred in the collective bargaining negotiations between the Governor and the six employee associations representing 13 bargaining units of state employees, pursuant to section 216.163(6), Florida Statutes. We will continue to negotiate in the coming weeks in an effort to reach agreement on as many unresolved issues as possible and will submit information regarding those we cannot resolve no later than March 2, 2021, pursuant to section 447.403(5), Florida Statutes.

If you have questions or concerns, please contact me at (850) 561-3503, or Maryellen McDonald, Assistant General Counsel for the Department of Management Services, at (850) 414-7646.

Sincerely,

Michael Mattimore
Chief Labor Negotiator

MM/abg

cc: Donna M. Poole, Chair, Public Employees Relations Commission
Chris Spencer, Policy Director, Executive Office of the Governor
Jonathan R. Satter, Secretary, Department of Management Services
Tami Fillyaw, Chief of Staff, Department of Management Services
Katie Parrish, Deputy Secretary, Department of Management Services
William Chorba, General Counsel, Department of Management Services
Sharon Larson, Director, State Human Resource Management, Department of Management Services
Cody Farrill, Deputy Chief of Staff, Department of Management Services
Collective Bargaining Agent Representatives

**Governor's Recommended Budget:
Section 8**

SECTION 8. EMPLOYEE COMPENSATION AND BENEFITS - FISCAL YEAR 2021-2022

ALL PROVISIONS OF THIS SECTION ARE SUBJECT TO COLLECTIVE BARGAINING LAW AND LEGISLATIVE APPROPRIATION

Statement of Purpose: This section provides instructions for implementing the Fiscal Year 2021-2022 salary and benefit adjustments provided in this act. All allocations, distributions, and uses of these funds are to be made in strict accordance with the provisions of this act and chapter 216, Florida Statutes.

(1) ELECTED OFFICERS, FULL-TIME MEMBERS OF COMMISSIONS AND OTHER DESIGNATED EMPLOYEES

(a) The elected officers, members of commissions, and designated employees shall be paid at the annual rate, listed below, for the 2021-2022 fiscal year; however, these salaries may be reduced on a voluntary basis.

7/01/2021

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| | |
|--|---------|
| Governor..... | 134,181 |
| Lieutenant Governor..... | 128,597 |
| Chief Financial Officer..... | 132,841 |
| Attorney General..... | 132,841 |
| Agriculture, Commissioner of..... | 132,841 |
| Supreme Court Justice..... | 227,218 |
| Judges - District Courts of Appeal..... | 174,641 |
| Judges - Circuit Courts..... | 165,509 |
| Judges - County Courts..... | 156,377 |
| State Attorneys..... | 174,641 |
| Public Defenders..... | 174,641 |
| Commissioner - Public Service Commission..... | 135,997 |
| Public Employees Relations Commission Chair..... | 100,723 |
| Public Employees Relations Commission Commissioners..... | 47,753 |
| Commissioner - Parole..... | 95,506 |
| Criminal Conflict and Civil Regional Counsels..... | 118,450 |

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None of the officers, commission members, or employees whose salaries have been fixed in this section shall receive any supplemental salary or benefits from any county or municipality.

(2) BENEFITS: HEALTH, LIFE, AND DISABILITY INSURANCE

(a) State Life Insurance and State Disability Insurance

Funds are provided in each agency's budget to continue paying the state share of the current State Life Insurance Program and the State Disability Insurance Program premiums.

(b) State Health Insurance Plans and Benefits

1. For the period July 1, 2021, through June 30, 2022, the Department of Management Services shall continue within the State Group Insurance Program State Group Health Insurance Standard Plans, State Group Health Insurance High Deductible Plans, State Group Health Maintenance Organization Standard Plans, and State Group Health Maintenance Organization High Deductible Plans.

2. For the period July 1, 2021, through June 30, 2022, the benefits provided under each of the plans shall be those benefits as provided in the current State Employees' PPO Plan Group Health Insurance Plan Booklet and Benefit Document, and current Health Maintenance Organization contracts and benefit documents, including any revisions to such health benefits approved by the Legislature.

3. Beginning January 1, 2022, for the 2022 plan year, each plan shall continue the benefits for occupational therapy authorized for the 2021 plan year.

4. Effective July 1, 2021, the state health insurance plans, as defined in subsection (2)(b), shall limit plan participant cost sharing (deductibles, coinsurance, and copayments) for covered in-network medical services, the amount of which shall not exceed the annual cost sharing limitations for individual coverage or for family coverage as provided by the U.S. Department of Health and Human Services pursuant to the provisions of the federal Patient Protection and Affordable Care Act

of 2010 and the Internal Revenue Code. Medical and prescription drug cost sharing amounts incurred by a plan participant for covered in-network services shall be aggregated to record the participant's total amount of plan cost sharing limitations. The plan shall pay 100 percent of covered in-network services for a plan participant during the applicable calendar year once the federal cost share limitations are reached.

5. A participant has the option to receive a covered immunization from a participating provider pursuant to a participant's current State Employees' PPO Plan Group Health Insurance Plan Booklet and Benefit Document, a participating provider pursuant to a participant's current Health Maintenance Organization contract and benefits document, or a participating pharmacy in the State Employees' pharmacy benefit manager's network.

6. Effective July 1, 2021, the Division of State Group Insurance shall amend its health benefits contracts to allow service delivery through telehealth.

7. The high deductible health plans shall continue to include an integrated Health Savings Account (HSA). Such plans and accounts shall be administered in accordance with the requirements and limitations of federal provisions related to the Medicare Prescription Drug Improvement and Modernization Act of 2003. The state shall make a monthly contribution to the employee's health savings account, as authorized in section 110.123(12), Florida Statutes, of \$41.66 for employees with individual coverage and \$83.33 for employees with family coverage.

(c) State Health Insurance Premiums for the Period July 1, 2021, through June 30, 2022.

1. State Paid Premiums

a. For the coverage period beginning August 1, 2021, the state share of the State Group Health Insurance Standard and High Deductible Health Plan premiums to the executive, legislative and judicial branch agencies shall continue at \$763.46 per month for individual coverage and \$1,651.08 per month for family coverage.

b. Funds are provided in each state agency and university's budget to continue paying the state share of the State Group Health Insurance Program premiums for the fiscal year.

c. The agencies shall continue to pay premiums on behalf of employees who have enhanced benefits as follows, including those employees participating in the Spouse Program in accordance with section 60P-2.0036, Florida Administrative Code, and those employees filling positions with "agency pay-all" benefits.

d. For the coverage period beginning August 1, 2021, the state share of the State Group Health Insurance Standard Plan Premiums to the executive, legislative, and judicial branch agencies for employees with enhanced benefits, excluding the Spouse Program, shall continue to be \$805.12 per month for individual coverage and \$1,801.08 per month for family coverage.

e. For the coverage period beginning August 1, 2021, the state share of the State Group Health Insurance Standard Plan Premiums to the executive, legislative and judicial branch agencies, for each employee participating in the Spouse Program shall continue to be \$900.54 per month for family coverage.

f. For the coverage period beginning August 1, 2021, the state share of the State Group Health Insurance High Deductible Plan Premiums to the executive, legislative, and judicial branch agencies for employees with enhanced benefits, excluding the Spouse Program, shall continue to be \$770.12 per month for individual coverage and \$1,685.38 per month for family coverage.

g. For the coverage period beginning August 1, 2021, the state share of the State Group Health Insurance High Deductible Plan Premiums to the executive, legislative and judicial branch agencies, for each employee participating in the Spouse Program shall continue to be \$842.70 per month for family coverage.

2. Premiums Paid by Employees

a. For the coverage period beginning August 1, 2021, the employee share

of the health insurance premiums for the standard plans shall continue to be \$50 per month for individual coverage and \$180 per month for family coverage.

b. For the coverage period beginning August 1, 2021, the employee share of the health insurance premium for the high deductible health plans shall continue to be \$15 per month for individual coverage and \$64.30 per month for family coverage.

c. For the coverage period beginning August 1, 2021, the employee share of the health insurance premium for the standard plan and the high deductible plan shall continue to be \$8.34 per month for individual coverage and \$30 per month for family coverage for employees filling positions with "agency pay-all" benefits.

d. For the coverage period beginning August 1, 2021, the employee share of the health insurance premiums for the standard plans and the high deductible plans shall continue to be \$15 per month for each employee participating in the Spouse Program in accordance with section 60P-2.0036, Florida administrative Code.

3. Premiums paid by Medicare Participants

a. For the coverage period beginning August 1, 2021, the monthly premiums for Medicare participants participating in the State Group Health Insurance Standard Plan shall continue to be \$430.18 for "one eligible", \$1,243.63 for "one under/one over", and \$860.35 for "both eligible."

b. For the coverage period beginning August 1, 2021, the monthly premiums for Medicare participants participating in the State Group Health Insurance High Deductible Plan shall continue to be \$324.26 for "one eligible", \$1,061.06 for "one under/one over", and \$648.52 for "both eligible."

c. For the coverage period beginning August 1, 2021, the monthly premiums for Medicare participants enrolled in a Health Maintenance Organization Standard Plan or High Deductible Health Plan or a Medicare Advantage Plan shall be equal to the negotiated monthly premium for the selected state-contracted Health Maintenance Organization or selected state-contracted plan.

4. Premiums paid by "Early Retirees"

a. For the coverage period beginning August 1, 2021, an "early retiree" participating in the State Group Health Insurance Standard Plan shall continue to pay a monthly premium equal to 100 percent of the total premium charged (state and employee contributions) for an active employee participating in the standard plan with the same coverage.

b. For the coverage period beginning August 1, 2021, an "early retiree" participating in the State Group Health Insurance High Deductible Plan shall continue to pay a monthly premium equal to \$736.80 for individual coverage and \$1,632.05 for family coverage.

5. Premiums paid by COBRA participants

a. For the coverage period beginning August 1, 2021, a COBRA participant participating in the State Group Health Insurance Program shall continue to pay a premium equal to 102 percent of the total premium charged (state and employee contributions) for an active employee participating in the same plan option.

(d) The state Employees' Prescription Drug Program shall be governed by the provisions of section 110.12315, Florida Statutes. Under the State Employees' Prescription Drug Program, the following shall apply:

1. Effective July 1, 2021 through June 30, 2022, for the purpose of encouraging an individual to change from brand name drugs to generic drugs, the department may continue to waive co-payments for a six month supply of a generic statin or a generic proton pump inhibitor.

2. The State Employees' Prescription Drug Program shall provide coverage for smoking cessation prescription drugs; however, members shall be responsible for appropriate co-payments and deductibles when applicable.

(3) OTHER BENEFITS

(a) The following items shall be implemented in accordance with the

provisions of this act and with the applicable negotiated collective bargaining agreement:

1. The state shall provide up to six (6) credit hours of tuition-free courses per term at a state university, state college or community college to full-time employees on a space available basis as authorized by law.
2. The state shall continue to reimburse, at current levels, for replacement of personal property.
3. Each agency, at the discretion of the agency head, may expend funds provided in this act for bar dues and for legal education courses for employees who are required to be a member of the Florida Bar as a condition of employment.
4. The state shall continue to provide, at current levels, clothing allowances and uniform maintenance and shoe allowances.

(b) All state branches, departments, and agencies which have established or approved personnel policies for the payment of accumulated and unused annual leave, shall not provide payment which exceeds a maximum of 480 hours of actual payment to each employee for accumulated and unused annual leave.

(c) Upon termination of employees in the Senior Management Service, Selected Exempt Service, or positions with comparable benefits, payments for unused annual leave credits accrued on the member's last anniversary date shall be prorated at 1/12th of the last annual amount credited for each month, or portion thereof, worked subsequent to the member's last anniversary date.

(4) PAY ADDITIVES AND OTHER INCENTIVE PROGRAMS

The following pay additives and other incentive programs are authorized for the 2021-2022 fiscal year from existing agency resources consistent with provisions of sections 110.2035 and 216.251, Florida Statutes, the applicable rules promulgated by the Department of Management Services and negotiated collective bargaining agreements.

(a) Each agency is authorized to continue to pay, at the levels in effect on June 30, 2021, on-call fees and shift differentials as necessary to perform normal operations of the agency.

(b) Each agency that had a training program in existence on June 30, 2021, which included granting pay additives to participating employees, is authorized to continue such training program for the 2021-2022 fiscal year. Such additives shall be granted under the provisions of the law administrative rules, and collective bargaining agreements.

(c) Each agency is authorized to continue to grant temporary special duties absent coworker pay additives to employees assigned additional duties as a result of another employee being absent from work pursuant to the Family Medical Leave Act or authorized military leave.

(d) Each agency is authorized to grant temporary special duties general pay additives to employees assigned temporary duties and responsibilities not customarily assigned to the position when: an employee is temporarily assigned additional duties of a coworker who is absent for reasons other than FMLA or authorized Military leave; an employee is temporarily assigned to, and performs a major portion of the duties of a vacant position; an employee is temporarily assigned additional duties of a higher-level position, and performs a major portion of the duties of the higher-level position; or an employee is temporarily assigned additional duties for a special project or assignment outside of the regular job duties. These additives shall only be used when the need is justified and documented, and shall be removed or adjusted if there is a change in the conditions upon which they were granted.

(e) Contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to continue to grant temporary special duties pay additives, of up to 15 percent of the employee's base rate of pay, to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

(f) Contingent upon the availability of funds, and at the agency head's discretion, each agency is authorized to grant competitive pay

adjustments to address retention, pay inequities, or other staffing issues. The agency is responsible for retaining sufficient documentation justifying adjustments provided herein.

(g) 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 60L-35, Florida Administrative Code, or a similar performance evaluation applicable to other pay plans. The Chief Justice may exempt judicial branch employees from the performance evaluation requirements of this paragraph.

(h) The Fish and Wildlife Conservation Commission is authorized to continue to grant temporary special duty pay additives to law enforcement officers who perform additional duties as K-9 handlers, regional recruiters/media coordinators, and breath test operators/inspectors, and may grant temporary special duty pay additives to law enforcement officers who perform additional duties as offshore patrol vessel crew members, special operations group members, and long-term covert investigations.

(i) The Fish and Wildlife Conservation Commission is authorized to continue to grant critical market pay additives to employees residing in and assigned to Broward County, Collier County, Lee County, Miami-Dade County, and Monroe County, at the levels in effect on June 30, 2020. These pay additives shall be granted only during the time in which the employee resides in, and is assigned duties within, these counties. In no instance may the employee receive an adjustment to the employee's base rate of pay and a critical market pay additive based on the employee residing in and being assigned in the specified counties.

(j) The Department of Highway Safety and Motor Vehicles is authorized to continue to grant critical market pay additives to sworn law enforcement officers residing in and assigned to Alachua, Baker, Brevard, Charlotte, Clay, Collier, Duval, Escambia, Flagler, Hillsborough, Lee, Manatee, Marion, Nassau, Orange, Osceola, Pasco, Pinellas, Santa Rosa, Sarasota, St. Johns, or Volusia counties at \$5,000.

These pay additives shall be granted only during the time in which the employee resides in, and is assigned duties within, these counties. In no instance may the employee receive an adjustment to the employee's base rate of pay and a critical market pay additive based on the employee residing in and being assigned in the specified counties.

(k) The Department of Highway Safety and Motor Vehicles is authorized to continue to grant critical market pay additive to sworn law enforcement officers residing in and assigned to Monroe County at \$3,000. This pay additive shall be granted only during the time in which the employee resides in, and is assigned duties within, this county. In no instance may the employee receive an adjustment to the employee's base rate of pay and a critical market pay additive based on the employee residing in and being assigned in the specified county.

(l) The Department of Highway Safety and Motor Vehicles is authorized to continue to grant critical market pay additives to non-sworn Florida Highway Patrol personnel residing in and assigned to Broward County or Miami-Dade County, at \$1,300. These pay additives shall be granted only during the time in which the employee resides in, and is assigned duties within, these counties.

(m) The Department of Highway Safety and Motor Vehicles is authorized to continue to grant temporary special duties pay additives of \$2,000 for law enforcement officers who perform additional duties as K-9 handlers; felony officers; criminal interdiction officers; criminal investigation and intelligence officers; new recruit background checks and training, and technical support officers; drug recognition experts; hazardous material squad members; compliance investigation squad members; motorcycle squad members; Quick Response Force Team; Honor Guard; or Florida Advanced Investigation and Reconstruction Teams.

(n) The Department of Highway Safety and Motor Vehicles is authorized to continue to grant a pay additive of \$162.50 per pay period for law enforcement officers assigned to the Office of Motor Carrier Compliance who maintain certification by the Commercial Vehicle Safety Alliance.

(o) The Department of Corrections is authorized to continue to grant hazardous duty pay additives for those employees assigned to the Department of Corrections institutions' Rapid Response Teams (including the baton, shotgun, and chemical agent teams) or the Correctional Emergency Response Teams.

(p) The Department of Corrections is authorized to continue to grant a temporary special duties pay additive of up to 10 percent of the employee's base rate of pay for each certified correctional officer (class code 8003); certified correctional officer sergeant (class code 8005); certified correctional officer lieutenant (class code 8011), and certified correctional officer captain (class code 8013). For purposes of determining eligibility for this special pay additive, the term "certified" means the employee has obtained a correctional mental health certification as provided through the department. To be certified, a correctional officer must: (a) initially complete 5 courses consisting of a total of 54 hours of instruction taught by a department instructor with a correctional officer behavioral mental health certification through the American Correctional Association; (b) upon completing that instruction, satisfactorily pass a department examination; and (c) twice each year satisfactorily complete 16 additional hours of training and an examination, including in the year the correctional officer satisfies (a) and (b). The courses and training must educate correctional officers in identifying symptoms of mental illness in prisoners while helping to foster a safer environment for inmates with mental illness. Such additive may be awarded only during the time the certified officer is employed in an assigned mental health unit post.

(q) The Department of Corrections is authorized to continue to grant a one-time \$1,000 hiring bonus to newly-hired correctional officers (class code 8003) who are hired to fill positions at a correctional institution that had a vacancy rate for such positions of more than 10 percent for the preceding calendar quarter. The bonus may not be awarded before the officer obtains his or her correctional officer certification. Current employees and former employees who have had a break in service with the Department of Corrections of 31 days or less are not eligible for this bonus.

(r) The Department of Corrections is authorized to continue to grant a one-time \$1,000 hiring bonus to newly hired teachers and instructors (class codes 1313, 1315, 4133, 8085, 8093, 9095) at a correctional institution. Current employees and former employees who have had a break in service with the Department of Corrections of 31 days or less are not eligible for this bonus.

(s) The Department of Children and Families is authorized to continue to grant a temporary special duties pay additive of five percent of the employee's base rate of pay to:

1. All employees in the Human Services Worker I, Human Services Worker II, and Unit Treatment and Rehabilitation Specialist classes who work within the 13-1E, 13-1W, 32N, or 32S living areas at the Northeast Florida State Hospital. Such additive may be awarded only during the time the employees work within those living areas at the Northeast Florida State Hospital.

2. All employees in the Human Services Worker I, Human Services Worker II, and Unit Treatment and Rehabilitation Specialist classes who work within the Specialty Care Unit or Medical Services Unit at the Florida State Hospital. Such additive may be awarded only during the time those employees work within the Specialty Care Unit or Medical Services Unit at the Florida State Hospital.

3. All employees in Child Protective Investigator and Senior Child Protective Investigator classes who work in a weekend unit. Such additive may be awarded only during the time such employees work in a weekend unit.

4. All Adult Registry Counselors who work in a weekend unit at the Abuse Hotline. Such additive may be awarded only during the time such employees work in a weekend unit.

(t) The Department of Financial Services is authorized to continue to grant temporary special duties pay additives of \$2,000 for law enforcement officers who perform additional duties as K-9 handlers.

SECTION 9. The nonrecurring reductions of \$706,923,283 in General Revenue, \$132,377,419 in trust funds, and 34 FTE and \$745,049 in salary rate are for the 2020-2021 fiscal year to the state agency or branch of government indicated. These reductions in appropriations shall be reflected as adjustments to the approved operating budgets, as previously adjusted for lawful budget amendments, of the state agencies or branches of government.



SUBJECT

Descriptions and Statistics of the State Personnel System (SPS) Collective Bargaining Units for Fiscal Year 2021-2022 Reopener Negotiations

BACKGROUND

Chapter 447, Florida Statutes (F.S.), the state's collective bargaining law, designates the Governor as the "public employer" and "chief executive officer" with respect to collective bargaining with the six employee labor organizations/bargaining agents representing 13 bargaining units of SPS employees. Pursuant to section 20.22(3), F.S., the Department of Management Services (DMS) oversees the representation of the Governor as the public employer in collective bargaining negotiations.

SPS COLLECTIVE BARGAINING UNIT DESCRIPTIONS

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

The AFSCME Master Contract covers four bargaining units:

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

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

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

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

Federation of Physicians and Dentists – SES Physicians Unit

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



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

Includes non-professional supervisory employees in the Selected Exempt Service. All state agencies except the Florida Commission on Offender Review employ members of this unit.

Federation of Physicians and Dentists State Employees Attorneys Guild – SES Attorneys Unit

Includes 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. All agencies except the Departments of Citrus, Legal Affairs, Veterans' Affairs, and the School for the Deaf and Blind employ members of this unit.

Florida Nurses Association – Professional Health Care Unit

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

Florida State Fire Service Association – Fire Service Unit

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

Florida State Lodge Fraternal Order of Police, Inc. – Special Agent Unit

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

Police Benevolent Association – Law Enforcement Unit

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



Police Benevolent Association – Florida Highway Patrol Unit

Includes Career Service sworn law enforcement officers of the Department of Highway Safety and Motor Vehicles.

Police Benevolent Association – Security Services Unit

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

SPS COLLECTIVE BARGAINING UNIT STATISTICS

The following chart reflects employee representation and union membership (dues paying employees) within the SPS as of February 19, 2021.

| Labor Organization | Collective Bargaining Unit | Employees Represented | Total Dues Paying Employees | Percent | Non-Dues Paying Employees | Percent |
|---|----------------------------------|-----------------------|-----------------------------|--------------|---------------------------|--------------|
| American Federation of State, County and Municipal Employees | Administrative and Clerical | 12,438 | -- | -- | -- | -- |
| | Operational Services | 2,810 | -- | -- | -- | -- |
| | Human Services | 6,064 | -- | -- | -- | -- |
| | Professional | 30,724 | -- | -- | -- | -- |
| | Total | 52,036 | 1,792 | 3.4% | 50,244 | 96.6% |
| Federation of Physicians and Dentists | SES Physicians | 150 | 9 | 6.0% | 141 | 94.0% |
| | SES Supervisory Non-Professional | 1,151 | 3 | 0.3% | 1,148 | 99.7% |
| | SES Attorneys | 830 | 5 | 0.6% | 825 | 99.4% |
| | Total | 2,131 | 17 | 0.8% | 2,114 | 99.2% |
| Florida Nurses Association | Professional Health Care | 2,957 | 138 | 4.7% | 2,819 | 95.3% |
| Florida State Fire Service Association | Fire Services | 616 | 141 | 22.9% | 475 | 77.1% |
| Florida State Lodge Fraternal Order of Police | Special Agent | 326 | 108 | 33.1% | 218 | 66.9% |
| Police Benevolent Association | Law Enforcement | 1,271 | 506 | 39.8% | 765 | 60.2% |
| | Highway Patrol | 1,799 | 992 | 55.1% | 807 | 44.9% |
| | Security Services | 20,394 | 5,897 | 28.9% | 14,497 | 71.1% |
| | Total | 23,464 | 7,395 | 31.5% | 16,069 | 68.5% |
| Total | | 81,530 | 9,591 | 11.8% | 71,939 | 88.2% |



**The State of Florida and the American Federation of State, County and Municipal Employees
AFL-CIO (AFSCME)
Administrative and Clerical, Operational Services, Human Services, and Professional Units
FY 2021 – 2022 Collective Bargaining Reopener Negotiations**

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 2, 2021

The parties have tentatively agreed to revisions for the following article(s):

Article 27 – Health Insurance (However, Employee Premiums Remain Unchanged)

The parties have tentatively agreed that the following article(s) will remain Status Quo:

None

The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:

Article 7 – Discipline

Article 8 – Workforce Reduction

Article 16 – Vacant (Union proposed to repurpose as “Telecommuting”)

Article 25 – Wages

REFERENCE

A copy of the current AFSCME Master Contract (Four Units) can be found at the following link:

[AFSCME Successor Master Contract Effective 1-27-21 -- 6-30-23.pdf \(myflorida.com\)](#)

American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79

**Units: Human Services, Professional, Operational Services and Administrative
and Clerical - State Personnel System**

Current Three-Year Agreement Expires: June 30, 2023

Status of Collective Bargaining Negotiations as of: February 19, 2021

Fiscal Year 2021-2022 Reopener Agreement Negotiations

Each party may open up to 3 Articles plus Wages and Insurance Benefits

Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------|-----------------------|--|---|
| 7 - Discipline | 11/9/20: No Proposal. | 11/9/20: Section 3(C) - removes "The relevance of prior reprimands in the consideration of subsequent discipline shall be determined by the nature and seriousness of the prior offense and the time that has elapsed since the offense." Adds: "Oral reprimands shall be considered invalid if the employee is not disciplined for the same offense during the succeeding 12 months. Written reprimands will be considered invalid provided the employee is not disciplined for the same offense during the succeeding 24 months, and the written reprimand was not for an offense which could have resulted in the employee's dismissal." | This language was first introduced to the 1987-1990 Master Contract and was removed after the 1998-2001 Contract. Current contract language provides that oral reprimands are not considered official discipline. As such, they are not to be placed in the employee's personnel file. Altering this process would create an unnecessary workload on agencies. |
| (continued below) | | (continued below) | (continued below) |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|-----------------------|------------------------|---|
| 7 - Discipline (continued from above) | | (continued from above) | (continued from above) |
| | | | To categorically invalidate reprimands after a period of time would prevent the State from using these actions to justify higher levels of discipline. It undermines an agency's ability to take action against an employee for similar behavior occurring in the future. This potentially places an agency at risk of legal action if the same or similar offense occurs in the future and it is perceived that the agency ignored a pattern of misconduct and did not take previous action to correct it. |
| (continued below) | | (continued below) | (continued below) |

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|--|---|--|---|
| 7 - Discipline (continued from above) | 1/11/21: No Proposal. 1/25/21: Counter Proposal of Status Quo. | (continued from above) Adds: new Section 3(E) - "All Counselings, Oral and Written Reprimands shall not be used to deny Agency discretionary increases, promotions, or transfers." 1/11/21: No Revised Proposal. | (continued from above) Consideration of employee conduct is critical to management in making decisions regarding discretionary increases, promotions, and transfers. |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|------------------------------|--|--|
| <p>8 - Workforce Reductions</p> <p>(continued below)</p> | <p>11/9/20: No Proposal.</p> | <p>11/9/20: Section 2 - revises language that would provide an employee facing a layoff as a result of a workforce reduction would have the "right to a position" with any agency for a vacancy for which the employee is qualified.</p> <p>Removes the sentence "At its discretion, an agency may provide for additional first interview opportunities."</p> <p>Adds a sentence that says "Should two or more employees have equal comparative merit, demonstrated skills, experience, the employee with the longest length of service shall be offered the position."</p> <p>(continued below)</p> | <p>It is problematic to provide a laid off employee an absolute right to a vacant position and to remove agency discretion. This proposal essentially takes hiring authority away from the agency and eliminates the agency's ability to select the most qualified candidates.</p> |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|--|--|--|
| 8-Workforce Reductions (continued from above) | | (continued from above) | (continued from above) |
| | 1/11/21: No Proposal. | received by the agency within seven calendar days after the start in the new position. Removes "after a first interview" in the proposed Section 4(D) to conform with other proposed edits to this section. 1/11/21: No Revised Proposal. | flexibility to select the best candidate to fill a particular vacancy. |
| | 1/25/21: Counter Proposal of Status Quo. | | |
| | 2/19/21: No Revised Proposal. | 2/19/21: Revises Proposal of 11/9/20, Section 2 by removing "opportunity for a first interview" and replacing it with "the right to a position" within the agency for a vacancy for which the employee "is qualified". Removes the sentence: "At its discretion, an agency may provide for | Union's Revised Proposal still includes problematic provisions such as creating "rights" to a position, which is contrary to statute and rule. |
| (continued below) | | (continued below) | |

**American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|----------------|---|----------|
| 8-Workforce Reductions (continued from above) | | <p>(continued from above)</p> <p>additional first interview opportunities." and adds "Should two or more employees have equal comparative merit, demonstrated skills, experience, the employee with the longest length of service shall be offered the position."</p> <p>Adds a new Section 3, which provides that "During the twelve months following the date an employee is laid off, the employee shall be offered any position for which the employee is qualified within the agency and region that initiated the lay-off."</p> | |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------|-----------------------|--|--|
| 16 - Vacant | 11/9/20: No Proposal. | <p>11/9/20: Proposes to repurpose this article for "Telecommuting" and includes three sections.</p> <p>Section 1 defines telecommuting as: "a work arrangement whereby selected state employees are allowed to perform the normal duties and responsibilities of their positions, through the use of computers or telecommunications, at home or another place apart from the employees' usual place of work."</p> <p>Section 2 includes the following:</p> <p>a. Agencies shall give equal consideration to career service employees in their selection of employees to participate in the telecommuting program.</p> <p>b. Provide that an employee's participation in a telecommuting program will not adversely affect eligibility for advancement or any other employment rights or benefits.</p> | <p>Section 2.a. does not comport with the telework provisions of section 110.171, F.S. Under this statutory provision, agencies are required to have a telework plan which must include "evaluating the ability of employees to satisfactorily perform in a telework arrangement." Section 2.a. is also overly broad, as AFSCME does not represent all Career Service.</p> |
| (continued below) | | (continued below) | (continued below) |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---------------------------------------|----------------|--|---|
| 16 - Vacant (continued from above) | | (continued from above) | (continued from above) |
| | | c. Provide the opportunity to participate in the telecommuting program to any employee interested in participating who's job classifications and positions have been identified appropriate for telecommuting. | Note, the telework statute already provides that "Each agency shall review all established positions and designate those positions that the agency deems appropriate for telework." |
| | | d. Provide that participation by an employee in a telecommuting program is voluntary, and that the employee may elect to cease to participate in a telecommuting program at any time. | Section 2.d. does not comport with the provisions of the telework statute regarding agency authority through a written agreement to have sole discretion "for the termination of an employee's participation in the program if the employee's continued participation is not in the best interest of the agency" or |
| (continued below) | | | (continued below) |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---------------------------------------|--|---|---|
| 16 - Vacant (continued from above) | | (continued from above) | (continued from above) |
| | | Section 3: stipulates that "Telecommuting programs shall be conducted in accordance with Florida Statute 110.171." | regarding agency authority to "require that specific work be performed through telework arrangements." |
| | 1/11/21: No Proposal. | 1/11/21: No Revised Proposal. | |
| | 1/25/21: Counter Proposal of Status Quo. | 1/25/21: Revised proposal of 11/9/20 to reflect language in the current Statute as follows: | The State maintains that the telework statutes adequately address the proposed provisions. Furthermore, extending the opportunity to participate cannot be solely based on the employee's |
| | | Section 1: "As used in this Section, Telecommuting means a work arrangement that allows a state employee to conduct all | |
| (continued below) | | (continued below) | (continued below) |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---------------------------------------|-----------------------|--|---|
| 16 - Vacant (continued from above) | | (continued from above) or some of his or her work away from the official worksite during all or a portion of the state employee's established work hours on a regular basis." Section 2.a.: "Provide the opportunity to participate in the telecommuting program to any employee interested in participating who's job classifications and positions have been identified appropriate for telecommuting and fall within the developed agency's plan." Section 2.b.: "Provide that participation by an employee in a telecommuting program is voluntary, and that the employee may elect to cease to participate in a telecommuting program at any time with a 30-day notice." | (continued from above) interest; the level to which individual employees can effectively work alone with only remote supervision varies and is a valid factor that agencies must consider when determining who is eligible to participate. Section 110.171, F.S., allows agencies to "require that specific work be performed through telework arrangements" and "require |
| (continued below) | | (continued below) | (continued below) |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---------------------------------------|----------------|----------------|--|
| 16 - Vacant (continued from above) | | | (continued from above) without regard to genuine circumstances that render some employees a bad fit for telecommuting. |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------|-----------------------|---|--|
| 25 - Wages | 11/9/20: No Proposal. | 11/9/20: Revises Section 5 - Competitive Pay Adjustments to provide all eligible employees a 5% increase to their 6/30/21 base rate of pay to be effective 7/1/21. Renames Section 6 as "Special Pay Provisions" - proposes that all Economic Self-Sufficiency Specialists I and II, (Class Codes 6090 and 6091), as well as all Human Service Workers I and II (Class Codes 5706, 5709, and 5784) to receive a 5% increase to the employees' 6/30/21 base rate of pay. Renames Section 7 to Hazardous Pay and removes all language relative to the Department of Corrections. Adds language that provides an additional 5% increase to those employees exposed to Covid-19 via public contact on a consistent basis and direct care staff working in confined settings such as hospitals and incarceration facilities (not limited to these specifically). | OPB Cost Analysis: Section 5-Competitive Pay Adjustments is \$117.03 Million, including benefits on 57,681.10 FTE for 12 months. (Includes filled and vacant positions.) This calculation also includes retirement/FICA impacts. Section 6-Special Pay Provisions is: \$6.33 Million which is based on 3,861 FTE for 12 months. The calculation includes benefits as well as retirement/FICA impacts for filled and vacant positions. Section 7-Cost is indeterminate. |
| (continued below) | | (continued below) | (continued below) |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|--|---|----------------------------------|
| 25 - Wages (continued from above) | | (continued from above) | (continued from above) |
| | | Adds new Section 8 - Pay During Declared Emergencies which states that during declared emergencies, as determined by the Governor, essential employees called out to work shall be compensated at the rate of time and one half their regular rate of pay for all hours worked during the occurrence. | Section 8-Cost is indeterminate. |
| | 1/11/21: No Proposal. | 1/11/21: No Revised Proposal. | |
| | 1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposal maintains current pay levels and provides for, from current agency budgets, a temporary special duties pay additive of up to 15 percent for certain emergency deployments; performance based merit pay; and discretionary pay adjustments to address retention, pay inequities, or other staffing issues. | | |
| (continued below) | (continued below) | | |

American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79

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and Clerical - State Personnel System**

Current Three-Year Agreement Expires: June 30, 2023

Status of Collective Bargaining Negotiations as of: February 19, 2021

Fiscal Year 2021-2022 Reopener Agreement Negotiations

Each party may open up to 3 Articles plus Wages and Insurance Benefits

Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|---|-----------------------|-----------------|
| 25 - Wages (continued from above) | <p>(continued from above)</p> <p>Pursuant to section 110.219(7), F.S., provides the option for an annual leave payment each December of up to 24 hours for permanent Career Service employees, subject to the availability of agency funds.</p> <p>Proposes that the Department of Children and Families (DCF), in accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, is authorized to grant a temporary special duties pay additive of five percent to all employees in the Human Services Worker I, Human Services Worker II, and Unit Treatment and Rehabilitation Specialist classes, for work within specified living areas of Northeast Florida State Hospital or within the Specialty Care Unit or Medical Services Unit at Florida State Hospital;</p> | | |
| (continued below) | (continued below) | | |

American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79
Units: Human Services, Professional, Operational Services and Administrative
and Clerical - State Personnel System
Current Three-Year Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 19, 2021
Fiscal Year 2021-2022 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|---|--|---|
| 25 - Wages (continued from above) | (continued from above) all employees in Child Protective Investigator and Senior Child Protective Investigator classes for time worked in a weekend unit; and all Adult Registry Counselors for time worked in a weekend unit at the Abuse Hotline. 2/19/21: No Revised Proposal. | 2/19/21: Section 2 provides for an additional 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 are of the state that is not closed. Section 3: Provides employees the option of receiving 24 hours of unused annual leave each December in the form of a cash payout, subject to and in accordance with 110.219(7), F.S. (continued below) | Section 2-Cost is indeterminate. Section 3-Cost is indeterminate. (continued below) |
| (continued below) | | | |

American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79

**Units: Human Services, Professional, Operational Services and Administrative
and Clerical - State Personnel System**

Current Three-Year Agreement Expires: June 30, 2023

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Each party may open up to 3 Articles plus Wages and Insurance Benefits

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|----------------|--|--|
| 25 - Wages (continued from above) | | (continued from above) Section 4 provides eligible employees with a merit pay increase based on the employee's exemplary performance as evidenced by a performance evaluation. Section 5-Competitive Pay Adjustments provides a five percent pay adjustment to all eligible employees' base rate of pay effective June 30, 2021. | (continued from above) Section 4-Cost is indeterminate. \$116.79 Million. Calculation is based on a 5% increase for CBU's 01, 02, 03 and 05, including benefits on 57,689.35 FTE for 12 months. People First data as of January 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts. |
| (continued below) | | (continued below) | (continued below) |

American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79

**Units: Human Services, Professional, Operational Services and Administrative
and Clerical - State Personnel System**

Current Three-Year Agreement Expires: June 30, 2023

Status of Collective Bargaining Negotiations as of: February 19, 2021

Fiscal Year 2021-2022 Reopener Agreement Negotiations

Each party may open up to 3 Articles plus Wages and Insurance Benefits

Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|-----------------------|--|--|
| 25 - Wages (continued from above) | | (continued from above) Repurposes Section 6 for "Special Pay Provisions". Revises Section 6(A) which provides "In addition to the increase provided in Section 5; Effective July 1, 2021, each eligible Economic Self-Sufficiency Specialist I (class code 6090 and each eligible Economic Self-Sufficiency Specialist II (class code 6091) shall receive a five percent (5%) increase to the employee's June 30, 2021 base rate of pay. Revises Section 6(B) to provide "In addition to the increase provided for in Section 5; Effective July 2021, each eligible Human Service Worker I - Class Code 5706, Human Services Worker I (Forensic) - Class Code 5781, Human Services Worker Class Code 5709, Human Services Worker II F/C - Class Code 5784, | (continued from above) \$4.71 Million. Calculation is based on a 5% increase for class codes 6090 and 6091 including benefits on 2,710 FTE for 12 months. People First data as of January 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts. \$2.08 Million. Calculation is based on a 5% increase for class codes 5706, 5781, 5709, 5784, 5776 and 5791 including benefits on 1,485 FTE for 12 months. |
| (continued below) | | (continued below) | (continued below) |

American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79

**Units: Human Services, Professional, Operational Services and Administrative
and Clerical - State Personnel System**

Current Three-Year Agreement Expires: June 30, 2023

Status of Collective Bargaining Negotiations as of: February 19, 2021

Fiscal Year 2021-2022 Reopener Agreement Negotiations

Each party may open up to 3 Articles plus Wages and Insurance Benefits

Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|----------------|---|---|
| 25 - Wages (continued from above) | | (continued from above) Unit Treatment and Rehab Specialist - Class Code 5776, Unit Treatment and Rehab Specialist F/C - Class Code 5791, shall receive a five percent (5%) increase to the employee's June 30, 2021 base rate of pay." | (continued from above) People First data as of January 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts. |

American Federation of State, County and Municipal Employees (AFSCME) - Florida Council 79
Units: Human Services, Professional, Operational Services and Administrative
and Clerical - State Personnel System
Current Three-Year Agreement Expires: June 30, 2023
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Fiscal Year 2021-2022 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-----------------------|--|---|--|
| 27 - Health Insurance | <p>11/9/20: No Proposal.</p> <p>1/11/21: No Proposal.</p> <p>1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposes that benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2021-2022.</p> <p>2/19/21: No Revised Proposal.</p> | <p>11/9/20: Proposes that premiums and benefits remain at the same levels as the 20-21 Contract year.</p> <p>1/11/21: No Revised Proposal.</p> <p>2/19/21: No Revised Proposal.</p> | <p>2/19/21: Union tentatively agreed to State's Proposal of 1/27/21.</p> |

**Article 7
DISCIPLINE**

SECTION 1 – For Cause

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

SECTION 2 – Notice

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

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

SECTION 3 – Remedies

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

(B) Letters of counseling or counseling notices are documentation of minor work deficiencies or conduct concerns that are not discipline and are not grievable; however such documentation may be used by the parties at an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns. An employee may respond in writing to letters of counseling or counseling notices within 60 calendar days of receipt; a copy of the response will be filed in the employee's official personnel file.

For the State

For AFSCME

Michael Mattimore
State's Chief Labor Negotiator

Vicki Y. Hall
President

Date

Date

(C) Oral reprimands are not grievable. Written reprimands are subject to the grievance procedure in Article 6; the decision is final and binding at Step 2. An employee may respond in writing to oral or written reprimands within 60 calendar days of receipt; a copy of the response will be filed in the employee’s official personnel file. The relevance of prior reprimands in the consideration of subsequent discipline shall be determined by the nature and seriousness of the prior offense and the time that has elapsed since the offense.

(D) An employee with permanent status in his current position may grieve a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal, through the Arbitration Step, without review at Step 3, in accordance with the grievance procedure in Article 6 of this Contract. In the alternative, such actions may be appealed to the Public Employees Relations Commission under the provisions of section 110.227(5) and (6), Florida Statutes.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For AFSCME

Vicki Y. Hall
President

Date

Article 7
DISCIPLINE

SECTION 1 – For Cause

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

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

SECTION 3 – Remedies

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

(B) Letters of counseling or counseling notices are documentation of minor work deficiencies or conduct concerns that are not discipline and are not grievable; however such documentation may be used by the parties at an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns. An employee may respond in writing to letters of counseling or counseling notices

For the State

For AFSCME

Michael Mattimore
State's Chief Labor Negotiator

Vicki Hall, President
AFSCME Florida Council 79

Date

Date

within 60 calendar days of receipt; a copy of the response will be filed in the employee's official personnel file.

(C) Oral reprimands are not grievable. Written reprimands are subject to the grievance procedure in Article 6; the decision is final and binding at Step 2. An employee may respond in writing to oral or written reprimands within 60 calendar days of receipt; a copy of the response will be filed in the employee's official personnel file. ~~The relevance of prior reprimands in the consideration of subsequent discipline shall be determined by the nature and seriousness of the prior offense and the time that has elapsed since the offense.~~ **Oral reprimands shall be considered invalid if the employee is not disciplined for the same offense during the succeeding 12 months. Written reprimands will be considered invalid provided the employee is not disciplined for the same offense during the succeeding 24 months, and the written reprimand was not for an offense which could have resulted in the employee's dismissal.**

(D) An employee with permanent status in his current position may grieve a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal, through the Arbitration Step, without review at Step 3, in accordance with the grievance procedure in Article 6 of this Contract. In the alternative, such actions may be appealed to the Public Employees Relations Commission under the provisions of section 110.227(5) and (6), Florida Statutes.

(E) All Counselings, Oral and Written Reprimands shall not be used to deny Agency discretionary increases, promotions, or transfers.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Hall, President
AFSCME Florida Council 79

Date

**Article 8
WORKFORCE REDUCTION**

SECTION 1 – Workforce Reduction

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

SECTION 2 – Procedures Prior to Layoff

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

For the State

For AFSCME

Michael Mattimore
State’s Chief Labor Negotiator

Vicki Y. Hall
President

Date

Date

SECTION 3 – Placement Assistance

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

SECTION 4 – First Interview Following Layoff

During the twelve months following the date an employee is laid off, the employee may invoke a right to a first interview. At its discretion, an agency may provide for additional first interview opportunities.

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

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

(C) 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.

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

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

For the State

For AFSCME

Michael Mattimore
State’s Chief Labor Negotiator

Vicki Y. Hall
President

Date

Date

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Y. Hall
President

Date

Article 8
WORKFORCE REDUCTION

SECTION 1 – Workforce Reduction

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

SECTION 2 – Procedures Prior to Layoff

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Hall, President
AFSCME Florida Council 79

Date

SECTION 3 – Recall Rights

During the twelve months following the date an employee is laid off, the employee shall be offered any position for which the employee is qualified within the agency and region that initiated the lay-off.

SECTION ~~(3)~~ 4 – Placement Assistance

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

SECTION ~~(4)~~ 5 – First Interview Following Layoff

During the twelve months following the date an employee is laid off, the employee may invoke a right to a first interview. At its discretion, an agency may provide for additional first interview opportunities.

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

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

(C) 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.

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Hall, President
AFSCME Florida Council 79

Date

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Hall, President
AFSCME Florida Council 79

Date

Article 16
VACANT

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Y. Hall
President

Date

ARTICLE 16
~~VACANT~~
TELECOMMUTING

Section 1:

As used in this Section, Telecommuting means a work arrangement that allows a state employee to conduct all or some of his or her work away from the official worksite during all or a portion of the state employee’s established work hours on a regular basis.

Section 2:

- a. **Provide the opportunity to participate in the telecommuting program to any employee interested in participating who’s job classifications and positions have been identified appropriate for telecommuting and fall within the developed agency plan.**
- b. **Provide that participation by an employee in a telecommuting program is voluntary, and that the employee may elect to cease to participate in a telecommuting program at any time with a 30 day notice.**

Section 3:

Telecommuting programs shall be conducted in accordance with Florida Statute 110.171.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For AFSCME

Vicki Hall, President
AFSCME Florida, Council 79

Date

Article 25
WAGES

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 2 – Cash Payout of Annual Leave

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

SECTION 3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 4 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For AFSCME

Vicki Y. Hall
President

Date

SECTION 5 – Other Pay Provisions – Department of Children and Families

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, the Department of Children and Families is authorized to grant a temporary, special duties pay additive of five percent of the employee’s base rate of pay to the following:

(A) All employees in the Human Services Worker I, Human Services Worker II, and Unit Treatment and Rehabilitation Specialist classes who work within the 13-1E, 13-1W, 32N, or 32S living areas at the Northeast Florida State Hospital. Such additive may be awarded only during the time the employees work within those living areas at the Northeast Florida State Hospital.

(B) All employees in the Human Services Worker I, Human Services Worker II, and Unit Treatment and Rehabilitation Specialist classes who work within the Specialty Care Unit or Medical Services Unit at the Florida State Hospital. Such additive may be awarded only during the time those employees work within the Specialty Care Unit or Medical Services Unit at the Florida State Hospital.

(C) All employees in Child Protective Investigator and Senior Child Protective Investigator classes who work in a weekend unit. Such additive may be awarded only during the time such employees work in a weekend unit.

(D) All Adult Registry Counselors who work in a weekend unit at the Abuse Hotline. Such additive may be awarded only during the time such employees work in a weekend unit.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For AFSCME

Vicki Y. Hall
President

Date

Article 25

WAGES

SECTION 1 – General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal Year ~~2020-2021~~ **2021-2022** General Appropriations Act.

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

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2020-2021~~ **2021-2022**, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2020-2021~~ **2021-2022**, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as 2020–2023 State of Florida & AFSCME Successor Master Contract evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 5 – Competitive Pay Adjustments

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2020-2021~~ **2021-2022**, effective ~~October 1, 2020~~ **July 1, 2021**, all eligible employees shall receive a pay adjustment of ~~3.0 percent (3%)~~ **5.0 percent (5%)** based on the employees’ ~~September 30, 2020~~ **June 30, 2021**, base rate of pay. ~~The minimum annual increase shall be \$1,000.~~

For the State

For AFSCME

Michael Mattimore
State’s Chief Labor Negotiator

Vicki Hall, President
AFSCME Florida Council 79

Date

Date

SECTION 6 – ~~Department of Children and Families~~ Special Pay Provisions

- (A) **In addition to the increase provided for in Section 5;** Effective July 1, 2020 ~~2021~~, each eligible ~~Child Protective Investigator (class code 8371)~~ **Economic Self-Sufficiency Specialist I (class code 6090);** and ~~Senior Child Protective Investigator (class code 8373)~~ **Economic Self-Sufficiency Specialist II (class code 6091);** shall receive a ~~ten percent (10%)~~ **five percent (5%)** increase to the employee's June 30, ~~2020~~ **2021**, base rate of pay.
- (B) **In addition to the increase provided for in Section 5;** Effective July 1, 2020 ~~2021~~, each eligible ~~Child Protective Field Support Consultant (class code 8374)~~ shall receive a ~~five percent (5%)~~ increase to the employee's June 30, 2020, base rate of pay. **Human Service Worker I – Class Code 5706, Human Services Worker I (Forensic) – Class Code 5781, Human Services Worker II – Class Code 5709, Human Services Worker II F/C – Class Code 5784, Unit Treatment and Rehab Specialist – Class Code 5776, Unit Treatment and Rehab Specialist F/C – Class Code 5791,** shall receive a ~~ten percent (10%)~~ **five percent (5%)** increase to the employee's June 30, ~~2020~~ **2021**, base rate of pay.
- (C) ~~Employees receiving increases in (A) and (B), above, are not eligible for the competitive pay adjustment described in Section 5.~~

SECTION 7 – ~~Department of Corrections~~ Pay Provisions

- (A) — ~~Effective October 1, 2020, each eligible Academic Teacher (class code 8093), and Special Education Teacher (class code 9095), shall receive a 15 percent (15%) increase to the employee's September 30, 2020, base rate of pay.~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Hall, President
AFSCME Florida Council 79

Date

**AFSCME Unit CBU's 01, 02, 03, and 05 Proposals with Fiscal Impact
Fiscal Year 2021-2022**

| Union/Issue | Estimated Cost | Comments |
|--|------------------|---|
| Article 25 - Section 2: Provides an additional temporary special duties pay additive up to 15% of the employees' base rate for employees required to work during a period of time in an area closed due to emergency conditions. | Indeterminate | |
| Article 25 Section 3: Provides employees the option of receiving 24 hours of unused annual leave each December in the form of a cash payout, subject to and in accordance with 110.219(7), F.S. | Indeterminate | |
| Article 25 Section 4: Provides eligible employees with a merit pay increase based on the employee's performance. | Indeterminate | |
| Article 25 - Section 5: Provides eligible employees with a five (5) percent pay increase to their base rate of pay effective July 1, 2021. | \$116.79 Million | Calculation is based on a 5% increase for CBU's 01, 02, 03 and 05, including benefits on 57,689.35 FTE for 12 months. PeopleFirst data as of January 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts. |
| Article 25 - Section 6 (A): Provides an additional five (5) percent pay increase to the base rate of pay on June 30, 2021 for Economic Self-Sufficiency Special I (class code 6090), Economic Self-Sufficiency Specialist II (class code 6091), effective July 1, 2021. | \$4.71 Million | Calculation is based on a 5% increase for class codes 6090 and 6091 including benefits on 2,710 FTE for 12 months. PeopleFirst data as of January 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts. |
| Article 25 - Section 6 (B): Provides an additional five (5) percent pay increase to the base rate of pay on June 30, 2021 for Human Service Worker I - Class Code 5706, Human Services Worker I (Forensic) - Class Code 5781, Human Services Worker II - Class Code 5709, Human Services Worker II F/C - Class Code 5784, Unit Treatment and Rehab Specialist - Class Code 5776, Unit Treatment and Rehab Specialist F/C - Class Code 5791, effective July 1, 2021. | \$2.08 Million | Calculation is based on a 5% increase for class codes 5706, 5781, 5709, 5784, 5776 and 5791 including benefits on 1,485 FTE for 12 months. PeopleFirst data as of January 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts. |

2/18/2021



**The State of Florida and the Florida Nurses Association
Professional Health Care Unit
FY 2021 – 2022 Collective Bargaining Reopener Negotiations**

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 2, 2021

The parties have tentatively agreed to revisions for the following article(s):

Article 27 – Insurance Benefits (However, Employee Premiums Remain Unchanged)

The parties have tentatively agreed that the following article(s) will remain Status Quo:

None

The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:

Article 23 – Hours of Work/Compensatory Time

Article 25 – Wages

Article 26 – Differential Pay

The following article(s) were opened by the Union and subsequently withdrawn. Article(s) will remain Status Quo:

Article 15 – Scope of Health Care Professional Practice

REFERENCE

A copy of the current Professional Health Care Unit agreement can be found at the following link:

[FNA-Professional Health Care Unit Successor Agreement Effective 1-27-21 - 6-30-23.pdf \(myflorida.com\)](#)

Florida Nurses Association (FNA)
Professional Health Care Unit - State Personnel System
Current Three-Year Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 22, 2021
Fiscal Year 2021-2022 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|--|--|---|
| 15 - Scope of Health Care Professional Practice | 11/23/20: No Proposal. | 11/23/20: Revises language to stipulate that employees may appeal a grievance of assigned duties they allege jeopardize their professional license up to and through arbitration of the grievance procedure. | 11/23/20: The contract currently provides for an appeal process that ends at Step 2. |
| | 1/26/21: Counter Proposal of Status Quo. | 1/26/21: No Revised Proposal. | 1/26/21: Union and State further discussed whether the current language might benefit from some revision. Union will revise their proposal, and present it to the State once it is ready. |
| | | 2/18/21: Union withdrew proposal. | 2/18/21: Article remains Status Quo. |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|------------------------|---|--|
| 23 - Hours of Work/Compensatory Time | 11/23/20: No Proposal. | 11/23/20: Adds new Section 6 - Work During Emergency Conditions and Holidays. This language includes disaster pay, and provisions for work during emergency conditions; work in all other circumstances where facilities are closed; work on an observed holiday; or extra hours worked during a holiday work week or pay period. Includes language that the union representatives shall have the opportunity to consult with each agency employing unit on the agency's emergency comprehensive plan with regard to compensation and overtime pay during declared emergencies. | 11/23/20: Section 6 (NEW SECTION) - The language for the Union's proposal mirrors their 2020-2021, 2019-2020, 2018-2019, 2017-2018, and 2016-2017 proposals. During 2016-2017 negotiations, the parties ultimately agreed to provide for payment of special compensatory leave earned but not used while working during office closures and on holidays but not used. That provision is contained in the current contract and took effect 11/1/17. |
| (continued below) | | (continued below) | (continued below) |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|----------------|--|---|
| 23 - Hours of Work/Compensatory Time (continued from above) | | (continued from above) Adds new Section 7 - Department of Health Employees and Emergency/Disaster Compensation. This language includes the following provisions to pay healthcare workers who are deployed to perform services outside of their normal work location; (B)(1) The Department of Health professional health care unit employees shall be considered "included" employees for the purpose of overtime compensation for the duration of the declared emergency; The "included" status shall apply only during the work week(s) in which an employee is deployed to the emergency or disaster area; (4) Employees who work at their home office or whose work location is closed as a result of a declared emergency will not be considered "included" but rather will continue to be compensated in accordance with this agreement. | This would significantly increase staffing costs for the agency. Additionally, no positions in the State Personnel System switch from excluded to included overtime status, not even for emergency purposes. Overtime status is determined under federal law based upon the duties performed by the position. Even if such employees must perform included duties because of an emergency, the FLSA provides that they do not lose their excluded status. |

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Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|--|---|--|
| 23 - Hours of Work/Compensatory Time (continued from above) | 1/26/21: State Proposed Status Quo. 2/22/21: No Revised Proposal. | (continued from above) 1/26/21: No Revised Proposal. 2/22/21: No Revised Proposal. | (continued from above) 1/26/21: State understands Union position, however the current position of the state is Status Quo due to fiscal impact throughout the entire enterprise. |
| 25 - Wages (continued below) | 11/23/20: No Proposal. (continued below) | 11/23/20: Revises Section 1: to provide all health care professionals an across the board increase of five percent (5%) effective the first pay period in July 2021. (continued below) | OPB cost analysis: \$9.17 million. Calculated a 5% pay adjustment for all positions effective July 1, 2021. Increase applied to 2,933 FTE. Amount includes retirement/FICA impacts. (continued below) |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|--|--------------------------------------|----------|
| 25 - Wages (continued from above) | <p>1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposal maintains current pay levels and provides for, from current agency budgets, a temporary special duties pay additive of up to 15 percent for certain emergency deployments; performance based merit pay; and discretionary pay adjustments to address retention, pay inequities, or other staffing issues.</p> <p>Pursuant to section 110.219(7), F.S., provides the option for an annual leave payment each December of up to 24 hours for permanent Career Service employees, subject to the availability of agency funds.</p> <p>2/22/21: No Revised Proposal.</p> | <p>2/22/21: No Revised Proposal.</p> | |

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Each party may open up to 3 Articles plus Wages and Insurance Benefits
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-----------------------|--|--|---|
| 26 - Differential Pay | 11/23/20: No Proposal. | 11/23/20: Revises language in paragraph (A) to provide a shift differential in the amount of \$2.00 per hour. | Union proposal would increase the current shift differential of \$1.00 to \$2.00. |
| | | Revises paragraph (B) as follows: When justified and upon approval by the Secretary of Management Services or designee, a shift differential greater than \$2.00 per hour may be paid when the criteria in (A) above are met. Removes "subject to the availability of funds," as well as "and where the local competitive conditions justify a higher shift differential." | OPB cost analysis: \$540,631. The estimated amount was calculated 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 based on working 693 hours annually for the evening shift and 693 hours annually for the night shift (2,080 annual hours divided by three). There were 216 positions for which an increase was calculated. Amount includes retirement/FICA impacts. |
| | 1/26/21: No Proposal. | 1/26/21: No Revised Proposal. | |
| | 2/22/21: Counter Proposal of Status Quo. | 2/22/21: No Revised Proposal. | |

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Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|------------------------|---|--|--|
| 27: Insurance Benefits | 1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposes that the benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2021-2022. 2/22/21: No Revised Proposal. | 1/27/21: No Proposal. 2/22/21: No Revised Proposal. | 2/22/21: Union Tentatively agreed to State's 1/27/21 Proposal. |

Article 23
HOURS OF WORK / COMPENSATORY TIME

SECTION 1 – Workweek/Compensatory Time

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

(B) Work beyond the normal workweek shall be recognized in accordance with Rule 60L-34, F.A.C.

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

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

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

For the State

For FNA

Michael Mattimore
State’s Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

with a minimum of five workdays notice, require the employee to use such leave credits at any time in increments of full work days. However, all unused “FLSA compensatory leave” credits at the close of business on December 31 and June 30, or other dates approved by the Department of Management Services, shall be paid for at the employee’s regular hourly rate in accordance with Rule 60L-34, F.A.C. as amended. An employee who separates from Career Service, moves to an excluded position, or moves to another state agency shall be paid for all unused “FLSA compensatory leave” in accordance with the above.

SECTION 2 – Rest Periods

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

SECTION 3 – Flextime

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

SECTION 4 – Work Schedule

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

For the State

For FNA

Michael Mattimore
State’s Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

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

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

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

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

SECTION 5 – Special Compensatory Leave

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

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

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

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

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

For the State

For FNA

Michael Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

a) Regular compensatory leave credits.

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

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

(C) Special Compensatory Leave Earned on or after November 1, 2017.

(1) Special compensatory leave credits earned, as described in subsection (A)(1), on or after November 1, 2017, which are not used each year by the April 30 or October 31 that immediately succeeds the work period in which the leave is credited, whichever date occurs earlier, shall be paid at the employee's current regular hourly rate of pay.

(2) Special compensatory leave credits earned, as described in subsection (A)(2), on or after November 1, 2017, which are not used within 120 calendar days from the end of the work period in which the leave is credited shall be paid at the employee's current regular hourly rate of pay.

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2017, to be used within the time limits specified in subsections (C)1 and (C)2. However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the special compensatory leave remaining at the end of each time limit shall be paid at the employee's current regular hourly rate of pay.

(D) Pay Provision for Special Compensatory Leave.

For the State

For FNA

Michael Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

(1) Upon separation, transfer to another agency, or transfer to another pay plan, an employee shall be paid for the following unused special compensatory leave credits:

(a) Special compensatory leave credits earned prior to October 9, 2012
(Leave Type 0055);

(b) Special compensatory leave credits earned after November 1, 2017 that have not yet been paid pursuant to Section 6(C)(3) of this Article.

- (2) When the employee transfers to another Career Service collective bargaining unit within the agency, the agency shall pay the employee for unused special compensatory leave credits earned on or after November 1, 2019.
- (3) Such credits shall be paid at the employee's current regular rate of pay.
- (4) Any special compensatory leave hours earned prior to November 1, 2017 that were forfeitable under the provisions of previous contracts or agreements remain forfeitable of the applicable time periods and are not eligible for payment.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

ARTICLE 23
Hours of Work/Compensatory Time

New Section 6- Work During Emergency Conditions and Holidays

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

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

- (1) An employee providing essential services shall be credited with hours of work and, in addition, receive disaster compensation on an hour-for-hour basis for the number of hours worked for the period the facility is closed.
- (2) When an employee is determined to not be necessary for providing essential services in those facilities which have been closed under Executive Order, the employee shall be eligible for administrative leave up to an amount equal to the employee's scheduled work hours for the period the facility is closed.
- (3) At the end of the work week or pay period, as appropriate, employees shall be compensated in the following order:
 - (a) Employees shall be credited with time actually worked. If the hours worked exceed the normal pay for the work week or pay period, employees will be compensated for all overtime earned;
 - (b) If the hours actually worked are still below the normal pay for the work week/pay period, leave shall be used to bring the employee to the normal rate of pay in the following order:
 1. Any annual leave, sick leave, or regular compensatory leave had been approved;

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.
- (c) In addition to the above, the employee providing essential services shall receive disaster compensation to be paid at the employee's current regular hourly rate of pay for each hour worked while the facility is closed by order of the Governor, regardless of whether overtime was earned or leave used during the work week or pay period.
- (B) Work in all other circumstances where facilities are closed; work on an observed holiday; or extra hours worked during a holiday work week or pay period:
 - (1) An employee required to work when the facility has been closed under the direction of the Department of Management Services or the agency head due to any other condition not covered by an Executive Order, would be eligible for special compensatory leave on an hour-for-hour basis for the number of hours worked each day that the facility is closed.
 - (2) An employee required to work on a holiday shall be eligible for special compensatory leave equal to the time worked on the holiday, not to exceed the number of hours in the employee's established workday. However, if the holiday falls on an established workday of less than 8 hours, the employee will be eligible for an 8-hour holiday.
 - (3) An employee, required to work extra hours during a holiday work week, or pay period, shall be eligible for special compensatory leave equal to the number of extra hours worked.
 - (4) At the end of the work week or pay period, as appropriate, the employee shall be compensated in the following order:
 - (a) The employee shall first be credited with time actually worked;
 - (b) Eligible special compensatory hours during the work week/pay period will be added to the hours of actual work to bring the hours worked up to the normal hours for the work week/pay period. Any remaining eligible special compensatory leave hours shall be converted to special compensatory leave credits;

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

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

1. Any annual leave, sick leave, or regular compensatory leave that had been approved;
2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.

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

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

New Section 7- Department of Health Employees and Emergency/Disaster Compensation

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

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

- (1) The Department of Health professional health care unit employees shall be considered as "included" employees for the purposes of overtime compensation for the duration of the declared emergency or disaster.
- (2) The "included" status shall apply only during the work week(s) in which the employee is deployed to the emergency or disaster area.
- (3) This compensation is appropriate as deployed employees are required to provide a wide variety of services to those in need of health care and assistance during the emergency or disaster, involving an increase in "included" type duties.

For the State

For FNA

Michael Mattimore
State's Chief Labor Negotiator

Don Slesnick
Negotiator, Florida Nurses Association

Date

Date

FNA

UNION Proposal - Article 23

Fiscal Year 2021-22

November 23, 2020

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- (4) Employees who work at their home agency work location or whose home agency work location is closed as a result of a declared emergency or disaster will not be considered “included” but rather will continue to be compensated in accordance with this agreement.
- (5) The ability to provide this compensation is in furtherance of the existing policies on connecting employees to included status on a temporary basis in these circumstances.
- (C) An alleged violation of the provisions of this section can be grieved in accordance with the grievance and arbitration process included in Article 6, Grievance Procedure, of this agreement.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

Article 25
WAGES

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 2 – Cash Payout of Annual Leave

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

SECTION 3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For FNA

Don Slesnik
Negotiator, Florida Nurses Association

Date

SECTION 4 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities or other staffing issues.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For FNA

Don Slesnik
Negotiator, Florida Nurses Association

Date

ARTICLE 25
Wages

SECTION 1 – General Pay Provisions

~~Pay shall be in accordance with the authority provided in the Fiscal Year 2020-2021~~
~~General Appropriations Act.~~ All Health Care Professionals will receive an across the board
increase of **five percent (5%)** effective the first pay period in July 2021.

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

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2020-2021, contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed

SECTION 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2020-2021, contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

SECTION 5 – Competitive Pay Adjustments

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2020-2021, effective October 1, 2020, all eligible employees shall receive a pay adjustment of 3.0 percent (3%) based on the employees' September 30, 2020, base rate of pay. The minimum annual increase shall be \$1,000.

SECTION 6- Anniversary Date

In addition to the across-the-board cost-of-living pay adjustment provided for by Section 1, above, employees will be entitled to the following anniversary date wage increases:
All Health Care Professionals will receive a three percent (3%) increase effective the first pay period after their Anniversary date for those who have fifteen (15) years or more of service.
All Health Care Professionals will receive a two percent (2%) increase effective the first pay period after their Anniversary date for those who have ten (10) years or more of service.
All Health Care Professionals will receive a one percent (1%) increase effective the first pay period after their Anniversary date for those who have five (5) years or more of service.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

ARTICLE 26
Differential Pay

- (A) A shift differential in the amount of \$1.00 per hour will be paid when it is the prevailing practice in the profession to pay shift differential and when the employee is assigned to a shift where a majority of the employee's hours worked fall between the hours of 5:00 p.m. and 6:00 a.m.
- (B) When justified and upon approval by the Secretary of Management Services or designee, subject to the availability of funds, a shift differential greater than \$1.00 per hour may be paid when the criteria in (A) above are met and where the local competitive conditions justify a higher shift differential.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

ARTICLE 26
Differential Pay

(A) A shift differential in the amount of ~~\$1.00~~ \$2.00 per hour will be paid when it is the prevailing practice in the profession to pay shift differential and when the employee is assigned to a shift where a majority of the employee's hours worked fall between the hours of 5:00pm and 6:00am.

(B) When justified and upon approval by the Secretary of Management Services or designee, ~~subject to the availability of funds,~~ a shift differential greater than ~~\$1.00~~ \$2.00 per hour may be paid when the criteria in (A) above are met ~~and where the local competitive conditions justify a higher shift differential.~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FNA

Don Slesnick
Negotiator, Florida Nurses Association

Date

**State Health Care Professional Collective Bargaining Unit - FNA (04)
Fiscal Year 2021-22 Wage Proposals**

| Union/Issue | Estimated Cost | Comments |
|--|----------------|---|
| Article 25, Section 1: Across the board pay increase of 5% effective the first pay period in July 2021. | \$9.17 Million | Downloaded all positions for CBU 04 that are transferred into LAS/PBS from PeopleFirst weekly. Calculated a 5% pay adjustment for all positions effective July 1, 2021. Increase applied to 2,933 FTE. Amount includes retirement/FICA impacts. |
| Article 25, Section 6: Pay increase based on tenure: 15 years or more to receive a 3% increase; 10 years or more to receive a 2% increase; 5 years or more to receive a 1% increase | \$2.18 Million | Using download from the 5% calculation above, used Continuous Service Date to determine the tenure as of June 30, 2022 to capture the anniversary dates through out the fiscal year (if the employee had a hire date of 4/3/2017, they would reach 5 years on 4/3/22, though the total includes the 1% for an entire year). Applied the 1%, 2%, or 3% based on those years of service (5-9 years = 1%, 10-14 years = 2%, and 15 or more years = 3%). Increase applied to 1,609 FTE. The salary rate used as the basis of the calculation was after the 5% from Section 1 was calculated. Amount includes retirement/FICA impacts. |
| Article 26: \$1 increase in the hourly pay employee's working an evening or night shift. | \$540,631 | The estimated amount was calculated 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 based on working 693 hours annually for the evening shift and 693 hours annually for the night shift (2,080 annual hours divided by three). There were 216 positions for which an increase was calculated. Amount includes retirement/FICA impacts. |



**The State of Florida and the Florida State Lodge Fraternal Order of Police
Special Agent Unit
FY 2021 – 2022 Collective Bargaining Reopener Negotiations**

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 2, 2021

The parties have tentatively agreed to revisions for the following article(s):

Article 27 – Insurance Benefits (However, Employee Premiums Remain Unchanged)

The parties have tentatively agreed that the following article(s) will remain Status Quo:

Article 16 – Employment Outside State Government
Article 17 – Department Vehicles

The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:

Article 23 – Workday, Workweek and Overtime
Article 25 – Wages

REFERENCE

A copy of the current Special Agent Unit agreement can be found at the following link:

[FOP-Special Agent Unit Successor Agreement Effective 1-27-21 -- 6-30-23.pdf \(myflorida.com\)](#)

Florida State Lodge Fraternal Order of Police (FOP)

Special Agent Unit - State Personnel System

Current Three-Year Agreement Expires: June 30, 2023

Status of Collective Bargaining Negotiations as of: February 15, 2021

Fiscal Year 2021-2022 Reopener Agreement Negotiations

Each party may open up to 3 Articles plus Wages and Insurance Benefits

Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|---|--|---|
| 16 - Employment Outside State Government (continued from above) | 2/2/21: Counter Proposal of Status Quo. | (continued from above) (4) Adds provisions related to the authorization of the agency to collect premiums through payroll deductions for members engaged in off-duty police employment requiring the use of their official car. 2/2/21: No Revised Proposal. | (continued from above) 12/1/20: FDLE will provide internal process solution for the payroll deduction request at our next meeting that could avoid changing contract language. 2/2/21: Union tentatively agreed to State's 2/2/21 Proposal. |

Florida State Lodge Fraternal Order of Police (FOP)

Special Agent Unit - State Personnel System

Current Three-Year Agreement Expires: June 30, 2023

Status of Collective Bargaining Negotiations as of: February 15, 2021

Fiscal Year 2021-2022 Reopener Agreement Negotiations

Each party may open up to 3 Articles plus Wages and Insurance Benefits

Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------------------|-----------------------|---|---|
| 23 - Workday, Workweek and Overtime | 12/1/20: No Proposal. | 12/1/20 and 12/5/20 (Revised): New section (A): "The normal work period for unit members shall be an 86 <u>80</u> hour/14-day work period, as provided by the Fair Labor Standards Act (FLSA) Section 7(k) for law enforcement employees. New SECTION 6 - Physical Fitness (A) The agency shall allow unit members to utilize a maximum of four (4) hours of work time, per week, for physical fitness. (1) Members shall not claim travel time to or from a facility used for physical fitness as work time for purposes of this section. | 12/5/20: Union provided a revised proposal requesting the work period to be 80 hour/14-day work period. |
| (continued below) | | (continued below) | (continued below) |

Florida State Lodge Fraternal Order of Police (FOP)

Special Agent Unit - State Personnel System

Current Three-Year Agreement Expires: June 30, 2023

Status of Collective Bargaining Negotiations as of: February 15, 2021

Fiscal Year 2021-2022 Reopener Agreement Negotiations

Each party may open up to 3 Articles plus Wages and Insurance Benefits

Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|----------------|---|--|
| 23 - Workday, Workweek and Overtime (continued from above) | | 2/15/21: Revised Proposal states: (A) The normal work period for unit members shall be an 80 hour/14-day work period, as provided by the Fair Labor Standards Act (FLSA) Section 7(k) for law enforcement employees. It also removes all previously added language. | Currently, FDLE uses an extended work period of 28 day/160 hours, which allows the agency flexibility to better manage overtime costs. The Union's proposal would increase the agency's overtime costs. Cost Analysis: Cost is indeterminate. |

Florida State Lodge Fraternal Order of Police (FOP)

Special Agent Unit - State Personnel System

Current Three-Year Agreement Expires: June 30, 2023

Status of Collective Bargaining Negotiations as of: February 15, 2021

Fiscal Year 2021-2022 Reopener Agreement Negotiations

Each party may open up to 3 Articles plus Wages and Insurance Benefits

Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------|-----------------------|--|--|
| 25 – Wages | 12/1/20: No Proposal. | <p>12/1/20: Section 2 - Provides that the agency head can grant, contingent upon the availability of funds, temporary special duty pay additives of up to 15% of the employee's base rate pay if an employee is temporarily deployed to a facility or area closed due to an emergency.</p> <p>Section 4 - Recruitment and Retention plan: \$56,000 starting salary and increasing salary to \$56,000 for up to 2 years of service; 2-4 years of service increase to \$60,000; 4-6 years of service increase to \$63,000; 6-8 years of service increase to \$65,000; and 8 or more years of service increase to \$67,000.</p> | <p>OPB Cost Analysis: Cost is indeterminate.</p> <p>OPB Cost Analysis: Cost is \$3.88 Million.</p> |
| (continued below) | (continued below) | | |

Florida State Lodge Fraternal Order of Police (FOP)

Special Agent Unit - State Personnel System

Current Three-Year Agreement Expires: June 30, 2023

Status of Collective Bargaining Negotiations as of: February 15, 2021

Fiscal Year 2021-2022 Reopener Agreement Negotiations

Each party may open up to 3 Articles plus Wages and Insurance Benefits

Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|--|------------------------------|----------|
| 25 – Wages (continued from above) | (continued from above) Pursuant to section 110.219(7), F.S., provides the option for an annual leave payment each December of up to 24 hours for permanent Career Service employees, subject to available agency funds. 2/2/21: No Revised Proposal. | 2/2/21: No Revised Proposal. | |

Florida State Lodge Fraternal Order of Police (FOP)

Special Agent Unit - State Personnel System

Current Three-Year Agreement Expires: June 30, 2023

Status of Collective Bargaining Negotiations as of: February 15, 2021

Fiscal Year 2021-2022 Reopener Agreement Negotiations

Each party may open up to 3 Articles plus Wages and Insurance Benefits

Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------|---|-----------------------------|---|
| 27 - Insurance Benefits | <p>1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposes that the benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2021-2022.</p> <p>Pursuant to section 112.19, F.S., provides for death-in-the-line of duty benefits and that any complaint or claim by an employee or the union concerning these benefits are not subject to the grievance procedure of the agreement.</p> <p>2/2/21: No Revised Proposal.</p> | <p>2/2/21: No Proposal.</p> | <p>2/2/21: Union tentatively agreed to the State's proposal of 1/27/21.</p> |

Article 23
WORKDAY, WORKWEEK AND OVERTIME

SECTION 1 – Overtime

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

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

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

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

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

For the State

For the FOP-SAU

Mike Mattimore
State’s Chief Labor Negotiator

Ned Golden
State Staff Representative - FOP

Date

Date

SECTION 2 – Workday

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

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

SECTION 3 – Rest Periods

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

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

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

SECTION 4 – Sick Leave Pool and Sick Leave Transfer

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

SECTION 5 – Special Compensatory Leave

(A) Special Compensatory Leave is defined as leave that is earned as a result of hours worked on a holiday, extra hours worked during an established work week which contains a

For the State

For the FOP-SAU

Mike Mattimore
State’s Chief Labor Negotiator

Ned Golden
State Staff Representative - FOP

Date

Date

holiday, or extra hours worked when a facility is closed under emergency conditions as provided in Rule 60L-34, F.A.C.

(B) Use of Special Compensatory Leave:

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

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

(3) An employee who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the employee's earned special compensatory leave each calendar year or the amount necessary to bring the employee's special compensatory leave balance to 240 hours, whichever is less, prior to using any annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

(4) An employee who begins employment after July 1, 2013, shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established workweek containing a holiday, or during the closure of a facility during emergency conditions.

For the State

For the FOP-SAU

Mike Mattimore
State's Chief Labor Negotiator

Ned Golden
State Staff Representative - FOP

Date

Date

Article 23
WORKDAY, WORKWEEK AND OVERTIME

SECTION 1 – Overtime

(A) ~~The normal workweek for each full-time employee shall be 40 hours.~~ The normal work period for unit members shall be an 80 hour/14-day work period, as provided by the Fair Labor Standards Act (FLSA) Section 7(k) for law enforcement employees

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

(C) The Association agrees to support those changes in 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.

(D) If the agency has a plan approved in advance by the DMS, FLSA compensatory leave credits shall be granted, administered, and used as described below: An employee who is filling an included position may, at the end of the approved extended period if mutually agreed to by the employee and supervisor, waive payment for overtime and have the overtime hours credited to “FLSA compensatory leave. If such approved election is made, the overtime hours will be credited as FLSA compensatory leave credits at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of FLSA compensatory leave credits, which may be taken in any increments if agreed to by the employee and the supervisor. If mutual agreement is not reached, the supervisor may, with a minimum of five workdays notice, require the employee to use such leave credits at any time in increments of full workdays. However, all unused FLSA compensatory leave credits at the close of business on December 31 and June 30 shall be paid for at the employee’s straight

For the State

For FOP

Michael Mattimore
State’s Chief Labor Negotiator

Ned Golden – State Staff Representative
Florida Fraternal Order of Police

Date

Date

time regular hourly rate in accordance with Rule 60L-34, F.A.C., An employee who separates from the Career Service or moves to another state agency shall be paid for all unused FLSA compensatory leave in accordance with the above.

SECTION 2 – Workday

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

(B) Where employees are required to work extra hours during an approved extended work period, the state will make a good faith effort to offset such extra hours in eight-hour increments, provided this can be done prior to the end of the extended work period. Fiscal Year 2018 – 2019 State of Florida & Police Benevolent Association/Special Agent Unit Reopener Agreement 34

SECTION 3 – Rest Periods

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

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

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

SECTION 4 – Sick Leave Pool and Sick Leave Transfer

For the State

For FOP

Michael Mattimore
State’s Chief Labor Negotiator

Ned Golden – State Staff Representative
Florida Fraternal Order of Police

Date

Date

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 5 – Special Compensatory Leave

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

(B) Use of Special Compensatory Leave:

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

(2) If the employee fails to use the earned special compensatory leave during the 60-day period, the unused leave will transfer into the "Pre-July 2012" leave balance. If an employee intends to take annual leave and has a Pre-July 2012 leave balance of more than 240 hours, all leave time taken will be drawn from the Pre-July 2012 leave until the balance is at or below 240 hours.

(3) An employee who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the employee's earned special compensatory leave each calendar year or the amount necessary to bring the employee's special compensatory leave balance to 240 hours, whichever is less, prior to using any annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

(4) An employee who begins employment after July 1, 2013, shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established workweek containing a holiday, or during the closure of a facility during emergency conditions.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FOP

Ned Golden – State Staff Representative
Florida Fraternal Order of Police

Date

**Article 25
WAGES**

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, and contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 2 – Cash Payout of Annual Leave

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

SECTION 3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 4 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

For the FOP-SAU

Mike Mattimore
State’s Chief Labor Negotiator

Ned Golden
State Staff Representative - FOP

Date

Date

Article 25
WAGES

SECTION 1 – General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal Year 2021-2022 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 2021-2022 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 3 – Cash Payout of Annual Leave

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

SECTION 4 – Special Agent Recruitment and Retention Plan

Contingent upon the availability of funds provided in the Fiscal Year 2021-2022 General Appropriations Act, the proposed plan will increase the special agent base salary to \$56,000 and provide incremental salary increases for those agents who make less than \$67,000, have served for two or more years with FDLE, and have commendable performance evaluations. The plan would include:

Raise starting salary and increasing salary of agents with less than two years of service to \$56,000;

Salary of agents with 2-4 years of service would be increased to \$60,000;

Salary of agents with 4-6 years of service would be increased to \$63,000;

Salary of agents with 6-8 years of service would be increased to \$65,000; and

Salary of agents with 8 or more years of service would increase to \$67,000.

For the State

For FOP

Michael Mattimore
State's Chief Labor Negotiator

Ned Golden – State Staff Representative
Florida Fraternal Order of Police

Date

Date

**FOP - Special Agent Collective Bargaining Unit (10)
Fiscal Year 2021-22 Wage Proposals**

| Union/Issue | Estimated Cost | Comments |
|---|----------------|--|
| <p>Article 25, Section 2: Provides that the agency head can grant, contingent upon the availability of funds, temporary special duties pay additives of up to 15% of the employee's base rate of pay if an employee is temporarily deployed to a facility or area closed due to emergency.</p> | Indeterminate | |
| <p>Article 25, Section 4: Special Agent Recruitment and Retention Plan: \$56,000 starting salary and increasing salary to \$56,000 for up to 2 years of service; 2 - 4 years of service increase to \$60,000; 4 - 6 years of service increase to \$63,000; 6 - 8 years of service increase to \$65,000; and 8 or more years of service increase to \$67,000.</p> | 3.88 Million | <p>Calculation is based on data from PeopleFirst for CBU 10 as of October 2020. A total of 326 FTE was considered in the calculation, however, only 284 FTE met the criteria, the remaining 42 FTE already had a salary greater than \$67,000. 63 FTE, including 42 vacant positions (to accommodate a starting salary of \$56,000) base rate of pay was increased to \$56,000; 37 FTE with 2 - 3 years of service base rate of pay was increased to \$60,000; 51 FTE with 4 - 5 years of service base rate of pay was increased to \$63,000; 38 FTE with 6 - 7 years of service base rate of pay was increased to \$65,000; and 95 FTE with 8 or more years of service base rate of pay was increased to \$67,000. The calculation includes Retirement and FICA and an effective date of 7/1/2021. Note: The plan as proposed includes 2, 4, 6 and 8 years of service in each of the funding tiers, therefore, the following assumptions were made: 1) first funding tier would be less than 2 years and includes vacant positions; 2) the second funding tier, 2 and 3 years of service; 3) the third funding tier, 4 and 5 years of service; 4) the fourth funding tier, 6 and 7 years of service; and 5) the fifth funding tier, 8 years and more.</p> |



**The State of Florida and the Federation of Physicians and Dentists
State Employees Attorneys Guild
Selected Exempt Service (SES) Attorneys Unit
FY 2021 – 2022 Collective Bargaining Reopener Negotiations**

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 2, 2021

The parties have tentatively agreed to revisions for the following article(s):

Article 19 – Insurance Benefits (However, Employee Premiums Remain Unchanged)

The parties have tentatively agreed that the following article(s) will remain Status Quo:

None

The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:

Article 5 – Employee Rights, Management, and Union Communications

Article 7 – Employee Standards of Conduct and Performance

Article 18 – Wages

The following article(s) were opened by the Union and subsequently withdrawn. Article(s) will remain Status Quo:

Article 16 – Hours of Work and Employee Leave

REFERENCE

A copy of the current SES Attorneys Unit agreement can be found at the following link:

[FPD-SEAG - SES Attorneys Unit Successor Agreement Effective 1-27-21 -- 6-30-23.pdf \(myflorida.com\)](#)

March 2, 2021

Federation of Physicians and Dentists (FPD)
SES Attorneys Unit - State Personnel System
Current Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 18, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|---|--|---|
| 5 - Employee Rights, Management, and Union Communications | 11/16/20: No Proposal. 2/11/21: Proposed Status Quo. | 11/16/20: Adds language to Section 10(B) that provides for the Union "to meet with newly hired employees and non-members to provide them with information about the Union and to update information on the Union's bulletin boards as provided in Section 4" of this Article. 2/11/21: Revised Section 10(B) by leaving the language as status quo with the exception of adding " ..., and to meet with employees." to the last sentence. | The logistics of allowing the Union to meet with every newly hired or non-member employee are impractical and would create a hardship for the agencies. |

Federation of Physicians and Dentists (FPD)
SES Attorneys Unit - State Personnel System
Current Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 18, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|---|--|---|
| 7 - Employee Standards of Conduct and Performance | <p>11/16/20: No Proposal.</p> <p>2/11/21: No Proposal.</p> <p>2/18/21: Proposed Status Quo.</p> | <p>11/16/20: Adds language to Section 1(D) that states: "Prior to issuing any suspension, dismissal, reduction in pay, or demotion to any employee, the State shall provide notice to the Union and shall schedule a pre-decision meeting with the employee, and shall provide notice of the pre-decision to the Union. Prior to dismissing any employee, an employee shall be placed on a Performance Improvement Plan setting out any deficiencies the state seeks to correct."</p> <p>2/11/21: No Revised Proposal.</p> | <p>This practice is not required for SES employees and would be a waiver of management rights. Further, pursuant to Chapter 110.604, F.S., employees in the SES units 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.</p> |

Federation of Physicians and Dentists (FPD)
SES Attorneys Unit - State Personnel System
Current Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 18, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---------------------------------------|-------------------------------|--|--|
| 16 - Hours of Work and Employee Leave | 11/16/20: No Proposal. | 11/16/20: Adds language to Section 4- Employee Leave, that provides "..., except when an employee announces his or her retirement, the employee shall receive his or her entire annual accrual of leave prior to retiring and it shall be made available for payout not to exceed the allowable maximums." | Annual leave hours are provided to SES employees in a lump sum on their hire date and each subsequent anniversary date. Currently, when an SES employee leaves employment or retires, the last accrual is pro-rated before the leave is paid to the employee in accordance with the GAA. |
| | 2/11/21: Proposed Status Quo. | 2/11/21: Union withdrew their Proposal of 11/16/20. | 2/11/21: Article remains at Status Quo. |

Federation of Physicians and Dentists (FPD)
SES Attorneys Unit - State Personnel System
Current Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 18, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|--|----------------|----------|
| 18 - Wages (continued from above) | <p>1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposal maintains current pay levels and provides for, from current agency budgets, performance based merit pay; and discretionary pay adjustments to address retention, pay inequities, or other staffing issues.</p> <p>Adds a Competitive Pay Adjustments for Department of Business and Professional Regulation (DBPR) section to provide that, in accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, DBPR is authorized to increase the annual base rate of each position in the Attorney class to \$52,000 and of each position in the Senior Attorney class to \$62,000, effective July 1, 2021.</p> | | |
| (continued below) | | | |

Federation of Physicians and Dentists (FPD)
SES Attorneys Unit - State Personnel System
Current Agreement Expires: June 30, 2023
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Fiscal Year 2021-22 Reopener Agreement Negotiations
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|-----------------------|-----------------------|---|
| 18 - Wages (continued from above) | | | (continued from above) For Class Code 7738: Calculation is based on a total of 717.50 FTE, effective July 1, 2021; 349 FTE already has a base rate greater than \$65,000 and a \$5,000 minimum increase was calculated for those positions; 84 FTE had a base rate below \$65,000, however, the increase needed to bring them up to the \$65,000 was below the \$5,000 minimum, therefore the difference in base rate up to \$5,000 was added; the remaining 286 FTE were increased to \$65,000 and increases were greater than \$5,000 minimum. |
| (continued below) | | | (continued below) |

Federation of Physicians and Dentists (FPD)
SES Attorneys Unit - State Personnel System
Current Agreement Expires: June 30, 2023
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|----------------|----------------|---|
| 18 - Wages (continued from above) | | | (continued from above) For both classes, People First data as of January 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts. |

Federation of Physicians and Dentists (FPD)
SES Attorneys Unit - State Personnel System
Current Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 18, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------|--|---|--|
| 19 - Insurance Benefits | <p>11/16/20: No Proposal.</p> <p>1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposes that benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2021-2022.</p> <p>2/11/21: No Revised Proposal.</p> | <p>11/16/20: Proposed Status Quo - no change for 2021-2022 benefits.</p> <p>2/11/21: No Revised Proposal.</p> | <p>2/11/21: Union tentatively agreed to State's Proposal of 1/27/21.</p> |

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 – 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.

SECTION 3 – 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 agreed to by the state and the Union. The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement.

(B) Upon request by the Union, an Agency Head or 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 agreed to by the Agency Head or designee and the Union. The purpose of 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) 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 participant, such hours shall be deemed time worked. Attendance at the consultation meeting outside of regular working hours shall not be deemed time worked.

(D) No later than seven calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

For the State

For the FPD

Michael Mattimore
State’s Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

(E) 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 4 – Bulletin Boards

(A) Where requested in writing, and where justified by the number of employees affected, the state agrees to furnish at state institutions where employees are employed, wall space not to exceed 20” X 30” for Union purchased bulletin boards. Space will be provided in those areas as 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 employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of employees. Notices posted on these bulletin boards shall not contain anything reflecting adversely on the state, or its officers or employees, nor shall posted material violate or have the effect of violating any law, rule, or regulation.

(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 – Employee Lists

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

(B) It is the state’s policy to protect employee data exempt from public access under the provisions of Florida Statute 119.071(4) from inadvertent or improper disclosure. Such data include home addresses, telephone numbers, social security numbers, and dates of birth. The Union agrees, therefore, that these exempt data are provided for the sole and exclusive use of the Union

For the State

For the FPD

Michael Mattimore
State’s Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

in carrying out its role as certified bargaining agent. This information may not be relayed, sold, or transferred to a third party and may not be used by an entity or individual for any purpose other than Union business.

SECTION 6 – Negotiations

(A) The Union agrees that all collective bargaining is to be conducted with state representatives designated for that purpose by the Governor, as chief executive officer. While negotiation 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) The Union may designate employees to serve on its negotiation committee, and the employees will be granted administrative leave to attend scheduled negotiation sessions with the state when 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 Union negotiation committee shall be limited to five employees. No more than one 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 employee be in attendance to elaborate on a particular issue.

SECTION 7 – Employee Assistance Programs

The state and the Union encourage and support the maintenance of an Employee Assistance Program and the utilization of such programs by employees.

SECTION 8 – Charitable Solicitations

Employee participation in charitable drives is voluntary.

SECTION 9 – Creditors

The state shall not assist outside creditors with the collection of debt unless duly authorized by law.

For the State

For the FPD

Michael Mattimore
State’s Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

SECTION 10 – Representative Access

(A) The state agrees that designated Union Representatives shall have access to state controlled premises that are open to the public where employees are employed.

(B) If any area of the state’s premises is otherwise restricted to the public, permission must be requested to enter the area; permission shall not be unreasonably denied. Access shall be during the regular working hours of the employee and only for the purpose of investigating an employee’s grievance.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FPD

Lance Geren
Chief Negotiator

Date

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 Bargaining Unit**

Fiscal Year: 2021-2022

Union Proposal: February 11, 2021

1. The Union Proposes modifying Article 5, Section 10 as follows:

Article 5

EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 10 – Representative Access

(A) The state agrees that designated Union Representatives shall have access to state controlled premises that are open to the public where employees are employed.

(B) If any area of the state's premises is otherwise restricted to the public, permission must be requested to enter the area, permission shall not be unreasonably denied. Access shall be during the regular working hours of the employee and only for the purpose of investigating an employee's grievance, **and to meet with employees.**

For the State

For FPD / SEAG

Michael Mattimore
State's Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

Article 7
EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

SECTION 1 – Standards of Conduct and Performance

(A) The Selected Exempt Service is designed to provide the delivery of high-quality performance in selected classifications by facilitating the state’s ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs. Moreover, the state recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(B) Each employee shall be provided a copy of his current position description.

(C) The performance of employees shall be evaluated in accordance with Chapter 60L-35, Florida Administrative Code.

(D) Each employee shall serve at the pleasure of the Agency Head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the sole discretion and upon prior review and consideration of the Agency Head or designee. No such personnel action shall be grievable under the grievance article of this Agreement. Upon written request of the Union, agencies will, in accordance with Chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.

SECTION 2 – Employee Certifications

Employees shall ensure that all licensures or certifications required by their profession shall remain in good standing. The reimbursement of required Florida Bar dues, licensures, and/or certifications will be in accordance with the General Appropriations Act.

SECTION 3 – Confidentiality Requirements

Employees shall comply with all confidentiality requirements imposed by agency policy, federal or state law, federal regulation, or administrative rule, including rules or codes of conduct governing attorney conduct as promulgated by the Supreme Court of the State of Florida, or the

For the State

For the FPD

Michael Mattimore
State’s Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

Florida Bar or other professional certification or regulatory body that governs the ability of an employee to practice his particular profession.

SECTION 4 – Employee Representation Right

An employee may request a Union representative be present to advise and/or assist the employee during any investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. Upon the request of the employee, the purpose of the investigation will be explained.

SECTION 5 – State Denial of Representation

The employer may refuse a request for a Union representative during an investigatory interview not intended to lead to discipline of the interviewed employee. If the interview transitions to questions which may lead to the discipline of the interviewed employee, he may have Union representation for the interview to continue.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FPD

Lance Geren
Chief Negotiator

Date

2. The Union proposes modifying Article 7, Section 1 as follows:

Article 7
EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

SECTION 1 – Standards of Conduct and Performance

(A) The Selected Exempt Service is designed to provide the delivery of high-quality performance in selected classifications by facilitating the state’s ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs. Moreover, the state recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(B) Each employee shall be provided a copy of his current position description.

(C) The performance of employees shall be evaluated in accordance with Chapter 60L-35, Florida Administrative Code.

(D) Each employee shall serve at the pleasure of the Agency Head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the sole discretion and upon prior review and consideration of the Agency Head or designee. No such personnel action shall be grievable under the grievance article of this Agreement. **Prior to issuing any suspension, dismissal, reduction in pay, or demotion to any employee, the State shall provide notice to the Union and shall schedule a pre-decision meeting with the employee, and shall provide notice of the pre-decision to the Union. Prior to dismissing any employee, an employee shall be placed on a Performance Improvement Plan setting out any deficiencies the state seeks to correct.** Upon written request of the Union, agencies will, in accordance with Chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.

For the State

For FPD / SEAG

Michael Mattimore
State’s Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

**Article 18
WAGES**

SECTION 1 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 2 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issue.

SECTION 3 – Competitive Pay Adjustments – Department of Business and Professional Regulation

In accordance with the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, the Department of Business and Professional Regulation is authorized to increase the annual base rate of pay of each position with the classification of Attorney (class code 7736) to \$52,000 and each position with the classification of Senior Attorney (class code 7738) to \$62,000, effective July 1, 2021.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FPD

Lance Geren
Chief Negotiator

Date

3. The Union proposes modifying Article 18 as follows:

Article 18
WAGES

SECTION 1 – General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal Year 2021-2022 ~~2020-2021~~ General Appropriations Act.

SECTION 2 – Performance Pay

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2021-2022 ~~2020-2021~~, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 3 – Competitive Pay Adjustments

In accordance with the General Appropriations Act for Fiscal Year 2021-2022 ~~2020-2021~~, effective October July 1, 2021 ~~2020~~, the annual base rate of pay of each position with the classification of Attorney (class code 7736) shall be increased to \$52,000, and each position with the classification of Senior Attorney (class code 7738) shall be increased to \$65,000. ~~all eligible employees shall receive a pay adjustment of 3.0 percent (3%) based on the employees’ September 30, 2020, base rate of pay. The minimum annual increase shall be \$5,000 \$1,000.~~

For the State

For FPD / SEAG

Michael Mattimore
State’s Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

**State Employees Attorneys Unit - CBU 81
Fiscal Year 2021-2022**

| Union/Issue | Estimated Cost | Comments |
|--|----------------|---|
| Article 18, Section 2 - Provides eligible employees with a merit pay increase based on the employee's performance. | Indeterminate | Contingent on the availability of funds and the Agency Head's discretion which is unknown at this time. |
| Article 18, Section 3 - Effective July 1, 2021, increase the Attorney classification (class code 7736) to \$52,000 and the Senior Attorney classification (class code 7738) to \$65,000. The minimum increase shall be \$5,000. | \$7.25 million | <p>For Class Code 7736: Calculation is based on a total of 112 FTE , effective July 1, 2021; 9 FTE already had a base rate greater than \$52,000 and a \$5,000 minimum increase was calculated for those positions; 46 FTE had a base rate below \$52,000, however, the increase needed to bring them up to \$52,000 was below the \$5,000 minimum, therefore the difference in base rate up to \$5,000 was added; the remaining 57 FTE were increased to \$52,000 and increases were greater than the \$5,000 minimum.</p> <p>For Class Code 7738: Calculation is based on a total of 717.50 FTE, effective July 1, 2021; 349 FTE already has a base rate greater than \$65,000 and a \$5,000 minimum increase was calculated for those positions; 84 FTE had a base rate below \$65,000, however, the increase needed to bring them up to the \$65,000 was below the \$5,000 minimum, therefore the difference in base rate up to \$5,000 was added; the remaining 286 FTE were increased to \$65,000 and increases were greater than \$5,000 minimum.</p> <p>For both classes, PeopleFirst data as of January 20201 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.</p> |



**The State of Florida and the Federation of Physicians and Dentists
Selected Exempt Service (SES) Physicians Unit
FY 2021 – 2022 Collective Bargaining Reopener Negotiations**

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 2, 2021

The parties have tentatively agreed to revisions for the following article(s):

Article 19 – Insurance Benefits (However, Employee Premiums Remain Unchanged)

The parties have tentatively agreed that the following article(s) will remain Status Quo:

None

The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:

Article 5 – Employee Rights, Management, and Union Communication
Article 7 – Employee Standards of Conduct and Performance
Article 18 – Wages

REFERENCE

A copy of the current SES Physicians Unit agreement can be found at the following link:

[FPD - SES Physicians Unit Successor Agreement Effective 1-27-21 -- 6-30-23.pdf \(myflorida.com\)](#)

Federation of Physicians and Dentists (FPD)
SES Physicians Unit - State Personnel System
Current Agreement Expires: June 30, 2023
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Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|---|--|--|
| 5 - Employee Rights, Management, and Union Communications | <p>11/16/20: No Proposal.</p> <p>2/11/21: Proposed Status Quo.</p> | <p>11/16/20: Adds language to Section 10(B) that provides for the Union "... to meet with newly hired employees and non-members to provide them with information about the Union and to update information on the Union's bulletin boards as provided in Section 4" of this Article.</p> <p>2/11/21: Revised Section 10(B) by leaving the language as status quo with the exception of adding " ..., and to meet with employees." to the last sentence of this Section.</p> | <p>The logistics of allowing the Union to meet with every newly hired or non-member employee are impractical and would create a hardship for the agencies.</p> |

Federation of Physicians and Dentists (FPD)
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|------------------------|---|--|
| 7 - Employee Standards of Conduct and Performance | 11/16/20: No Proposal. | <p>11/16/20: Adds sentence to Section 1(A) that stipulates "... 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."</p> <p>Revises Section 1(D) to remove the sentence stipulating that "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." Adds language that stipulates "Prior to issuing any suspension, dismissal, reduction in pay, or demotion to any employee, the State shall provide notice to the Union and shall schedule a pre-decision meeting with the employee, and shall provide notice of the pre-decision to the Union."</p> | <p>This language is in the current Agreement under Article 7, Section 1(B), second sentence.</p> <p>This practice is not required for SES employees and would be a waiver of management rights. Further, pursuant to Chapter 110.604, F.S., employees in the SES units 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.</p> |
| (continued below) | | | |

Federation of Physicians and Dentists (FPD)
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|--|-------------------------------|---|
| 7 - Employee Standards of Conduct and Performance (continued from above) | 2/11/21: No Proposal. 2/18/21: Moves the sentence "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." from Section 1(B) to the end of Section 1(A). | 2/11/21: No Revised Proposal. | This language is currently in the FPD-SES Attorneys Agreement in Article 7, Section 1(A). |

Federation of Physicians and Dentists (FPD)
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------|------------------------|---|--|
| 18 - Wages | 11/16/20: No Proposal. | 11/16/20: Revises Section 3 - Competitive Pay Adjustments to include the following: Effective October 1, 2021, all eligible employees with less than 15 years of service shall receive a pay adjustment of 3% based on the employees' September 30, 2021 base rate of pay. The minimum annual increase shall be \$1,000. Adds language that employees with at least 15 years of service, but less than 25 years of service shall receive a pay adjustment of 4.5% based on the employee's September 30, 2021 base rate of pay. Also provides employees with at least 25 years of service with a pay adjustment of 6% based on the employee's September 30, 2021 base rate of pay. | OPB Cost Analysis: \$688,332. Estimated cost is based on a total filled FTE of 96.65 as follows: 3% increase for 73.95 FTE with less than 15 years of service; 4.5% increase for 15.4 FTE with at least 15 years but less than 25 years of service; and a 6% increase for 7.3 FTE with at least 25 years of service. People First data as of 10/30/20 was the source of the calculation. Includes full-time and part-time filled positions. There are 3 FTE for which the annual increase would have been less than \$1,000. These are part-time FTE who have 13, 30, and 32 years of service. |
| (continued below) | | | (continued below) |

Federation of Physicians and Dentists (FPD)
SES Physicians Unit - State Personnel System
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|-------------------------------|---|---|
| 18 - Wages (continued from above) | 2/11/21: No Revised Proposal. | 2/11/21: Revised Proposal to reference Fiscal Year 2021-2022. Revised Section 3-Competitive Pay Adjustments to provide that "... effective July 1, 2021, all eligible employees shall receive a pay adjustment of 4.0 percent (4%) based on the employee's June 30, 2021, base rate of pay." Further provides that "The minimum annual increase shall be \$1,000." | OPB Cost Analysis: \$1,082,781. Calculation is based on a 4% increase for 220.70 FTE for 12 months with a minimum increase of \$1,000. People First data as of January 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts. |

Federation of Physicians and Dentists (FPD)
SES Physicians Unit - State Personnel System
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------|--|---|--|
| 19 - Insurance Benefits | <p>11/16/20: No Proposal.</p> <p>1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposes that benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2021-2022.</p> <p>2/11/21: No Revised Proposal.</p> | <p>11/16/20: Proposed Status Quo - no change for 2021-2022 benefits.</p> <p>2/11/21: No Revised Proposal.</p> | <p>2/11/21: Union tentatively agreed to State's Proposal of 1/27/21.</p> |

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 – 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.

SECTION 3 – Consultation Meetings

(A) Upon request by the Union, the Secretary of the Department of Management Services or 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 or 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 agreed to by the Agency Head or designee and the Union.

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

(D) The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement and any activity which affects employees. No meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven calendar days prior to the scheduled meeting date, the parties shall exchange agenda indicating the matters they wish to discuss.

For the State

For the FPD

Michael Mattimore
State’s Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

(E) 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 4 – Bulletin Boards

(A) Where requested in writing, and where justified by the number of employees affected, the state agrees to furnish at state institutions where employees are employed, wall space not to exceed 20” X 30” for Union purchased bulletin boards. Space will be provided in those areas as 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 employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of employees. 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 – Employee Lists

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

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

For the State

For the FPD

Michael Mattimore
State’s Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

agrees, therefore, that these exempt data are provided for the sole and exclusive use of the Union in carrying out its role as certified bargaining agent. This information may not be relayed, sold, or transferred to a third party and may not be used by an entity or individual for any purpose other than Union business.

SECTION 6 – 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.

SECTION 7 – Negotiations

(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) The Union may designate certain employees to serve on its negotiation committee, and such employees will be granted administrative leave to attend negotiation sessions with the state. The Union negotiation committee shall be limited to up to five employees and no more than two per agency. The state shall not reimburse employees for travel, meals, and lodging in connection with negotiations unless the state specifically requests that an employee be in attendance to elaborate on a particular issue.

SECTION 8 – Employee Assistance Programs

The state and the Union encourage and support the creation of Employee Assistance Programs by agencies, and the utilization of such programs by employees.

SECTION 9 – Charitable Solicitations

Employee participation in charitable drives is voluntary.

For the State

For the FPD

Michael Mattimore
State’s Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

SECTION 10 – Representative Access

(A) The state agrees that designated Union Representatives shall have access to state controlled premises where 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. Access shall be during the regular working hours of the employee and only for the purpose of investigating an employee’s grievance.

SECTION 11 – Professional Council

(A) A physician’s professional council may be organized at a state institution or facility employing more than ten employees, or in the case of Public Health Departments, such councils shall be comprised of up to six 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 members and not more than one council member may be selected from the same location or work unit. A chairperson will be elected annually from the council members.

SECTION 12 – Employee Rights

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

For the FPD

Michael Mattimore
State’s Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

SECTION 13 – Creditors

The state shall not assist a creditor in collecting any debt unless requested by court order or applicable law.

SECTION 14 – Prohibited Personnel Practices or Policies

Employees shall not be subjected to prohibited personnel practices or policies.

SECTION 15 – Copy of Job Description

Each employee shall be provided access to a copy of his current job description.

SECTION 16 – Toll Allowance

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 – Outside Employment

An employee who wishes to perform other employment outside of state government shall secure approval in advance. 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

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Lance Geren
Chief Negotiator

Date

THE STATE OF FLORIDA

and

THE FEDERATION OF PHYSICIANS AND DENTISTS

**Selected Exempt Service
Physicians Bargaining Unit**

Fiscal Year: 2021-2022

Union Proposal: February 11, 2021

1. The Union proposes modifying Article 5, Section 10 as follows:

Article 5

EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 10 – Representative Access

(A) The state agrees that designated Union Representatives shall have access to state controlled premises that are open to the public where employees are employed.

(B) If any area of the state's premises is otherwise restricted to the public, permission must be requested to enter the area, permission shall not be unreasonably denied. Access shall be during the regular working hours of the employee and only for the purpose of investigating an employee's grievance, and to meet with employees.

For the State

For FPD

Michael Mattimore
State's Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

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 workforce 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) Consistent with applicable statutes, an employee’s off-the-job conduct shall not result in disciplinary action unless such conduct impairs his effectiveness as an employee. ~~Moreover, the state recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.~~

(C) The duties and responsibilities for each Selected Exempt Service class of Physician and Senior Physician are assigned by the respective agencies.

(D) Each employee shall serve at the pleasure of the Agency Head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the Agency Head. No final action will be taken prior to a review by the Agency Head or designee. Upon written request and receipt of payment, the state shall provide the Union with copies of any public records related to the adverse personnel action. All requests and all documents provided shall be in accordance with Chapter 119, Florida Statutes. If any adverse action is taken because of an alleged violation of Chapter 458 or 459 of the Florida Statutes, the employee shall be entitled to a “peer review” prior to the action being taken. Such “peer review” shall be as prescribed by law, medical staff by-laws, or for county Health Units in accordance with Section 2 of this Article.

(E) Administrators shall not discipline employees in the presence of other staff members.

For the State

For the FPD

Michael Mattimore
State’s Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

SECTION 2 – Performance Evaluations

The performance of employees shall be evaluated in accordance with Chapter 60L-35, Florida Administrative Code.

(A) Performance evaluations shall be directed to identify strengths as well as weaknesses.

(B) Employees shall be evaluated at least annually on the date determined by their agency.

(C) Each employee shall be informed of the criteria and procedure to be used in the evaluation process.

(D) The employee shall have the right to submit a written statement to be attached to the written evaluation.

(E) The employee shall be provided a copy of the evaluation at the time it is signed by him acknowledging receipt.

SECTION 3 – 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 4 – State Denial of Representation

The employer may refuse a request for a Union representative during an investigatory interview not intended to lead to discipline of the interviewed employee. If the interview transitions to questions which may lead to the discipline of the interviewed employee, he may request Union representation for the interview to continue.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FPD

Lance Geren
Chief Negotiator

Date

2. The Union proposes modifying Article 7, Section 1 as follows:

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. **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) Consistent with applicable statutes, an employee’s off-the-job conduct shall not result in disciplinary action unless such conduct impairs his effectiveness as an employee. Moreover, the state recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(C) The duties and responsibilities for each Selected Exempt Service class of Physician and Senior Physician are assigned by the respective agencies.

(D) Each employee shall serve at the pleasure of the Agency Head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the Agency Head. No final action will be taken prior to a review by the Agency Head or designee. ~~Upon written request and receipt of payment, the state shall provide the Union with copies of any public records related to the adverse personnel action.~~ **Prior to issuing any suspension, dismissal, reduction in pay, or demotion to any employee, the State shall provide notice to the Union and shall schedule a pre-decision meeting with the employee, and shall provide notice of the pre-decision to the Union.** 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

Michael Mattimore
State’s Chief Labor Negotiator

Date

For FPD

Lance Geren
Chief Negotiator

Date

Article 18
WAGES

SECTION 1 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 2 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FPD

Lance Geren
Chief Negotiator

Date

3. The Union proposes modifying Article 18 as follows:

**Article 18
WAGES**

SECTION 1 – General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal Year 2021-2022 ~~2020-2021~~ General Appropriations Act.

SECTION 2 – Performance Pay

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2021-2022 ~~2020-2021~~, contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 3 – Competitive Pay Adjustments

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2021-2022 ~~2020-2021~~, effective ~~October~~ July 1, 2021 ~~2020~~, all eligible employees shall receive a pay adjustment of 4.0 percent (4%) ~~3.0 percent (3%)~~ based on the employees' ~~June~~ September 30, 2021 ~~2020~~, base rate of pay. The minimum annual increase shall be \$1,000.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FPD

Lance Geren
Chief Negotiator

Date

**Physicians Unit - CBU 80
Fiscal Year 2021-2022**

| Union/Issue | Estimated Cost | Comments |
|--|----------------|--|
| Article 18, Section 2 - Provides eligible employees with a merit pay increase based on the employee's performance. | Indeterminate | Contingent on the availability of funds and the Agency Head's discretion which is unknown at this time. |
| Article 18, Section 3 - Competitive Pay Adjustments - 4% increase effective July 1, 2021 for all eligible employees based on the employees' June 30, 2021 base rate of pay. Minimum annual increase shall be \$1,000. | \$ 1,082,781 | Calculation is based on a 4% increase for 220.70 FTE for 12 months with a minimum increase of \$1,000. PeopleFirst data as of January 20201 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts. |



The State of Florida and the Federation of Physicians and Dentists Selected Exempt Service (SES) Supervisory Non-Professional Unit FY 2021 – 2022 Collective Bargaining Reopener Negotiations

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 2, 2021

The parties have tentatively agreed to revisions for the following article(s):

Article 27 – Insurance Benefits (However, Employee Premiums Remain Unchanged)

The parties have tentatively agreed that the following article(s) will remain Status Quo:

None

The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:

Article 5 – Union Activities and Employee Representation
Article 7 – Employee Standards of Conduct
Article 25 – Wages

The following article(s) were opened by the Union and subsequently withdrawn. Article(s) will remain Status Quo:

Article 18 – Hours of Work / Overtime & Leaves of Absence

REFERENCE

A copy of the current SES Supervisory Non-Professional Unit agreement can be found at the following link:

[FPD-SES -Supervisors 2020-2023 Successor Agreement Effective 1-27-21 -- 6-30-23.pdf \(myflorida.com\)](#)

Federation of Physicians and Dentists (FPD)
SES Supervisors Unit - State Personnel System
Current Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 18, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|--|--|--|
| 5 - Union Activities and Employee Representation | <p>11/16/20: No Proposal.</p> <p>2/11/21: Proposed Status Quo.</p> | <p>11/16/20: Adds language to Section 7(B) that provides for the union "to meet with newly hired employees and non-members to provide them with information about the Union and to update information on the Union's bulletin boards as provided in Section 4" of this Article.</p> <p>2/11/21: Revised Section 7(B) by leaving the language as status quo with the exception of adding "..., and to meet with employees." to the last sentence.</p> | <p>The logistics of allowing the union to meet with every newly hired or non-member employee are impractical and would create a hardship for the agencies.</p> |

Federation of Physicians and Dentists (FPD)
SES Supervisors Unit - State Personnel System
Current Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 18, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-----------------------------------|------------------------|--|---|
| 7 - Employee Standards of Conduct | 11/16/20: No Proposal. | <p>11/16/20: Adds sentence to Section 4(A) that stipulates "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."</p> <p>Adds language to Section 4(C) that states: "Prior to issuing any suspension, dismissal, reduction in pay, or demotion to any employee, which shall only be done for just cause, the State shall provide notice to the Union and shall schedule a pre-decision meeting with the employee, and shall provide notice of the pre-decision to the Union."</p> | <p>This language was included in the SES Physicians' first Agreement (1991-1994), as well as the SES Attorneys' first Agreement (2005-2008). The language has remained and continues to be included in the current Agreements for both units.</p> <p>This practice is not required for SES employees and would be a waiver of management rights. Further, pursuant to Chapter 110.604, F.S., employees in the SES units 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.</p> |
| (continued below) | | (continued below) | |

Federation of Physicians and Dentists (FPD)
SES Supervisors Unit - State Personnel System
Current Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 18, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|---|--|---|
| 7-Employee Standards of Conduct (continued from above) | 2/11/21: No Proposal. 2/18/21: Adds as a last sentence to Section 4(A) - "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." | (continued from above) Removes the sentence that stipulates that upon written request of the Union, agencies will in accordance with Chapter 119, F.S., provide the Union documentation related to the personnel action. 2/11/21: No Revised Proposal. | This language is currently in Article 7 of the FPD-SES Attorneys and Physicians Agreements. |

Federation of Physicians and Dentists (FPD)
SES Supervisors Unit - State Personnel System
Current Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 18, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|-------------------------------|---|---|
| 18 - Hours of Work/ Overtime & Leaves of Absence | 11/16/20: No Proposal. | 11/16/20: Adds new Section 2(F) that stipulates "Non-exempt (included) employees who are assigned to be on weekly on-call shall receive a 5 percent (5%) premium during any on-call week. When included employees are called in to perform work while on-call, the employee shall be guaranteed at least two (2) hours of pay." | Pursuant to s. 110.2035(7), F.S., all pay additives, including on call, are a form of compensation specific to the Career Service. Accordingly, Rule 60L-32.0012, F.A.C., regarding on call pay additives and Rule 60L-34.0031, F.A.C., regarding the two-hour call back minimum, specifically apply to Career Service positions. Consequently, pay additives for positions outside of the Career Service are not permitted under state compensation law. |
| | 2/11/21: Proposed Status Quo. | 2/11/21: Union withdrew their Proposal of 11/16/20. | 2/11/21: Article remains at Status Quo. |

Federation of Physicians and Dentists (FPD)
SES Supervisors Unit - State Personnel System
Current Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 18, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|---|--|--|
| 25 - Wages (continued from above) | <p>1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposal maintains current pay levels and provides for, from current agency budgets, performance based merit pay; and discretionary pay adjustments to address retention, pay inequities, or other staffing issues.</p> <p>2/11/21: No Revised Proposal.</p> | <p>2/11/21: Revised Proposal to reference Fiscal Year 2021-2022.</p> <p>Revised Section 3-Competitive pay Adjustments to provide that "... effective July 1, 2021, all eligible employees shall receive a pay adjustment of 4.0 percent (4%) based on the employees' June 30, 2021, base rate of pay." Further provides that "The minimum annual increase shall be \$1,000."</p> | <p>OPB Cost Analysis: \$2.14 Million.</p> <p>Calculation is based on a 4% increase for 1,246.75 FTE for 12 months, including 90 FTE for which a minimum increase of \$1,000 was calculated. People First data as of January 2021 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts.</p> |

Federation of Physicians and Dentists (FPD)
SES Supervisors Unit - State Personnel System
Current Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 18, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------|--|---|--|
| 27 - Insurance Benefits | <p>11/16/20: No Proposal.</p> <p>1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposes that benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2021-2022.</p> <p>2/11/21: No Revised Proposal.</p> | <p>11/16/20: Proposed Status Quo - no change for 2021-2022 benefits.</p> <p>2/11/21: No Revised Proposal.</p> | <p>2/11/21: Union tentatively agreed to State's Proposal of 1/27/21.</p> |

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 2 – 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 3 – Consultation Meetings

(A) Upon request by the Union, the Secretary of the Department of Management Services or designee or the Agency Head or 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 agreed to by the state and the Union.

(B) 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 participant, such hours shall be deemed time worked. Attendance at the consultation meeting outside of regular working hours shall not be deemed time worked.

(C) The purpose of consultation meetings shall be to discuss matters relating to the administration of this Agreement and any activity which affects employees. No meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.

(D) Decision(s) reached through consultation meetings shall be reduced to writing by the state and a copy shall be furnished to the Union.

For the State

For the FPD

Michael Mattimore
State’s Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

SECTION 4 – Bulletin Boards

(A) Union bulletin boards may be used to communicate with and inform employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of employees. Notices posted on these bulletin boards shall not contain inflammatory material about the state, its officers, or employees; nor shall any posted material violate or have the effect of violating 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.

SECTION 5 – Employee Lists

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

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

SECTION 6 – Broadbanding Occupational Level Lists

Upon request, the state will provide a list of position/occupational levels for employees to the authorized Union representative.

For the State

For the FPD

Michael Mattimore
State’s Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

SECTION 7 – 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 employees are employed, consistent with applicable law.

(B) If an area of the state’s premises is restricted to the public, permission may be requested to enter the area; permission will not be unreasonably denied. Access shall be during the regular working hours of the employee and only for the purpose of investigating an employee’s grievance.

SECTION 8 – Negotiations

(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) The Union may designate employees to serve on its Negotiation Committee, and the employees will be granted administrative leave to attend negotiating sessions with the state. No employee shall be credited with more than the number of hours in the employee’s regular workday for a day the employee is in negotiations. The total number of hours paid employees on the Negotiation Committee during the term of the Agreement shall not exceed 250 hours. The agency shall not reimburse employees for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

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

For the State

For the FPD

Michael Mattimore
State’s Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

THE STATE OF FLORIDA

and

THE FEDERATION OF PHYSICIANS AND DENTISTS

**Selected Exempt Service
Supervisory Non-Professional Bargaining Unit**

Fiscal Year: 2021-2022

Union Proposal: February 11, 2021

1. The Union proposes modifying Article 5, Section 7 as follows:

Article 5

UNION ACTIVITIES AND EMPLOYEE REPRESENTATION

SECTION 7 – 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 employees are employed, consistent with applicable law.

(B) If an area of the state's premises is restricted to the public, permission may be requested to enter the area; permission shall not be unreasonably denied. Access shall be during the regular working hours of the employee and only for the purpose of investigating an employee's grievance, **and to meet with employees.**

For the State

For FPD

Michael Mattimore
State's Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

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 an investigation meeting in which the employee is being questioned relative to alleged misconduct of the employee. The purpose of the investigation will be explained to the employee prior to the time of the meeting.

SECTION 2 – Employee Election

An employee’s rights are not violated where an investigatory proceeding takes place and the employee fails to request representation unless the employer fails to advise the employee of the purpose of the meeting.

SECTION 3 – State Denial of Representation

The employer may refuse a request for a Union representative during an investigatory interview not intended to lead to the discipline of the interviewed employee. If the interview transitions to questions which may lead to the discipline of the interviewed employee, he or she may have Union representation for the interview to continue.

SECTION 4 – Standards of Conduct

(A) The Selected Exempt Service, to which occupational level positions within this unit are assigned, is designed to provide the delivery of high-quality performance in selected positions by facilitating the state’s ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs. 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) The duties and responsibilities for each of the occupational level positions are assigned by the respective agencies.

For the State

For the FPD

Michael Mattimore
State’s Chief Labor Negotiator

Lance Geren
Chief Negotiator

Date

Date

(C) Each employee shall serve at the pleasure of the Agency Head and may be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion and upon prior review and consideration of the Agency Head or designee. Upon written request of the Union, agencies will in accordance with Chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.

(D) If not available electronically, the state will, upon the payment of appropriate costs, provide the Union with copies of public records related to all personnel actions. Requests shall be provided in accordance with Chapter 119, Florida Statutes.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For the FPD

Lance Geren
Chief Negotiator

Date

2. The Union proposes modifying Article 7, Section 4 as follows:

Article 7
EMPLOYEE STANDARDS OF CONDUCT

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. 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) The duties and responsibilities for each of the occupational level positions are assigned by the respective agencies.

(C) Each employee shall serve at the pleasure of the Agency Head and may be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion and upon prior review and consideration of the Agency Head or designee. Prior to issuing any suspension, dismissal, reduction in pay, or demotion to any employee, which shall only be done for just cause, the State shall provide notice to the Union and shall schedule a pre-decision meeting with the employee, and shall provide notice of the pre-decision to the Union. ~~Upon written request of the Union, agencies will in accordance with Chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.~~

(D) If not available electronically, the state will, upon the payment of appropriate costs, provide the Union with copies of public records related to all personnel actions. Requests shall be provided in accordance with Chapter 119, Florida Statutes.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FPD

Lance Geren
Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 2 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For the FPD

Lance Geren
Chief Negotiator

Date

3. The Union proposes modifying Article 25 as follows:

Article 25
WAGES

SECTION 1 – General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal Year 2021-2022 ~~2020-2021~~ General Appropriations Act.

SECTION 2 – Performance Pay

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2021-2022 ~~2020-2021~~, contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 3 – Competitive Pay Adjustments

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2021-2022 ~~2020-2021~~, effective ~~October~~ July 1, 2021 ~~2020~~, all eligible employees shall receive a pay adjustment of 4.0 percent (4%) ~~3.0 percent (3%)~~ based on the employees' ~~June~~ September 30, 2021 ~~2020~~, base rate of pay. The minimum annual increase shall be \$1,000.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FPD

Lance Geren
Chief Negotiator

Date

**Non-Professional Supervisors - CBU 86
Fiscal Year 2021-2022**

| Union/Issue | Estimated Cost | Comments |
|---|-----------------|--|
| Article 25, Section 2 - Provides eligible employees with a merit pay increase based on the employee's performance. | Indeterminate | Contingent on the availability of funds and the Agency Head's discretion which is unknown at this time. |
| Article 25 Section 3 - Competitive Pay Adjustments - 4% increase effective July 1, 2021 for all eligible employees based on the employees' June 30, 2021 base rate of pay. Minimum annual increase shall be \$1,000. | \$ 2.14 Million | Calculation is based on a 4% increase for 1,246.75 FTE for 12 months, including 90 FTE for which a minimum increase of \$1,000 was calculated. PeopleFirst data as of January 20201 transferred into LAS/PBS was the source for the calculation. Includes all positions, both filled and vacant. This amount includes retirement/FICA impacts. |



**The State of Florida and the Florida State Fire Service Association
Fire Service Unit
FY 2021 – 2022 Collective Bargaining Reopener Negotiations**

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 2, 2021

The parties have tentatively agreed to revisions for the following article(s):

Article 27 – Insurance Benefits (However, Employee Premiums Remain Unchanged)

The parties have tentatively agreed that the following article(s) will remain Status Quo:

Article 26 – Uniforms, Equipment, and Awards

The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:

Article 25 – Wages

REFERENCE

A copy of the current Fire Service Unit agreement can be found at the following link:

[FSFA- Fire Service Unit Successor Agreement Effective 1-27-21 - 6-30-23.pdf \(myflorida.com\)](#)

Florida State Fire Service Association (FSFSA)
Fire Service Unit - State Personnel System
Current Three-Year Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 8, 2021
Fiscal Year 2021-2022 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------------------|----------------|--|---|
| 25- Wages (continued from above) | | (continued from above) Revises Section 5 to reflect the following: "A Comprehensive Area Differential pay review shall be provided for each represented bargaining unit position within the Florida State Fire Service Association. Review shall be conducted and to adjust pay within these positions to bring them in line with current costs of living and equitable wage provisions for same job which have increased causing hiring and retention of staff within the assigned positions." "Review results shall be provided for review to the Florida State Fire Service Association." | (continued from above) OPB cost analysis: Cost is indeterminate. Costing would depend on the completed review and is unknown at this time. There are approximately 67 FTE within the CBU 11 that currently have a Competitive Area Differential (CAD) amount of \$128,818. |
| (continued below) | | (continued below) | (continued below) |

Florida State Fire Service Association (FSFSA)
Fire Service Unit - State Personnel System
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Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------------------|-----------------------|---|---|
| 25- Wages (continued from above) | | (continued from above) Revises Section 6 to reflect the following: "Amendment 2 adjustments provided by voter approval shall be applied to those positions within the Florida State Fire Service Association in tandem when provided each provisional year to maintain proper separation of pay scales and seniority for those positions which are already employed and hold pay in excess of that provision to be reached." | (continued from above) OPB cost analysis: Cost is indeterminate. Costing would depend on determination of a proper separation of pay scale and seniority of positions. |
| (continued below) | 1/15/21: No Proposal. | 1/15/21: No Revised Proposal. | |

Florida State Fire Service Association (FSFSA)
Fire Service Unit - State Personnel System
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|--|----------------|----------|
| 25- Wages (continued from above) | 1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposal maintains current pay levels and provides for, from current agency budgets, a temporary special duties pay additive of up to 15 percent for certain emergency deployments; performance based merit pay; and discretionary pay adjustments to address retention, pay inequities, or other staffing issues. | | |
| (continued below) | (continued below) | | |

Florida State Fire Service Association (FSFSA)
Fire Service Unit - State Personnel System
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------------------|--|----------------|----------|
| 25- Wages (continued from above) | (continued from above) Pursuant to section 110.219(7), F.S., provides the option for an annual leave payment each December of up to 24 hours for permanent Career Service employees, subject to the availability of agency funds. | | |

Florida State Fire Service Association (FSFSA)
Fire Service Unit - State Personnel System
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|------------------------|--|---|
| 26 - Uniforms, Equipment & Awards | 11/13/20: No Proposal. | 11/13/20: Revises Section 2 to reflect the following: (B)Shield or star style badges shall be provided to employees for identification during times of service and emergency operations. Collar brass will continue to be standard issue per agency policy. | 11/13/20: DCF stated that their firefighters wear badges, but not shields. The badges are custom ordered and agency specific. The badge identifies the firefighter is with the Florida State Hospital and includes their rank and insignia. If a firefighter is dismissed/resigns the badge gets turned into the Chief's office and is reused. However, if someone retires they get to keep the badge which is normal practice among public safety services. The agency has 16 positions in the unit and orders between 0-6 badges per year costing around \$45-70 each, depending on rank. It is noteworthy that DCF firefighters are structural firefighters. |
| (continued below) | (continued below) | (continued below) | (continued below) |

Florida State Fire Service Association (FSFSA)
Fire Service Unit - State Personnel System
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|----------------|---|--|
| 26 - Uniforms, Equipment & Awards (continued from above) | | Adds new subsection 2(D) to reflect the following: (D)Employees will be permitted to wear work t-shirt with Agency designated design with Local S-20 design to be permitted to be displayed below when not engaged in activities which require Full Uniform service. T-shirts will be provided by the FSFSA at request of members. | Florida Forest Service indicated that these additional identification badges are unnecessary. The uniforms and vehicles issued are clearly marked. Subsection 2(D) was previously proposed by the union in the 2020-21 FY Negotiations. Florida Forest Service stated that wearing t-shirts on duty is against the agency uniform policy. DACS does not allow any third party logo on their uniforms or t-shirts. |

Florida State Fire Service Association (FSFSA)
Fire Service Unit - State Personnel System
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Each party may open up to 3 Articles plus Wages and Insurance Benefits
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------|---|----------------|---|
| 27 - Insurance Benefits | <p>1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposes that benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2021-2022.</p> <p>2/8/21: No Revised Proposal.</p> | | 2/8/21: Union Tentatively agreed to State's 1/27/21 proposal. |

Article 25
WAGES

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, and contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 2 – Cash Payout of Annual Leave

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

SECTION 3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 4 –Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

**ARTICLE 25
WAGES**

SECTIONS 1 – 3 Status Quo (except for Yearly Provision Date)

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2021-2022 General Appropriations Act, contingent on the availability of funds and at the Agency Head’s discretion, each agency shall authorize performance pay increases, which shall be outlined within the performance evaluation achievable goals, based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35 Florida Administrative Code. Requirement of employees to obtain and job offer from outside the agency for review if the agency wishes to retain and offer pay increase shall be prohibited.

SECTION 5 – Comprehensive Area Differential

A Comprehensive Area Differential pay review shall be provided for each represented bargaining unit position within the Florida State Fire Service Association. Review shall be conducted and to adjust pay within these positions to bring them in line with current costs of living and equitable wage provisions for same job which have increased causing hiring and retention of staff within the assigned positions. Review results shall be provided for review to the Florida State Fire Service Association.

SECTION 6 – Amendment 2 Maintain Pay Scale and Seniority

Amendment 2 adjustments provided by voter approval shall be applied to those positions within the Florida State Fire Service Association in tandem when provided each provisional year to maintain proper separation of pay scales and seniority for those positions which are already employed and hold pay in excess of that provision to be reached.

For the State

For the FSFSA

Michael Mattimore
State’s Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

**The Florida State Fire Service Association - CBU 11 Wage Proposals
FY 2021-22**

| Union/Issue | Estimated Cost | Comments |
|--|----------------|---|
| Article 25, Section 4 - Provides eligible employees with a merit pay increase based on the employee's performance. | Indeterminate | Contingent on the availability of funds and the Agency Head's discretion which is unknown at this time. |
| Article 25, Section 5 - Provides for a Comprehensive Area Differential pay review and a potential pay adjustment based on such review to bring positions in line with current costs of living and equitable wage provisions. | Indeterminate | Costing would depend on the completed review and is unknown at this time. There are approximately 67 FTE with the CBU 11 that currently have a Competitive Area Differential (CAD) amount of \$128,818. |
| Article 25, Section 6 - Maintain Pay Scale and Seniority as a result of Amendment 2 that was passed by the voters. | Indeterminate | Costing would depend on determination of a proper separation of pay scale and seniority of positions. |
| Article 26, Section 1 - Provides that employees in the Florida Forest Service and at the Florida State Hospital shall have a uniform purchase and boot allowance pursuant to the agency's uniform policy. | Indeterminate | Cannot determine costing without having the details on the agency's uniform policy. |
| Article 26, Section 2 - Provides that equipment required to perform the employee's job duties will be provided at no cost to the employees. | Indeterminate | No information provided on number of employees and equipment/clothing. |
| Article 26, Section 3 - Provides that employees will be permitted to wear certain pins. | Indeterminate | No information provided on number of employees and pins/awards. |
| Article 26, Section 4 - Provides that all non-uniformed employees shall receive a clothing allowance increase from \$250 to \$500 annually. | \$16,148 | No details were provided on the class codes, however, according to last year's identical request, all positions in the class codes 1362, 1364, 1360, 1366, and 8804 which were provided last year were used. Downloaded these class codes using data transferred from PeopleFirst to LAS/PBS as of 10/01/20. There were no positions in the system for class code 1362 - Fire College Instructor. Calculated a \$250 incremental increase allowance for the 60 FTE downloaded. Assuming that there is sufficient funding available for the already existing \$250 allowance. Amount includes FICA impact. |
| Article 26, Section 5 - Provides for recognition awards not to exceed \$100 | Indeterminate | Information is not provided on number of eligible employees. |

**PBA -
Florida Highway Patrol**



**The State of Florida and the Florida Police Benevolent Association
Florida Highway Patrol Unit
FY 2021 – 2022 Collective Bargaining Reopener Negotiations**

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 2, 2021

The parties have tentatively agreed to revisions for the following article(s):

Article 27 – Insurance Benefits (Employee Premiums Remain Unchanged)

The parties have tentatively agreed that the following article(s) will remain Status Quo:

None

The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:

Article 24 – On-Call Assignment – Call Back – Court Appearance

Article 25 – Wages

Article 32 – Management Rights

REFERENCE

A copy of the current Florida Highway Patrol Unit agreement can be found at the following link:

[PBA-Florida Highway Patrol Unit Successor Agreement Effective 1-27-21 -- 6-30-23.pdf \(myflorida.com\)](#)

Florida Police Benevolent Association (PBA)
Florida Highway Patrol Unit - State Personnel System
Current Three-Year Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: March 1, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|--|------------------------|----------|
| 24 - On-Call Assignment - Call Back - Court Appearance (continued below) | 11/17/20: Section 4 - State proposes new subsections to detail each possible scenario: (A) If subpoenaed to appear during regular work hours, officers will be compensated for time work and are required to return to duty to finish their regularly scheduled shift. (B) If subpoenaed to appear within two and one-half hours of the beginning of their shift, officers will report to duty as soon as released and be credited for actual time worked. (C) If subpoenaed within two and one-half hours of the end of their shift, officers will remain on duty until released from court and be credited for actual time worked. (continued below) | 11/17/20: No Proposal. | |

Florida Police Benevolent Association (PBA)
Florida Highway Patrol Unit - State Personnel System
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|---|----------------|----------|
| 24 - On-Call Assignment - Call Back - Court Appearance (continued from above) | (continued from above) (D) If subpoenaed outside of sections A-C, officers will be credited for actual time worked or a minimum of two and one-half hours, whichever is greater. If subpoenaed for multiple cases within a three hour period, officers will remain on duty between cases and be credited for actual time worked. (E) If subpoenaed to appear via video or teleconference, outside of normal scheduled hours, officers will be credited for actual time worked, or a minimum of one hour, whichever is greater. If subpoenaed within one hour before or after their regular shift, officers will report to duty early or remain on duty until released and be credited for actual time worked. | | |

Florida Police Benevolent Association (PBA)
Florida Highway Patrol Unit - State Personnel System
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|------------------------------|--|--|
| 24 - On Call Assignment - Call Back - Court Appearance (continued from above) | 1/8/21: No Revised Proposal. | 1/8/21: Counter Proposal from PBA: Section 4 Deletes the State's proposed new language for sections (B) and (C). Section 4(D) Increases the minimum of credited hours from two and a half to three and a half. Increases the time period from three hours to three and one half hours during which an employee scheduled to appear in person for more than one case or court docket would be required to stay on duty and be credited for actual time worked. (continued below) | 1/8/21: Lt. Col. Thompson explained the State's proposed new language was necessary for FHP to effectively administer Call Back within their operating budget. FHP agreed to run analysis; however, FHP made it clear that their managerial right to control operating costs by flexing time was critically necessary and would not be relinquished. (continued below) |

Florida Police Benevolent Association (PBA)
Florida Highway Patrol Unit - State Personnel System
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Each party may open up to 3 Articles plus Wages and Insurance Benefits
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|---|----------------|--|
| 24 - On-Call Assignment - Call Back - Court Appearance (continued from above) | 3/1/21: Revised Proposal includes a new two year pilot program to run until 6/30/2023. Section 4: (A) An employee who is subpoenaed to appear in person or by virtual or teleconference to provide testimony as a witness in a job-related court case during the employee's regularly assigned shift, including scheduled overtime and Hireback, shall return to duty once they are released by the court to complete their assigned shift while being credited for actual time worked, pursuant to Rule 60L-34.0071(3)(b)2., F.A.C. (continued below) | | 3/1/21: During the pandemic the Courts have leveraged the use of virtual court appearance technology. It is expected that even once the current situation dissipates, the Courts may continue the use of this technology, particularly in the area of traffic court. The proposed two year pilot will allow FHP to gather specific data for the purpose of determining whether contract changes addressing both in person and virtual court appearances can result in cost savings that can be reallocated to overtime dollars for increasing safety on the State's roadways through added FHP on-the-road presence. |

Florida Police Benevolent Association (PBA)
Florida Highway Patrol Unit - State Personnel System
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|---|----------------|----------|
| 24 - On-Call Assignment - Call Back - Court Appearance (continued from above) | (continued from above) (B) At no time will an employee claim more than two and one half (2.5) hours for multiple court appearances within the same two and one half (2.5) hour period of time. [Note: This provision would control upon the end of the pilot.] Section 5 - Court Appearance Pilot for FY 2021-2022 and FY 2022-2023. (A) The parties agree to a pilot program to assess the effectiveness and efficiency of managing court appearances pursuant to the provisions below. (continued below) | | |

Florida Police Benevolent Association (PBA)
Florida Highway Patrol Unit - State Personnel System
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|---|----------------|----------|
| 24 - On-Call Assignment - Call Back - Court Appearance (continued from above) | (continued from above) (B) An employee who is subpoenaed to appear in person or by virtual or teleconference to provide testimony as a witness in a job-related court case during the employee's regularly assigned shift, including scheduled overtime and Hireback, shall return to duty once they are released by the court to complete their assigned shift while being credited for actual time worked, pursuant to Rule 60L-34.0071(3)(b)2., F.A.C. (C) An employee who is subpoenaed to appear in person to provide testimony as a witness in a job-related court case not during the employee's regularly assigned shift (continued below) | | |

Florida Police Benevolent Association (PBA)
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|--|----------------|----------|
| 24 - On-Call Assignment - Call Back - Court Appearance (continued from above) | (continued from above) Also adding the below to the current language in this section: shall be entitled to a minimum of three (3) hours or actual time worked, whichever is greater. At no time will an employee claim more than three (3) hours for multiple court appearances within the same three (3) hour period of time. (D) An employee who is subpoenaed to appear remotely by virtual or teleconference to provide testimony as a witness in a job-related court case not during the employee's regularly assigned shift shall be entitled to a minimum of one and one-half (1.5) hours or actual time worked, whichever is greater. At no time will an employee claim (continued below) | | |

Florida Police Benevolent Association (PBA)
Florida Highway Patrol Unit - State Personnel System
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Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|---|----------------|----------|
| 24 - On-Call Assignment - Call Back - Court Appearance (continued from above) | (continued from above) more than one and one-half (1.5) hours for multiple court appearances within the same one and one-half (1.5) hour period of time. (E) For the period of the Court Appearance Pilot, Section 4 does not apply. (F) The Court Appearance Pilot expires on June 30, 2023 and the contract provisions related to court appearances revert to Section 4. | | |

Florida Police Benevolent Association (PBA)
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Each party may open up to 3 Articles plus Wages and Insurance Benefits
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|------------|---|----------------|----------|
| 25 - Wages | <p>1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposal maintains current pay levels and provides for, from current agency budgets, a temporary special duties pay additive of up to 15 percent for certain emergency deployments; performance based merit pay; and discretionary pay adjustments to address retention, pay iniquities, or other staffing issues.</p> <p>Pursuant to section 110.219(7), F.S., provides the option for an annual leave payment each December of up to 24 hours for permanent Career Service employees, subject to available agency funds.</p> | | |

Florida Police Benevolent Association (PBA)
Florida Highway Patrol Unit - State Personnel System
Current Three-Year Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: March 1, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|-------------------------------|--|----------|
| 25 - Wages (continued from above) | 2/19/21: No Revised Proposal. | 2/19/21: Union presented a verbal counter Proposal that would include a 3% increase across the board, effective on July 1, 2021. | |

Florida Police Benevolent Association (PBA)
Florida Highway Patrol Unit - State Personnel System
Current Three-Year Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: March 1, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------|---|-------------------------------------|--|
| 27 - Insurance Benefits | <p>1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposes that the benefits and employee share of premiums for the State Employee Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2021-2022.</p> <p>Pursuant to section 112.19, F.S., provides for death-in-the-line of duty benefits and that any complaint or claim by an employee of the union concerning these benefits are not subject to the grievance procedure of the agreement.</p> <p>2/19/21: No Revised Proposal.</p> | <p>2/19/21: No Revised Proposal</p> | <p>2/19/21: Union tentatively agreed to State's Proposal of 1/27/21.</p> |

Florida Police Benevolent Association (PBA)
Florida Highway Patrol Unit - State Personnel System
Current Three-Year Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: March 1, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|------------------------|------------------------|--|--|
| 32 - Management Rights | 11/17/20: No Proposal. | 11/17/20: Adds paragraph that stipulates: "If the Governor declares that the contract must be suspended due to a declared state of emergency, the contract will be suspended only for the duration of the declared state of emergency and with the exception that monetary values, benefits and grievances procedures shall not be suspended. Also, the definition of agency needs must constitute an emergency for the agency (an unforeseen combination of circumstances or the resulting state that calls for immediate action)." | 11/17/20: The Union's language is not needed as Article 35 already addresses the suspension of contract provisions during a declared emergency and includes the following language: "...the provisions of this Agreement may be suspended by the Governor or a state agency head during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended..." Although Article 35 does not currently prohibit suspension of grievance procedures, such a prohibition could hinder agency flexibility needed to manage grievances during declared emergencies. |
| | (continued below) | (continued below) | (continued below) |

Florida Police Benevolent Association (PBA)
Florida Highway Patrol Unit - State Personnel System
Current Three-Year Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: March 1, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|---|---|--|
| 32- Management Rights (continued from above) | (continued from above) 12/7/20: No Proposal. 1/8/21: No Proposal. | (continued from above) 12/7/20: No Revised Proposal. 1/8/21: No Revised Proposal. | (continued from above) Also, the PBA proposal defines a term ("agency needs") not used in the agreement and therefore not needed. According to FHP, this proposed change did not arise from any issues specific to DHSMV. The term "monetary values" is not used in current agreement and will require further definition from the Union. 12/7/20: State is reviewing proposed language and will submit a counter proposal when ready. |

Florida Police Benevolent Association (PBA)
Florida Highway Patrol Unit - State Personnel System
Current Three-Year Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: March 1, 2021
Fiscal Year 2021-22 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|--|---|--|
| 32- Management Rights (continued from above) | (continued from above) 1/25/21: State Counter Proposal (Status Quo). | (continued from above) 1/25/21: No Revised Proposal. | (continued from above) 1/25/21: PBA will review language on Article 35 and compare to their proposed language for Article 32. PBA will provide DMS with specific agency cases (not FHP) that have been reported as not processing grievances during COVID so the issue can be addressed outside of negotiations. |

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

SECTION 1 – Definition

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

SECTION 2 – On-Call Additive

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

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

SECTION 3 – Call-Back

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

SECTION 4 – Court Appearances

(A) If an employee is subpoenaed to appear in person to provide testimony as a witness in a job-related court case, during their regularly assigned shift, the employee shall return to duty once they are released by the court to complete their shift. If they are released after the end of their shift, the employee will be credited for actual time worked.

For the State

For PBA-FHP

Michael Mattimore
State’s Chief Labor Negotiator

George J. Corwine
Chief Negotiator

Date

Date

(B) If an employee is subpoenaed to appear in person to provide testimony as a witness in a job-related court case, within two and one-half hours of the beginning of their regularly assigned shift, and they are released prior to the start of their shift, they shall report to duty and be credited for actual time worked.

(C) If an employee is subpoenaed to appear in person to provide testimony as a witness in a job-related court case, within two and one-half hours of the end of their regularly assigned shift, the employee shall remain on duty until they are released from the court and be credited for actual time worked.

(D) Except as provided in (A)-(C) above, if an employee is subpoenaed to appear in person to provide testimony as a witness in a job-related court case, the employee shall be credited for actual time worked, or a minimum of two and one-half hours, whichever is greater. If the employee is scheduled to appear in person for more than one case or court docket within a three-hour period, the employee will remain on duty and shall be credited for actual time worked.

(E) If an employee is subpoenaed to appear remotely by video-conference or teleconference to provide testimony as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of one hour, whichever is greater. Employees who are subpoenaed for video-conference or teleconference appearances scheduled within one hour before or after their regular shift will report for shift early or remain on duty until released and be credited for actual time worked.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA-FHP

George J. Corwine
Chief Negotiator

Date

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

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SECTION 2 – On-Call Additive

(A) When approved as provided herein, an employee who is required to be on-call shall be paid an on-call additive in an amount of ~~one~~ two dollars (~~\$1.00~~ 2.00) per hour for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

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

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(A) If an employee is subpoenaed to appear in person to provide testimony as a witness in a job-related court case, during their regularly assigned shift, the employee shall return to duty once they are released by the court to complete their shift. If they are released after the end of their shift, the employee will be credited for actual time worked.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For PBA-FHP

George J. Corwine
Chief Negotiator

Date

~~(B) — If an employee is subpoenaed to appear in person to provide testimony as a witness in a job-related court case, within two and one-half hours of the beginning of their regularly assigned shift, and they are released prior to the start of their shift, they shall report to duty and be credited for actual time worked.~~

~~(C) — If an employee is subpoenaed to appear in person to provide testimony as a witness in a job-related court case, within two and one-half hours of the end of their regularly assigned shift, the employee shall remain on duty until they are released from the court and be credited for actual time worked.~~

(D) Except as provided in (A)-(C)-above, if an employee is subpoenaed to appear in person to provide testimony as a witness in a job-related court case, the employee shall be credited for actual time worked, or a minimum of ~~two~~ three and one-half hours (3.5), whichever is greater. If the employee is scheduled to appear in person for more than one case or court docket within a three and one-half-hour period, the employee will remain on duty and shall be credited for actual time worked. Court time shall never be flexed unless requested by the bargaining unit member.

(E) If an employee is subpoenaed to appear remotely by video-conference or teleconference to provide testimony as a witness in a job-related court case, not during the employee's regularly assigned shift, the employee shall be credited for actual time worked, or a minimum of ~~one~~ two hours, whichever is greater. Employees who are subpoenaed for video-conference or teleconference appearances scheduled within one hour before or after their regular shift will report for shift early or remain on duty until released and be credited for actual time worked. Court time shall never be flexed unless requested by the bargaining unit member.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For PBA-FHP

George J. Corwine
Chief Negotiator

Date

Article 25
WAGES

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, and contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 2 – Cash Payout of Annual Leave

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

SECTION 3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 4 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator
Unit

George Corwine
Chief Negotiator - Florida Highway Patrol

Date

Date

Article 32
MANAGEMENT RIGHTS

The PBA 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 PBA-FHP

George J. Corwine
Chief Negotiator

Date

Article 32 – Management Rights

The PBA 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. If the Governor declares that the contract must be suspended due to a declared state of emergency, the contract will be suspended only for the duration of the declared state of emergency and with the exception that monetary values, benefits and grievance procedures shall not be suspended. Also, the definition of agency needs must constitute an emergency for the agency (an unforeseen combination of circumstances or the resulting state that calls for immediate action).

For the City

Mike Mattimore
Chief Labor Negotiator

Date

For PBA

George J. Corwine
Chief Labor Negotiator

Date

**PBA –
Law Enforcement Unit**



**The State of Florida and the Florida Police Benevolent Association
Law Enforcement Unit
FY 2021 – 2022 Collective Bargaining Reopener Negotiations**

BACKGROUND

The State and the Union are currently operating under a three-year agreement covering Fiscal Years 2020-2023. During Reopener years, each side may propose to open up to three articles. Additionally, the Wage and Insurance Articles automatically reopen each year, due to their fiscal impact.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 2, 2021

The parties have tentatively agreed to revisions for the following article(s):

Article 27 – Insurance Benefits (However, Employee Premiums Remain Unchanged)

The parties have tentatively agreed that the following article(s) will remain Status Quo:

None

The parties are at statutory impasse on the following article(s); however, the parties continue to collectively bargain and hope to obtain agreement:

Article 25 – Wages

The following article(s) were opened by the Union and subsequently withdrawn. Article(s) will remain Status Quo:

Article 7 – Internal Investigations

Article 10 – Disciplinary Action

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

REFERENCE

A copy of the current Law Enforcement Unit agreement can be found at the following link:

[PBA-Law Enforcement Unit Successor Agreement Effective 1-27-21 -- 6-30-23.pdf \(myflorida.com\)](#)

Florida Police Benevolent Association (PBA)
Law Enforcement Unit - State Personnel System
Current Three-Year Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 1, 2021
Fiscal Year 2021-2022 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-----------------------------|----------------|---|--|
| 7 - Internal Investigations | | 1/28/21: Union electronically submitted a Proposal to the State. 2/1/21: The Union electronically withdrew their 1/28/21 reopener proposal the morning of 2/1/21 and then reiterated the withdrawal and stated their desire to remain at Status Quo on the article at the afternoon negotiation session. | 2/1/21: Article remains at Status Quo. |
| 10 - Disciplinary Action | | 1/28/21: Union electronically submitted a Proposal to the State. 2/1/21: The Union electronically withdrew their 1/28/21 reopener proposal the morning of 2/1/21 and then reiterated the withdrawal and stated their desire to remain at Status Quo on the article at the afternoon negotiation session. | 2/1/21: Article remains at Status Quo. |

Florida Police Benevolent Association (PBA)
Law Enforcement Unit - State Personnel System
Current Three-Year Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 1, 2021
Fiscal Year 2021-2022 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|----------------|---|--|
| 18 - Hours of Work, Leave and Job-Connected Disability | | 1/28/21: Union electronically submitted a Proposal to the State. 2/1/21: The Union electronically withdrew their 1/28/21 reopener proposal the morning of 2/1/21 and then reiterated the withdrawal and stated their desire to remain at Status Quo on the article at the afternoon negotiation session. | 2/1/21: Article remains at Status Quo. |

Florida Police Benevolent Association (PBA)
Law Enforcement Unit - State Personnel System
Current Three-Year Agreement Expires: June 30, 2023
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Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---------------------------------|---|----------------|----------|
| 25 - Wages (continued below) | 1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, The State proposal maintains current pay levels and provides for, from current agency budgets, a temporary special duties pay additive of up to 15 percent for certain emergency deployments; performance based merit pay; and discretionary pay adjustments to address retention, pay inequities, or other staffing issues. (continued below) | | |

Florida Police Benevolent Association (PBA)
Law Enforcement Unit - State Personnel System
Current Three-Year Agreement Expires: June 30, 2023
Status of Collective Bargaining Negotiations as of: February 1, 2021
Fiscal Year 2021-2022 Reopener Agreement Negotiations
Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|---|----------------------|----------|
| 25 - Wages (continued from above) | (continued from above) Pursuant to section 110.219(7), F.S., provides the option for an annual leave payment each December of up to 24 hours for permanent Career Service employees, subject to available agency funds. 2/1/21: No Revised Proposal. | 2/1/21: No Proposal. | |
| 27 - Insurance Benefits (continued below) | 1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposes that the benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2021-2022. (continued below) | | |

Florida Police Benevolent Association (PBA)
Law Enforcement Unit - State Personnel System
Current Three-Year Agreement Expires: June 30, 2023
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Each party may open up to 3 Articles plus Wages and Insurance Benefits
Shaded = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|--|----------------------|---|
| 27 - Insurance Benefits (continued from above) | (continued from above) Pursuant to section 112.19, F.S., provides for death-in-the-line of duty benefits and that any complaint or claim by an employee or the union concerning these benefits are not subject to the grievance procedure of the agreement. 2/1/21: No Revised Proposal. | 2/1/21: No Proposal. | 2/1/21: Union tentatively agreed to State's 1/27/21 Proposal. |

Article 25
WAGES

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 2 – Cash Payout of Annual Leave

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

SECTION 3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 4 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Mario R. Theodore
Assistant General Counsel and Chief Negotiator

Date

Date



ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION

906 North Monroe Street • Tallahassee, Florida 32303
Telephone 850-561-3503 • Facsimile 850-561-0332

March 2, 2021

Senator Ray Rodrigues,
Chair of the Joint Select Committee
on Collective Bargaining
The Florida Senate
330 Knott Building
404 South Monroe Street
Tallahassee, Florida 32399

Representative Jason Fischer,
Chair of the Joint Select Committee
on Collective Bargaining
The Florida House of Representatives
209 House Office Building
402 South Monroe Street
Tallahassee, Florida 32399

Re: Status of Litigation Related to Security Services Collective Bargaining

Dear Senator Rodrigues and Representative Fischer:

The 2020 Legislature resolved several collective bargaining issues through the impasse process by means of HB 5005 and the 2020 General Appropriations Act. One such issue resolved at impasse was Article 23 of the Security Services Unit Collective Bargaining Agreement (SSU CBA) and an eight and one half hour work shift pilot at the Florida Department of Corrections (FDC). The Legislature directed the FDC to institute an eight and one half hour work shift pilot at 25% of the institutions, to monitor certain conduct and report the results to them.

The Florida Police Benevolent Association (PBA) on May 20, 2020, filed an Unfair Labor Practice Charge against the Legislature alleging that the Legislature committed a violation of the Public Employees Relations Act (PERA) in the manner in which it resolved the impasse. The Public Employees Relations Commission (PERC) dismissed the Charge on the basis that the Legislature was not the public employer under PERA.

On July 6, 2020, the PBA filed a second Unfair Labor Practice Charge against the Department of Management Services (DMS) and the FDC alleging that PERA was violated by proposing language for the SSU CBA referencing section 110.219 Florida Statutes, by advocating for the Governor to sign HB 5005 into law, and by resolving the impasse by referencing section

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110.219, Florida Statutes, into the contract. This matter is scheduled for hearing on March 24, 2021. The Governor was added as a party on October 27, 2020.

The PBA filed a third Unfair Labor Practice Charge on July 9, 2020, against the DMS and FDC alleging that an unfair labor practice was committed when the FDC implemented the eight and one half hour shift pilot as mandated by the Legislature in the 2020 GAA. That Charge was dismissed on July 21, 2020 and amended on July 22, 2020. It is scheduled for hearing on March 24, 2021. The Governor was added as a party on October 27, 2020.

The PBA filed a fourth Unfair Labor Practice Charge on December 21, 2020, against the Governor alleging that an unfair labor practice was committed when the FDC made adjustments to policies required to implement the eight and one half hour work shift pilot as mandated by the Legislature in the 2020 GAA. That matter is scheduled for hearing on May 11, 2021.

Separately, the PBA has challenged the resolution of the 2020 impasse to implement an eight and one half hour work shift pilot by the Legislature, through the 2020 GAA, in the action Baiardi et. al v. Lee et. al, Case No. 2020-CA-00171, in the Second Circuit Court of Florida. The action was filed on September 14, 2020 against the Secretary of State, CFO and Secretary of FDC. The action challenges the constitutionality of the Legislature's enactment of the 2020 GAA (alleging violations of Article 1 Section 12, Article 1 Section 6, and Article 1 Section 10 of the Florida Constitution). On February 12, 2021, the CFO was dismissed as a proper party to the action.

Lastly, the PBA has taken the position that it will not negotiate with the State of Florida with regard to the 2021-2022 SSU CBA. As a result, the State has not been provided any counter-proposals from the PBA on State proposals for wages, hours, or benefits.

Sincerely,



Michael Mattimore
Chief Labor Negotiator



**The State of Florida and the Florida Police Benevolent Association
Security Services Unit
FY 2021 – 2022 Collective Bargaining Successor Negotiations**

BACKGROUND

The State and the Union are currently operating under a one-year agreement covering Fiscal Years 2020-2021. The PBA refused to submit the negotiated 2021-2023 contract to unit members for ratification. As a result, the current contract is the status quo plus the impasse items imposed by the 2020 Florida Legislature effective July 1, 2020. The PBA has advised that they will not negotiate for a 2021-2022 contract.

SUMMARY OF NEGOTIATION ACTIVITIES AS OF MARCH 2, 2021

The parties have tentatively agreed to revisions for the following article(s):

None

The parties have tentatively agreed that the following article(s) will remain Status Quo:

None

The parties are at statutory impasse on the following article(s):

Article 23 – Hours of Work/Overtime

Article 25 – Wages

Article 27 – Insurance Benefits

REFERENCE

A copy of the current Security Services Unit agreement can be found at the following link:

[PBA-Security Services Unit Successor Agreement Effective 7-1-2020 -- 6-30-2021](#)

Florida Police Benevolent Association (PBA)
Security Services Unit - State Personnel System
Current One-Year Agreement Expires June 30, 2021
Status of Collective Bargaining Negotiations as of: February 25, 2021
Fiscal Year 2021-22 Successor Agreement Negotiations*
All Articles are open for Negotiations
Shades = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--|--|----------------|---|
| <p style="text-align: center;">*The PBA refused to submit the negotiated 2021-2023 contract to unit members for ratification. As a result, the current contract is the status quo plus the impasse items imposed by the 2020 Florida Legislature effective July 1, 2020. The PBA has advised that they will not negotiate for a 2021-2022 contract and, as a result, we do not have counter proposals from the PBA for Article 23 - Hours of Work/Overtime, Article 25 - Wages, and Article 27 - Insurance Benefits.</p> | | | |
| 23 - Hours of Work/Overtime (continued below) | 2/25/21: Amends Section 1(A) by deleting "The workday shall be defined for each employee in accordance with Section 110.219, Florida Statutes." and adding "At the Department of Corrections, there shall be an 8.5 hour work shift pilot to be administered in accordance with the Fiscal Year 2020-2021 General Appropriations Act. (continued below) | | Language needed to support the continuation of the pilot program currently in place at the Florida Department of Corrections (FDC). The deleted language is not essential to the contract. (continued below) |

Florida Police Benevolent Association (PBA)
Security Services Unit - State Personnel System
Current One-Year Agreement Expires June 30, 2021
Status of Collective Bargaining Negotiations as of: February 25, 2021
Fiscal Year 2021-22 Successor Agreement Negotiations*
All Articles are open for Negotiations
Shades = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|--|----------------|-------------------|
| 23 - Hours of Work/Overtime (continued from above) | (continued from above) Additionally, effective July 1, 2021 or as soon as practicable thereafter, an additional one-third of its institutions or the approximate equivalent shall be converted to the 8.5 hour work shifts at the Department of Corrections. In furtherance of the implementation of the 8.5 hour work shift pilot that is to be administered at the (continued below) | | (continued below) |

Florida Police Benevolent Association (PBA)
Security Services Unit - State Personnel System
Current One-Year Agreement Expires June 30, 2021
Status of Collective Bargaining Negotiations as of: February 25, 2021
Fiscal Year 2021-22 Successor Agreement Negotiations*
All Articles are open for Negotiations
Shades = Closed/Tentative Agreement or Withdrawn

| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|--|----------------|----------|
| 23 - Hours of Work/Overtime (continued from above) | (continued from above) Department of Corrections in accordance with the Fiscal Year 2020-2021 and 2021-2022 General Appropriations Act, the Department of Corrections is authorized to implement the following Department of Corrections' Procedures: (1) Procedure 208.007 titled Extended Workdays for Correctional Officers (effective September 25, 2020); (2) Procedure 208.023 titled Request for Shift Change And Days Off Change (effective September 14, 2020); and (3) Procedure (continued below) | | |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|---|----------------|--|
| 23 - Hours of Work/Overtime (continued from above) | (continued from above) 208.035 titled Correctional Officers' Notification Of Unscheduled Absence (effective September 10, 2020). Amends Section 1(F) to revise the minimum number of hours employees who work an extended shift are given between shifts to 7.5 hours. (continued below) | | (continued from above) This revision is necessary to allow for the overlapping schedule element between shifts; i.e., shift briefings occur during the first 30 minutes of a shift resulting in an overlap of shifts. When an employee has to cover an additional 8-hour shift, it results in the employee working a total of 16.5-hours. This extra 30-minute stayover results in 7.5 hours before the employee is expected to report back on duty. (continued below) |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---|--|----------------|--|
| 23 - Hours of Work/Overtime (continued from above) | (continued from above) Amends Section 2(E) to add "Titled Staffing Requirements for High Vacancy Institutions (effective July 2, 2020)" after Procedure 208.069 | | (continued from above) Clarifies the reference to Procedure 208.069. |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|---------------------------------|---|----------------|--|
| 25 - Wages (continued below) | 1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposal maintains current pay levels and provides for, from current agency budgets, a temporary special duties pay additive of up to 15 percent for certain emergency deployments; performance based merit pay; and discretionary pay adjustments to address retention, pay inequities, or other staffing issues. (continued below) | | As noted above, the PBA refused to submit the negotiated 2021-2023 contract to unit members for ratification. As a result, the current contract is the status quo plus the impasse items imposed by the 2020 Florida Legislature effective July 1, 2020. The PBA has advised that they will not negotiate for a 2021-2022 contract, and, as a result, we do not have a counter proposal from the PBA for Article 25 - Wages. |

Florida Police Benevolent Association (PBA)
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|--|----------------|----------|
| 25 - Wages (continued from above) | (continued from above) Pursuant to section 110.219(7), F.S., provides the option for an annual leave payment each December of up to 24 hours for permanent Career Service employees, subject to available agency funds. Section 5: Proposes that the Department of Corrections (FDC), in accordance with the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, is authorized to implement a retention pay plan for (continued below) | | |

Florida Police Benevolent Association (PBA)
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|--|----------------|----------|
| 25 - Wages (continued from above) | (continued from above) Correctional Officer (8003), Correctional Officer Sergeant (8005), Correctional Officer Lieutenant (8011), Correctional Officer Captain (8013), Correctional Probation Officer (8036), Correctional Probation Senior Officer (8039), Correctional Probation Specialist (8040), Correctional Probation Supervisor (8045), and Correctional Probation Senior Supervisor (8046); and, in accordance with Section 8 of the Governor's Recommended General Appropriations Act (continued below) | | |

Florida Police Benevolent Association (PBA)
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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|---|----------------|----------|
| 25 - Wages (continued from above) | (continued from above) for Fiscal Year 2021-2022, FDC is authorized to grant hazardous duty pay additives, as necessary, to those employees assigned to their institutions' Rapid Response Teams; FDC is authorized to grant a temporary special duties pay additive of up to 10 percent of the employee's base rate of pay for each certified Correctional Officer (class code 8003), certified Correctional Officer Sergeant (class code 8005), (continued below) | | |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|--------------------------------------|--|----------------|----------|
| 25 - Wages (continued from above) | (continued from above) certified Correctional Officer Lieutenant (class code 8011), and certified Correctional Officer Captain (class code 8013) employed full time in an assigned mental health unit post and meeting certain certification criteria; and FDC is authorized to grant a one-time \$1,000 hiring bonus to certain newly-hired Correctional Officers (class code 8003) who are hired to fill positions at a correctional institution that had a vacancy rate for such positions of more than 10 percent for the preceding calendar quarter. | | |

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| ARTICLE | STATE PROPOSAL | UNION PROPOSAL | COMMENTS |
|-------------------------|--|----------------|--|
| 27 - Insurance Benefits | <p>1/27/21: In accordance with Section 8 of the Governor's Recommended General Appropriations Act for Fiscal Year 2021-2022, the State proposes that the benefits and employee share of premiums for the State Employee Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2021-2022.</p> <p>Pursuant to section 112.19, F.S., provides for death-in-the-line of duty benefits and that any complaint or claim by an employee of the union concerning these benefits are not subject to the grievance procedure of the agreement.</p> | | <p>As noted above, the PBA refused to submit the negotiated 2021-2023 contract to unit members for ratification. As a result, the current contract is the status quo plus the impasse items imposed by the 2020 Florida Legislature effective July 1, 2020. The PBA has advised that they will not negotiate for a 2021-2022 contract, and, as a result, we do not have a counter proposal from the PBA for Article 27 - Insurance Benefits.</p> |

Article 23
HOURS OF WORK/OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal workweek for each full-time employee shall be 40 hours unless the employee is on an agency-established extended work period. ~~The workday shall be defined for each employee in accordance with Section 110.219, Florida Statutes.~~ At the Department of Corrections, there shall be an 8.5 hour work shift pilot to be administered in accordance with the Fiscal Year 2020-2021 General Appropriations Act. Additionally, effective July 1, 2021 or as soon as practicable thereafter, an additional one-third of its institutions or the approximate equivalent shall be converted to the 8.5 hour work shifts at the Department of Corrections. In furtherance of the implementation of the 8.5 hour work shift pilot that is to be administered at the Department of Corrections in accordance with the Fiscal Year 2020-2021 and 2021-2022 General Appropriations Act, the Department of Corrections is authorized to implement the following Department of Corrections’ Procedures: (1) Procedure 208.007 titled Extended Workdays For Correctional Officers (effective September 25, 2020); (2) Procedure 208.023 titled Request for Shift Change And Days Off Change (effective September 14, 2020); and (3) Procedure 208.035 titled Correctional Officers’ Notification Of Unscheduled Absence (effective September 10, 2020).

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

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

(D) Management retains the right to approve time off for its employees.

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism.

(F) Absent a compelling need, an employee shall not be required to work an extended workday of more than 16.5 continuous hours. Upon working an extended workday of greater than 12.50 hours, an employee shall be given a minimum of 7.5 ~~eight~~ hours between shifts before returning for his next shift (whether scheduled or unscheduled).

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

SECTION 2 – Work Schedules, Vacation and Holiday Schedules

(A) When the regular work schedule of an employee is changed, the employee’s normal work schedule, showing the employee’s shift, workdays, and hours, will be posted no less than 14 calendar days in advance, and will reflect at least a two-workweek schedule; however, the state will make a good faith effort to reflect a one-month schedule. In the event an employee’s shift, workdays or hours are changed while the employee is on approved leave, the agency will make a good faith effort to notify the employee of the change at his home. With prior written notification of at least three workdays to the employee’s immediate supervisor, employees may agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

(B) For shifts, and shift changes the following shall apply:

(1) In the Department of Children and Families where practical, shifts, shift changes, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. However, there may be times when the needs of the agency will not permit such scheduling. In situations when an employee’s shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee on the new shift or regular days off for a minimum of 12 months unless otherwise requested by the employee.

(2) For the Department of Corrections, shifts, shift changes, and regular days off shall be scheduled primarily to meet the needs of the agency, with due regard for employee seniority, work history, and preference. Management is responsible for the assignment to and from administrative shift positions. The Department of Corrections, whenever practical, will try to offset an officer’s additional work hours in conjunction with his regular days off.

(C) 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) Correctional probation officers (excluding community control officers) may be required to work a maximum of 16 hours per month outside the normal 8 a.m. to 5 p.m., Monday through Friday schedule. The 16 hours may be broken down into no less than two-hour or more than eight-hour segments. Officers may schedule their field time in the morning, evening, Saturday

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

or Sunday, or in any combination thereof. Officers may also volunteer to schedule more than 16 hours of field work in a month. Officers must receive prior approval from their supervisor before implementing their work schedule.

(E) During the term of this Agreement the Agency shall provide each month a list of institutions operating under Department of Corrections Procedure 208.069 Titled Staffing Requirements for High Vacancy Institutions (effective July 2, 2020) and upon request a consultation on the application of this procedure.

SECTION 3 – Rest Periods

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

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

SECTION 4 – Court Appearances

If a correctional officer or institutional security specialist is subpoenaed to appear as a witness in a job-related court case, not during the employee’s regularly assigned shift, the correctional officer or institutional security specialist shall be granted a minimum of two hours pay at his straight-time hourly rate. In all other respects, such appearances shall be governed by the provisions of Rule 60L-34, F.A.C.

SECTION 5 – Special Compensatory Leave

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

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

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

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

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

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

(a) Regular compensatory leave credits.

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

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

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

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

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

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

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
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Date

Date

of each time limit shall be paid at the employee’s current regular hourly rate of pay.

(D) Pay Provision for Special Compensatory Leave.

(1) Upon separation, transfer to another agency, or transfer to another pay plan, an employee shall be paid for the following unused special compensatory leave credits:

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

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

(c) Special compensatory leave credits earned during the November 1, 2014 through October 31, 2015, “Pay As You Go” Pilot; and

(d) Special compensatory leave credits earned after November 1, 2015, that have not yet been paid pursuant to Section 5(C)(3) of this Article.

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

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

SECTION 6 – Compulsory Disability Leave

An agency may require an employee to use accrued leave to cover the period between the agency’s determination that the employee may be unable to perform assigned duties and the results of an agency-ordered medical examination. The medical examination shall be in accordance with the provisions of Rule 60L-34, F.A.C. If the medical examination confirms that the employee is able to perform assigned duties, any accrued leave required to be used by the employee prior to the results of the medical examination shall be changed to administrative leave. If the employee did not have sufficient accrued leave and was placed on leave without pay status, the employee’s leave without pay may be changed to administrative leave; however, requests for such change shall be considered by the agency on a case-by-case basis.

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

**Article 25
WAGES**

SECTION 1 – Deployment to a Facility or Area Closed due to Emergency

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, and contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 2 – Cash Payout of Annual Leave

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

SECTION 3 – Performance Pay

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 4 – Discretionary Competitive Pay Adjustments

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant competitive pay adjustments to address retention, pay inequities, or other staffing issues.

SECTION 5 – Other Pay Provisions – Department of Corrections

(A) In accordance with the Governor’s recommended General Appropriations Act for Fiscal Year 2021-2022, the Department of Corrections is authorized to implement a retention pay

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

plan for correctional officers and correctional probation officers, effective July 1, 2021. The plan provides a \$500 pay increase for new hires, a \$1,000 increase at two years of continuous service in one or a combination of the classification codes described below, and a \$1,000 increase at five years of continuous service in one or a combination of the following classification codes:

- Correctional Officer (8003);
- Correctional Officer Sergeant (8005);
- Correctional Officer Lieutenant (8011);
- Correctional Officer Captain (8013);
- Correctional Probation Officer (8036);
- Correctional Probation Senior Officer (8039);
- Correctional Probation Specialist (8040);
- Correctional Probation Supervisor (8045); and
- Correctional Probation Senior Supervisor (8046).

(B) In accordance with Section 8 of the Governor’s recommended General Appropriations Act for Fiscal Year 2021-2022, the Department of Corrections is authorized to grant hazardous duty pay additives, as necessary, to those employees assigned to their institutions’ Rapid Response Teams (including the baton, shotgun, and chemical agent teams) and the Correctional Emergency Response Teams.

(C) In accordance with Section 8 of the Governor’s recommended General Appropriations Act for Fiscal Year 2021-2022, the Department of Corrections is authorized to grant a temporary special duties pay additive of up to ten percent (10%) of the employee’s base rate of pay for each certified Correctional Officer (class code 8003); certified Correctional Officer Sergeant (class code 8005); certified Correctional Officer Lieutenant (class code 8011); and certified Correctional Officer Captain (class code 8013) employed full time in an assigned mental health unit post. For purposes of determining eligibility for this special pay additive, the term “certified” means the employee has obtained a correctional behavior mental health certification as provided through the department.

- (1) To be certified, a correctional officer must:

For the State

Mike Mattimore
State’s Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

(a) Initially complete 5 courses consisting of a total of 54 hours of instruction taught by a department instructor with a correctional officer behavioral mental health certification through the American Correctional Association;

(b) Upon completing that instruction, satisfactorily pass a department examination; and

(c) Twice each year satisfactorily complete 16 additional hours of training and an examination, including in the year the correctional officer satisfies (a) and (b);

(2) The courses and training must educate correctional officers in identifying symptoms of mental illness in prisoners while helping to foster a safer environment for inmates with mental illness.

(3) Such additive may be awarded only during the time the certified officer is employed in an assigned mental health unit post.

(D) In accordance with Section 8 of the Governor's recommended General Appropriations Act for Fiscal Year 2021-2022, the Department of Corrections is authorized to grant a one-time \$1,000 hiring bonus to newly-hired Correctional Officers (class code 8003) who are hired to fill positions at a correctional institution that had a vacancy rate for such positions of more than ten percent (10%) for the preceding calendar quarter. The bonus may not be awarded before the officer obtains his or her correctional officer certification. Current employees and former employees who have had a break in service with the Department of Corrections of 31 days or less, are not eligible for this bonus.

For the State

Mike Mattimore
State's Chief Labor Negotiator

Date

For the PBA

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Article 27
INSURANCE BENEFITS

In accordance with Section 8 of the Governor’s Recommended General Appropriations Act for Fiscal Year 2021-2022, the benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2021-2022.

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date



Joint Select Committee on Collective Bargaining

**Materials submitted by:
Bargaining Units**



Union's Impasse Position

The Union and the State are at Impasse on four items: Article 7 – Discipline; Article 8 – Workforce Reduction; Article 16 – Telecommuting (currently Vacant) and Article 25 – Wages.

Article 7 – Discipline

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

Article 8 – Workforce Reduction

The Union's proposal is a request for fairness. The contract should reflect that if a state worker is laid-off through no fault of their own, and within a year, should a position arise to which the laid-off employee is qualified in his/her Agency, the employee should be re-called. Currently laid-off employees have the right for a "first interview", the right to be interviewed for a job they have been trained for, qualified for, and been successful at. That right should be maintained but for other Agencies that the employee has not worked for. The standard throughout Florida and the nation, in private and public employment, is that employees that are laid-off through no fault of their own, are re-called should a position opens up to which they are qualified, and within a limited amount of time. The Union has proposed that this standard be incorporated into the State contract for a 1-year period after the lay-off. This is currently the practice the State has with

other bargaining units and in labor contracts with other Unions. This is something that not only benefits the employee and the agency but it's something that benefits the taxpayers. When an employee is laid off from the State, they are then eligible to collect unemployment, by not hiring that employee back in a position that becomes vacant and which they have already proven to have the training, skills and abilities to be effective in that position, leads to the State failing to maintain a skilled workforce and having to spend the time and resources to train a new hire as the laid off employee continues to collect unemployment. This is at the expense of the taxpayers and the citizens of the State of Florida. We believe that our proposal is not only important to our members, important to the public they serve, and a cost saving opportunity during an economic difficulty for the State.

Article 16 – Telecommuting

Telecommuting became an important tool for the State in providing uninterrupted services to Floridians during the pandemic. To date when possible many State Agencies still avail themselves of telecommuting programs to meet their responsibilities to citizens and safe working conditions to their employees. Florida Statute 110.171 dictates the parameters for telecommuting programs established by State Agencies. The Union's proposal is to expose, via the Labor Agreement this relatively unknown statute and thus have telecommuting programs that throughout the State meet the intent of the law. The Union has proposed this to ensure uniformity throughout the State in telecommuting programs and dispel misinformation employees have formed over telecommuting.

Article 25 – Wages

It is the Union's position that a 5% across the board is a reasonable request on behalf of a workforce that has and is giving their all for the State of Florida and its citizens. They have weathered the pandemic and tackled the increased workload helping all those affected by the pandemic and economic slowdown. They have stepped up to the plate in dealing with the unemployment issues, vaccination programs, school shutdowns, and have demonstrated that in fact, for the State of Florida to function and serve the citizens, they are essential workers.

State Employees have done this though they continue to hold the exasperated and shameful standing of:

- Florida has one of the lowest ratio of public employees per residents of the fifty states.
- Florida has one of the lowest payroll cost for state employees per residents of the 50 states.
- Average salaries for non-exempt, non-management state personnel continues to decline.
- The gap between the average salaries for state employees and public sector employees continues to grow.

State employees have been asked to absorb the work of those employees that have not been replaced. Please remember that besides absorbing the work of employees not being replaced they are also dealing with the increase of workload due to Florida's continued population growth,

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increase of unemployed, shutdown of schools and universities, and diminishing resources of cities and counties. They have complied and are meeting the public's needs.

The Union also requested a special increase for special groups of employees of the Florida Department of Children and Families (DCF) and State Hospitals.

Economic Self-Sufficiency Specialists I and Economic Self-Sufficiency Specialists II are the front-line employees that provide citizens with the help they need. They are tasked with safeguarding State resources and making sure that those the State helps - meet the criteria as mandated by law, rules, and regulations. As their position requires these employees are college graduates yet the vast majority do not even make the \$15.00 per hour that was just approved by Floridians as the minimum wage. They deserve recognition as essential employees and certainly deserve to make at least the approved minimum wage. Please note that a 5% wage increase will not bring the majority to the minimum wage but as a special boost to an across-the-board wage increase it will bring many close to the \$15.00 per hour.

The second group of employees the Union is asking for a special boost are hospital workers. Specifically, Human Service Worker I, Human Services Worker I (Forensic), Human Services Worker II, Human Services Worker II F/C, Unit Treatment and Rehab Specialist, Unit Treatment and Rehab Specialist F/C. These are employees that risk their lives every day in dealing with dangerous patients and inmates. The State, because of turnover and low retention ability cannot find enough workers to cover all of these positions thus they work short staffed, 16 hours a day, work long stretches of time without a day off as the norm. By allocating a special increase for this group of employees the legislature will help towards making the position more attractive and help in retaining employees.

We ask that the Legislature, starting with this Committee, recognize the important, detailed and good work state employees do. The Union asks that this Committee start the process by bringing back fairness to the discipline procedure of State Employees; support recall rights for State Employees laid off through no fault of their own; allow the Labor Agreement to incorporate State Statute 110.171 to provide clear guidelines for all to follow in telecommuting programs; and to grant a wage increase to State Employees with a special stipend to those two groups of Employees identified by the Union as most in need.

Respectfully Submitted,

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

*2280 U.S. 92 East, Plant City, Florida 3563
Telephone (813) 319-0705
Fax (813) 626-1984*

**Article 7
DISCIPLINE**

SECTION 1 – For Cause

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

SECTION 2 – Notice

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

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

SECTION 3 – Remedies

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

(B) Letters of counseling or counseling notices are documentation of minor work deficiencies or conduct concerns that are not discipline and are not grievable; however such documentation may be used by the parties at an administrative hearing involving an employee's discipline to demonstrate the employee was on notice of the performance deficiencies or conduct concerns. An employee may respond in writing to letters of counseling or counseling notices

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Hall, President
AFSCME Florida Council 79

Date

within 60 calendar days of receipt; a copy of the response will be filed in the employee's official personnel file.

(C) Oral reprimands are not grievable. Written reprimands are subject to the grievance procedure in Article 6; the decision is final and binding at Step 2. An employee may respond in writing to oral or written reprimands within 60 calendar days of receipt; a copy of the response will be filed in the employee's official personnel file. ~~The relevance of prior reprimands in the consideration of subsequent discipline shall be determined by the nature and seriousness of the prior offense and the time that has elapsed since the offense.~~ **Oral reprimands shall be considered invalid if the employee is not disciplined for the same offense during the succeeding 12 months. Written reprimands will be considered invalid provided the employee is not disciplined for the same offense during the succeeding 24 months, and the written reprimand was not for an offense which could have resulted in the employee's dismissal.**

(D) An employee with permanent status in his current position may grieve a reduction in base pay, involuntary transfer of over 50 miles by highway, suspension, demotion, or dismissal, through the Arbitration Step, without review at Step 3, in accordance with the grievance procedure in Article 6 of this Contract. In the alternative, such actions may be appealed to the Public Employees Relations Commission under the provisions of section 110.227(5) and (6), Florida Statutes.

(E) All Counselings, Oral and Written Reprimands shall not be used to deny Agency discretionary increases, promotions, or transfers.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Hall, President
AFSCME Florida Council 79

Date

Article 8
WORKFORCE REDUCTION

SECTION 1 – Workforce Reduction

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

SECTION 2 – Procedures Prior to Layoff

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Hall, President
AFSCME Florida Council 79

Date

SECTION 3 – Recall Rights

During the twelve months following the date an employee is laid off, the employee shall be offered any position for which the employee is qualified within the agency and region that initiated the lay-off.

SECTION ~~(3)~~ 4 – Placement Assistance

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

SECTION ~~(4)~~ 5 – First Interview Following Layoff

During the twelve months following the date an employee is laid off, the employee may invoke a right to a first interview. At its discretion, an agency may provide for additional first interview opportunities.

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

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

(C) 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.

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Hall, President
AFSCME Florida Council 79

Date

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

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

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Hall, President
AFSCME Florida Council 79

Date

ARTICLE 16
VACANT
TELECOMMUTING

Section 1:

As used in this Section, Telecommuting means a work arrangement that allows a state employee to conduct all or some of his or her work away from the official worksite during all or a portion of the state employee’s established work hours on a regular basis.

Section 2:

- a. **Provide the opportunity to participate in the telecommuting program to any employee interested in participating who’s job classifications and positions have been identified appropriate for telecommuting and fall within the developed agency plan.**
- b. **Provide that participation by an employee in a telecommuting program is voluntary, and that the employee may elect to cease to participate in a telecommuting program at any time with a 30 day notice.**

Section 3:

Telecommuting programs shall be conducted in accordance with Florida Statute 110.171.

For the State

Michael Mattimore
State’s Chief Labor Negotiator

Date

For AFSCME

Vicki Hall, President
AFSCME Florida, Council 79

Date

Article 25

WAGES

SECTION 1 – General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal Year ~~2020-2021~~ **2021-2022** General Appropriations Act.

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

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2020-2021~~ **2021-2022**, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2020-2021~~ **2021-2022**, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as 2020–2023 State of Florida & AFSCME Successor Master Contract evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 5 – Competitive Pay Adjustments

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2020-2021~~ **2021-2022**, effective ~~October 1, 2020~~ **July 1, 2021**, all eligible employees shall receive a pay adjustment of ~~3.0 percent (3%)~~ **5.0 percent (5%)** based on the employees’ ~~September 30, 2020~~ **June 30, 2021**, base rate of pay. ~~The minimum annual increase shall be \$1,000.~~

For the State

For AFSCME

Michael Mattimore
State’s Chief Labor Negotiator

Vicki Hall, President
AFSCME Florida Council 79

Date

Date

SECTION 6 – ~~Department of Children and Families~~ Special Pay Provisions

- (A) **In addition to the increase provided for in Section 5;** Effective July 1, 2020 ~~2021~~, each eligible ~~Child Protective Investigator (class code 8371)~~ **Economic Self-Sufficiency Specialist I (class code 6090);** and ~~Senior Child Protective Investigator (class code 8373)~~ **Economic Self-Sufficiency Specialist II (class code 6091);** shall receive a ~~ten percent (10%)~~ **five percent (5%)** increase to the employee's June 30, ~~2020~~ **2021**, base rate of pay.
- (B) **In addition to the increase provided for in Section 5;** Effective July 1, 2020 ~~2021~~, each eligible ~~Child Protective Field Support Consultant (class code 8374)~~ shall receive a ~~five percent (5%)~~ increase to the employee's June 30, 2020, base rate of pay. **Human Service Worker I – Class Code 5706, Human Services Worker I (Forensic) – Class Code 5781, Human Services Worker II – Class Code 5709, Human Services Worker II F/C – Class Code 5784, Unit Treatment and Rehab Specialist – Class Code 5776, Unit Treatment and Rehab Specialist F/C – Class Code 5791,** shall receive a ~~ten percent (10%)~~ **five percent (5%)** increase to the employee's June 30, ~~2020~~ **2021**, base rate of pay.
- (C) ~~Employees receiving increases in (A) and (B), above, are not eligible for the competitive pay adjustment described in Section 5.~~

SECTION 7 – ~~Department of Corrections~~ Pay Provisions

- (A) ~~Effective October 1, 2020, each eligible Academic Teacher (class code 8093), and Special Education Teacher (class code 9095), shall receive a 15 percent (15%) increase to the employee's September 30, 2020, base rate of pay.~~

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For AFSCME

Vicki Hall, President
AFSCME Florida Council 79

Date

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March 2, 2021

Representative Jason Fischer
Alternating Chair
Joint Select Committee on
Collective Bargaining
jointselectcommitteeoncollectivebargaining@myfloridahouse.gov

Senator Ray Rodrigues
Alternating Chair
Joint Select Committee on
Collective Bargaining
jointselectcommitteeoncollectivebargaining@myfloridahouse.gov

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

Dear Chair Fischer, Chair Rodrigues and Committee Members,

This office represents the Florida Nurses Association/Office and Professional Employees International Union, Local 713, AFL-CIO (“FNA”). In turn, the FNA is the certified bargaining agent for approximately 2,600 health care professionals employed by the State of Florida (“State”) who work tirelessly protecting the health and safety of its citizens.

Out of respect for the Committee’s admonition that “...a written summary of the issues, in lieu of [live] testimony, would be appreciated...”, the FNA hereby submits a summary of its impasse positions, its contract proposals [Attachment “A”] and the written “testimony” of the Bargaining Unit President, Deborah Hogan, R.N. [Attachment “B”].

Of utmost importance to the FNA and its membership is the compensation level of the health care professionals. State-employed Registered Nurses, Advanced Registered Nurse Practitioners, Community Health Nurses, Dentists, Pharmacists, Speech & Hearing Therapists, Dietitians, Behavioral Specialists and Nutritionists are critical employees who are **first-responders** to on-going health care challenges. Since February of 2020 the primary focus, as we all know has been on caring for the almost two million Floridians impacted by the **Coronavirus Pandemic**. In past years these same professionals have worked on a variety of disaster related traumas (e.g.: hurricanes) plus various disease outbreaks such as Ebola and Zika, as well as the continuing AIDS and hepatitis epidemics.

Representative Jason Fischer
Alternating Chair
Joint Select Committee on
Collective Bargaining
March 2, 2021

Senator Ray Rodrigues
Alternating Chair
Joint Select Committee on
Collective Bargaining
March 2, 2021

These employees are inappropriately compensated (compared to similar positions in the private sector and in other public sector entities such as county hospitals). Furthermore, it must be recognized that these employees are your constituents who depend on their income to feed their families while paying for mortgages and other daily needs.

The critical contract issues now at impasse, and the FNA's latest proposals regarding them, are:

1. **Article 25 - Wages**

The members of this bargaining unit have had only one real wage increase during the past eight years. Such a situation is unacceptable by any standard. The FNA proposes a modest 5% across-the-board salary increase in addition to a scaled employment anniversary date wage increase (1% to 3%) based on the employees's years of service with the State. The FNA's across-the-board cost-of-living increase falls far short of making amends for the past eight years of salary neglect. The scaled raises for years of service addresses the ills of salary compaction and compression caused by the lack of upward wage mobility for senior employees. [See Attachment "A"] The Governor's response is "no" to an across-the-board increase. In return, he offers the possibility of performance and competitive pay adjustments, but only if the Agencies see fit to do so, and if they put enough money aside to fund such increases. Thus, he offers no guarantee of any salary improvement in the coming year.

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

The FNA proposes to reinsert previous contract language addressing work during emergency conditions and disasters. Those provisions previously provided the terms and conditions for the compensation of first-responder efforts during emergencies (e.g.: the manning of shelters before, during and after hurricanes). The State unilaterally removed said language during a previous negotiation impasse procedure. The old provisions worked well by setting forth clear instructions as to whom and when additional compensation would be provided. Without these provisions there has been confusion and unequal application of overtime payments following emergency situations. The FNA maintains its proposal to reinsert the "old" language from prior contracts as Sections 6 & 7 of Article 23. [See: Attachment "A."]

3. **Article 26 - Differential Pay**

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

Representative Jason Fischer
Alternating Chair
Joint Select Committee on
Collective Bargaining
March 2, 2021

Senator Ray Rodrigues
Alternating Chair
Joint Select Committee on
Collective Bargaining
March 2, 2021

As the legislature begins its 2021 session, the FNA urges all members of the Senate and the House to carefully consider the needs of their state-employed health care professionals. These professionals are in short supply and the demand for their talent is high, but your employees have shown extreme loyalty to the work demands of their employer: the State of Florida.

This is the year when special attention to your health care professionals is truly deserved. Were it not for these dedicated, skilled, fearless individuals the Pandemic would have extracted a much higher toll of human lives throughout our State.

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

Sincerely,



DONALD D. SLESNICK II
FNA Labor Counsel

Attachments:

- A. FNA Contract Proposals
- B. Statement of Bargaining Unit President, Deborah Hogan

cc: Deborah Hogan, R.N., State Unit President: capitallass@hotmail.com
John Berry, Director of Labor Relations, FNA: jberry@floridamurse.org
Michael Mattimore, Esquire, Attorney for DMS: mmattimore@anblaw.com
Sharon Larson, Director, DMS: sharon.larson@dms.fl.gov
Lance Toliver, Joint Select Committee Staff Director: lance.toliver@myfloridahouse.gov
Tamra Redig, Sr. Administrative Assistant, Gov't Oversight: tamra@flsenate.gov

The State of Florida

and

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

Union Contract Proposals: November 23, 2020

Article 23: Hours of Work/Compensatory Time

New Section 6- Work During Emergency Conditions and Holidays

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

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

- (1) An employee providing essential services shall be credited with hours of work and, in addition, receive disaster compensation on an hour-for-hour basis for the number of hours worked for the period the facility is closed.
- (2) When an employee is determined to not be necessary for providing essential services in those facilities which have been closed under Executive Order, the employee shall be eligible for administrative leave up to an amount equal to the employee's scheduled work hours for the period the facility is closed.
- (3) At the end of the work week or pay period, as appropriate, employees shall be compensated in the following order:

ATTACHMENT A

- (a) Employees shall be credited with time actually worked. If the hours worked exceed the normal pay for the work week or pay period, employees will be compensated for all overtime earned;
 - (b) If the hours actually worked are still below the normal pay for the work week/pay period, leave shall be used to bring the employee to the normal rate of pay in the following order:
 - 1. Any annual leave, sick leave, or regular compensatory leave had been approved;
 - 2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.
 - (c) In addition to the above, the employee providing essential services shall receive disaster compensation to be paid at the employee's current regular hourly rate of pay for each hour worked while the facility is closed by order of the Governor, regardless of whether overtime was earned or leave used during the work week or pay period.
- (B) Work in all other circumstances where facilities are closed; work on an observed holiday; or extra hours worked during a holiday work week or pay period:
- (1) An employee required to work when the facility has been closed under the direction of the Department of Management Services or the agency head due to any other condition not covered by an Executive Order, would be eligible for special compensatory leave on an hour-for-hour basis for the number of hours worked each day that the facility is closed.
 - (2) An employee required to work on a holiday shall be eligible for special compensatory leave equal to the time worked on the holiday, not to exceed the number of hours in the employee's established workday. However, if the holiday falls on an established workday of less than 8 hours, the employee will be eligible for an 8-hour holiday.
 - (3) An employee, required to work extra hours during a holiday work week, or pay period, shall be eligible for special compensatory leave equal to the number of extra hours worked.
 - (4) At the end of the work week or pay period, as appropriate, the employee shall be compensated in the following order:
 - (a) The employee shall first be credited with time actually worked;
 - (b) Eligible special compensatory hours during the work week/pay period will be added to the hours of actual work to bring the hours worked up to the normal hours for the work week/pay period. Any remaining eligible special

compensatory leave hours shall be converted to special compensatory leave credits;

- (c) If the employee is still below the normal pay for the work week/pay period, leave shall be used to bring the employee to the normal rate of pay in the following order:
 1. Any annual leave, sick leave, or regular compensatory leave that had been approved;
 2. Any administrative leave for which the employee is eligible. Any unused administrative leave eligibility that is not needed to bring the employee to the normal pay shall be cancelled.

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

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

New Section 7- Department of Health Employees and Emergency/Disaster Compensation

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

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

- (1) The Department of Health professional health care unit employees shall be considered as "included" employees for the purposes of overtime compensation for the duration of the declared emergency or disaster.
- (2) The "included" status shall apply only during the work week(s) in which the employee is deployed to the emergency or disaster area.
- (3) This compensation is appropriate as deployed employees are required to provide a wide variety of services to those in need of health care and assistance during the emergency or disaster, involving an increase in "included" type duties.
- (4) Employees who work at their home agency work location or whose home agency work location is closed as a result of a declared emergency or disaster will not be considered "included" but rather will continue to be compensated in accordance with this agreement.

- (5) The ability to provide this compensation is in furtherance of the existing policies on connecting employees to included status on a temporary basis in these circumstances.
- (C) An alleged violation of the provisions of this section can be grieved in accordance with the grievance and arbitration process included in Article 6, Grievance Procedure, of this agreement.

Article 25: Wages

Section 1- All Health Care Professionals will receive an across the board increase of **five percent (5%)** effective the first pay period in July 2021.

New Section 6- Anniversary Date

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

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

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

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

Article 26: Differential Pay

- (A) A shift differential in the amount of ~~\$1.00~~ **\$2.00** per hour will be paid when it is the prevailing practice in the profession to pay shift differential and when the employee is assigned to a shift where a majority of the employee's hours worked fall between the hours of 5:00pm and 6:00am.
- (B) When justified and upon approval by the Secretary of Management Services or designee, ~~subject to the availability of funds,~~ a shift differential greater than ~~\$1.00~~ **\$2.00** per hour may be paid when the criteria in (A) above are met ~~and where the local competitive conditions justify a higher shift differential.~~

Testimony for Consideration by the Joint Select Committee on Collective Bargaining
Provided by the President of the
Florida Nurses Association's Health Care Professionals Bargaining Unit

Dear Chairmen and Committee Members,

We come before you asking the Legislature to properly recognize the dedication and hard work of the state's health care professionals, who are our bargaining unit members – but first and foremost, they are your employees. As first responders in this on-going era of Pandemic, our state health care professionals struggle every day to grapple with the challenges of the COVID-19 Pandemic in order to care for and protect our residents, our tourists, and the wards of our state. Your state-employed Public Health Registered Nurses and Nurse Practitioners are on the front line protecting the people in Florida, while risking exposure to serious (and sometimes deadly) illness to themselves and their families.

Not only do we need the expert public health services provided by our Nurses and Epidemiologists within our Florida Department of Health to test and contact trace persons exposed to COVID-19, but we also require trained public health professionals from all specialties to provide many essential services to those vulnerable populations in our economically challenged neighborhoods, our nursing homes, our state hospitals and our prisons.

A fully staffed table-of-organization of Registered Nurses, Nurse Practitioners, Nutritionists, Dentists, Dietitians, Pharmacists and Behavioral Specialists are needed to provide the strong public health infrastructure to slow the spread of disease and provide preventive vaccine protection. Since 2010, Florida's population has increased by 2.4 million people who depend upon the protection of public health services. COVID-19 preventive services are currently the priority. However, because of other risks to our population, public health protections must include the broad range of preventive measures against all public health risk factors (especially within vulnerable population groups) including many other communicable diseases and the on-going degradation of our air and water quality.

There can be no question that our state health care professionals care deeply about the services they provide to protect each and every one of us! Please demonstrate your gratitude for the work of these front line first responders by recommending an appropriate wage increase to encourage these over-worked employees to continue in their positions and to attract new employees to fill our far-too-many vacancies.

We desperately need dedicated public health professionals to continue to provide the essential services that keep us all safe!

Respectfully,

Deborah Hogan, RN, BSN, MPH

President, FNA Bargaining Unit

March 2, 2021

ATTACHMENT B

**STATE OF FLORIDA
BEFORE THE JOINT SELECT COMMITTEE ON COLLECTIVE BARGAINING**

**In re: Florida State Lodge Fraternal Order
of Police; Florida Department of Law
Enforcement Special Agent Bargaining Unit**

**FLORIDA STATE LODGE FRATERNAL ORDER OF
POLICE WRITTEN SUMMARY OF ISSUES AT IMPASSE**

Preliminary Statement

The Florida State Lodge Fraternal Order of Police (“FOP”) is honored to represent the Special Agents of the Florida Department of Law Enforcement (“FDLE”). FDLE Special Agents conduct independent investigations and coordinate multi-jurisdictional and major impact criminal investigations with local, state, and federal authorities within FDLE’s major focus areas: violent crime, economic crime, drug crime, public integrity, computer crime and domestic security/counterterrorism. Additionally, the FDLE investigates officer-involved shootings and in-custody incidents resulting in serious injury or death. Lastly, the Agents of the FDLE are responsible for the executive protection of the Governor and his family.

The FOP and the State Department of Management are at impasse on two issues: 1) Hours of Work and 2) Wages. As this Committee serves a similar role as that of a special master, the FOP will proceed using the factors a special magistrate would use under § 447.405, Fla. Stat.

1. Hours of Work

The last proposal is attached hereto, which bargains for an amendment to Article 23 – “Workday, Workweek and Overtime.” The amendment proposes a normal work period for unit members of an 80 hour/14-day work period.

As background, the FLSA generally provides that all covered nonexempt employees are entitled to overtime pay of at least 1.5 times their regular rate for all hours worked over 40 in a workweek. The FLSA regulations define “workweek” as any fixed and regularly occurring period of 168 hours or 7 consecutive 24-hour periods. Section 7(k), however, provides that overtime pay for covered public law enforcement employees is calculated on a work period basis, rather than the typical 40-hour workweek. This is in part because of the “tour of duty” concept which is unique to law enforcement employees. Under Section 7(k), a work period is an established and regularly recurring period of work that is at least 7 but not more than 28 consecutive days.

Employees subject to the Section 7(k) exemption are still entitled to at least 1.5 times their regular rate of pay for each hour of overtime worked. However, for a work period of 28 days, no overtime compensation is required under Section 7(k) until law enforcement employees exceed 171 hours worked. For work periods of at least 7 but fewer than 28 days, the maximum hours standard reduces on a pro rata basis (i.e., 7 days/43 hours; 14 days/86 hours; 21 days/128 hours; 28 days/171 hours).

FDLE management has adhered to the 28 day/171-hour maximum hour standard, which has had the practical effect of “front loading” the number of hours a unit member will work in a month. Once a unit member approaches 171 hours of work before the end of the 28-day period,

management will force the member to take time off (“flex-time”). The time away from work, however, tends to be unrewarding as it is not planned. The effects of mandatory overtime are well documented: increased risk for accidents and injuries; greater chronic fatigue, stress, and related diseases; reduced parenting and family time; and diminished quality of goods and services – a serious public concern especially in providing law enforcement services.

The FOP’s proposal in reducing the work period to a 14-day cycle, would force management to more closely track personnel time at work, and relieve unit members from the personal and career stresses of persistent forced overtime.

Similar sized agencies which have a 40-hour work period for their law enforcement employees include the Hollywood Police Department, Hialeah Police Department, Davie Police Department, Tallahassee Police Department, and the West Palm Beach Police Department. Similar sized agencies which have an 80-hour work period for their law enforcement personnel include the Coral Springs Police Department and the Marion County Sheriff’s Office. State law enforcement agencies that have less than a 28-day work period include the Florida Fish and Wildlife Conservation Commission, which has an 80-hour work period and the Florida Highway Patrol, which has a 14 day/80-hour work period.

The FOP has not identified a local law enforcement agency in Florida with a 171-hour work period.

2. Wages

The last proposal is attached hereto, which bargains for an amendment to Article 25 – “Wages.” Currently, Special Agent starting salary is \$45,819.54 (with an increase for agents in Monroe, Dade, Broward and Palm Beach Counties to \$50,819.34).

The FOP’s proposed plan will increase the Special Agent base salary to \$56,000 and provide incremental salary increases for those agents who make less than \$67,000, have served for two or more years with FDLE, and have commendable performance evaluations. The plan would include:

- Raise starting salary and increasing salary of agents with less than two years of service to \$56,000;
- Salary of agents with 2-4 years of service would be increased to \$60,000;
- Salary of agents with 4-6 years of service would be increased to \$63,000;
- Salary of agents with 6-8 years of service would be increased to \$65,000; and
- Salary of agents with 8 or more years of service would increase to \$67,000.

As the FDLE itself has explained in prior budget year narratives, the agency must recruit investigators with advanced investigative expertise, which can only be obtained working criminal investigations (not patrol duties) at local or other state investigative agencies. To even qualify for a position as an FDLE Special Agent, applicants must have at least four years of sworn law enforcement experience or a bachelor’s or advanced degree from an accredited college or university with a major in criminology/criminal justice, accounting, finance, computer science or related fields. Preference is given to applicants who have sworn law enforcement experience, of which at least two (2) years are in criminal investigations. Finally, an agent must possess Florida Criminal Justice Standards (Florida Law Enforcement officer certification) before a job offer can be extended. Unfortunately, FDLE often encounters difficulties recruiting these types of applicants due to low starting salaries and a lack of scheduled pay increases.

Due to the fact that FDLE Special Agents work statewide, there is no specific local area, but in comparison with state investigators in other states (same or similar work of employees exhibiting like or similar skills under the same or similar working conditions), FDLE unit members are underpaid. As examples:

- California Dept of Justice special agents are paid in ranges based on classification and assignment: Range A - \$5,001 to \$6,131; Range B – \$5,669 to 7,326; Range C – \$6,568 to 9,802.
- Georgia Bureau of Investigation special agent starting salary is \$48,592.80 annually
- State of Alabama Law Enforcement Agency Special Agent has an 18 step pay plan that ranges from \$45,532 at Step 1 to \$69,014 at Step 18

Many states have full-service state police agencies that include a criminal investigations division. These investigators are paid on the same step plan that the law enforcement patrol personnel are paid. An example would include the Texas Department of Safety which has a six-level step pay plan that ranges from \$60,100 per year at the probationary level to \$107,038 after 20 years of service.

In basic comparison with similar sized agencies within the state of Florida, the following are relevant examples of base salaries:

- Hollywood Police Department - \$61,229.95
- Hialeah Police Department - \$48,578.40
- Coral Springs Police Department - \$62,424
- Davie Police Department - \$64,256
- Tallahassee Police Department - \$47,944
- West Palm Beach Police Department - \$49,964

In conclusion, as evidenced above, FDLE Special Agents are responsible for significant investigative operations, yet are paid less than first year patrol officers at many local agencies of comparable size. The unit members urge the legislature to recognize that they are distinct in function and responsibility from other public bargaining units, and to that extent, deserve competitive salaries and more reasonable hours of work.

Respectfully Submitted,

Paul A. Daragjati, Esq.
General Counsel,
Florida State Lodge, Fraternal Order of Police

Article 23
WORKDAY, WORKWEEK AND OVERTIME

SECTION 1 – Overtime

(A) ~~The normal workweek for each full-time employee shall be 40 hours.~~ The normal work period for unit members shall be an 80 hour/14-day work period, as provided by the Fair Labor Standards Act (FLSA) Section 7(k) for law enforcement employees

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

(C) The Association agrees to support those changes in 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.

(D) If the agency has a plan approved in advance by the DMS, FLSA compensatory leave credits shall be granted, administered, and used as described below: An employee who is filling an included position may, at the end of the approved extended period if mutually agreed to by the employee and supervisor, waive payment for overtime and have the overtime hours credited to “FLSA compensatory leave. If such approved election is made, the overtime hours will be credited as FLSA compensatory leave credits at the rate of one and one-half hours for each hour of overtime worked. An employee will only be permitted to accumulate a maximum of 80 hours of FLSA compensatory leave credits, which may be taken in any increments if agreed to by the employee and the supervisor. If mutual agreement is not reached, the supervisor may, with a minimum of five workdays notice, require the employee to use such leave credits at any time in increments of full workdays. However, all unused FLSA compensatory leave credits at the close of business on December 31 and June 30 shall be paid for at the employee’s straight

For the State

For FOP

Michael Mattimore
State’s Chief Labor Negotiator

Ned Golden – State Staff Representative
Florida Fraternal Order of Police

Date

Date

time regular hourly rate in accordance with Rule 60L-34, F.A.C., An employee who separates from the Career Service or moves to another state agency shall be paid for all unused FLSA compensatory leave in accordance with the above.

SECTION 2 – Workday

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

(B) Where employees are required to work extra hours during an approved extended work period, the state will make a good faith effort to offset such extra hours in eight-hour increments, provided this can be done prior to the end of the extended work period. Fiscal Year 2018 – 2019 State of Florida & Police Benevolent Association/Special Agent Unit Reopener Agreement 34

SECTION 3 – Rest Periods

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

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

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

SECTION 4 – Sick Leave Pool and Sick Leave Transfer

For the State

For FOP

Michael Mattimore
State’s Chief Labor Negotiator

Ned Golden – State Staff Representative
Florida Fraternal Order of Police

Date

Date

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 5 – Special Compensatory Leave

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

(B) Use of Special Compensatory Leave:

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

(2) If the employee fails to use the earned special compensatory leave during the 60-day period, the unused leave will transfer into the "Pre-July 2012" leave balance. If an employee intends to take annual leave and has a Pre-July 2012 leave balance of more than 240 hours, all leave time taken will be drawn from the Pre-July 2012 leave until the balance is at or below 240 hours.

(3) An employee who has a leave balance in excess of 240 hours shall be required to use a minimum of 120 hours of the employee's earned special compensatory leave each calendar year or the amount necessary to bring the employee's special compensatory leave balance to 240 hours, whichever is less, prior to using any annual leave credits, unless such annual leave credits are being substituted for an employee's unpaid individual medical leave granted in accordance with the federal Family and Medical Leave Act (FMLA), or family medical leave or parental leave granted in accordance with section 110.221, F.S., the FMLA, or both.

(4) An employee who begins employment after July 1, 2013, shall only be permitted to accumulate a maximum of 240 hours of special compensatory leave credits, notwithstanding any additional hours worked on a holiday, during the established workweek containing a holiday, or during the closure of a facility during emergency conditions.

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FOP

Ned Golden – State Staff Representative
Florida Fraternal Order of Police

Date

Article 25
WAGES

SECTION 1 – General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal Year 2021-2022 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 2021-2022 General Appropriations Act, and contingent upon the availability of funds and at the agency head's discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee's base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 3 – Cash Payout of Annual Leave

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

SECTION 4 – Special Agent Recruitment and Retention Plan

Contingent upon the availability of funds provided in the Fiscal Year 2021-2022 General Appropriations Act, the proposed plan will increase the special agent base salary to \$56,000 and provide incremental salary increases for those agents who make less than \$67,000, have served for two or more years with FDLE, and have commendable performance evaluations. The plan would include:

Raise starting salary and increasing salary of agents with less than two years of service to \$56,000;

Salary of agents with 2-4 years of service would be increased to \$60,000;

Salary of agents with 4-6 years of service would be increased to \$63,000;

Salary of agents with 6-8 years of service would be increased to \$65,000; and

Salary of agents with 8 or more years of service would increase to \$67,000.

For the State

For FOP

Michael Mattimore
State's Chief Labor Negotiator

Ned Golden – State Staff Representative
Florida Fraternal Order of Police

Date

Date

FOP/Special Agent Unit
UNION Proposal - Article # 25
Fiscal Year 2021-22
DATE: 12/1/2020
Page 2 of 2

For the State

Michael Mattimore
State's Chief Labor Negotiator

Date

For FOP

Ned Golden – State Staff Representative
Florida Fraternal Order of Police

Date

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March 2, 2021

VIA ELECTRONIC MAIL

(JointSelectCommitteeonCollectiveBargaining@myfloridahouse.gov)

Lance Toliver, Staff Director
Joint Select Committee on Collective Bargaining
402 South Monroe Street
Tallahassee, FL 32399

Re: Federation of Public Employees Cover Letter

The Federation of Public Employees (“FOPE” or “Union”) represents employees of the Florida Lottery (“Lottery”) in several classifications. Although an impasse has occurred in the parties’ reopener negotiations of their collective bargaining agreement (“CBA”), effective July 1, 2020 through June 30, 2023, negotiations are ongoing. The parties are scheduled to meet again on March 4, 2021.

The Union has submitted proposals for Article 12, Wages; Article 14, Seniority; and Article 15, Promotions, Job Postings, Filling Vacancies, and New Positions. Copies of the Union’s proposals are attached herein. The Union rejected the Lottery’s proposals.

Negotiations are ongoing, however, if the parties are unable to reach an agreement, the Union urges this Committee to resolve all outstanding articles in a manner that gives these hardworking employees the respect they deserve and allows them to support their families, as outlined in the Union’s proposal.

Respectfully,

/s/ Lucia Piva

Lucia Piva, Esq.

cc: Dan Reynolds, Union President
Wes Gay, Esq.

Article 12

WAGES AND PAY PLAN

SECTION 1 - General Pay Provisions

The Department of the Lottery's authority to provide increases to employees' base rate of pay and salary additives from available agency funds shall be in accordance with this Agreement, state law, and the current Fiscal Year General Appropriations Act.

SECTION 2 - Discretionary Performance Based Awards

In accordance with State law, a competitive pay adjustment shall be provided to eligible full-time and part-time employees, as mandated.

Effective October 1, 2020 ~~2020~~ **2021**, bargaining unit employees shall receive an increase of ~~three~~ **five** percent (~~3%~~) **5%** to base pay. The minimum annual increase shall be \$1,000 **\$2,000**.

SECTION 3 - Performance Pay

In accordance with the authority provided in the current Fiscal Year General Appropriations Act, and from existing agency resources, the Lottery is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 4 - Savings Sharing Program

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

SECTION 5 - Discretionary Raises

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

Article 14 SENIORITY

- 14.1 Seniority shall be defined as the total length of continuous service with the Lottery, beginning with the original date of hire. Continuous service is defined as employment without a break in service. A break in service due to a layoff is continuous service if the employee is re-employed by the State within twelve (12) calendar months from the date of separation. A break in service for resignation or reasons other than a layoff is continuous service if the employee returns to work within thirty-one (31) days from the last date worked prior to separation.
- 14.2 At least one (1) month, if possible, prior to any proposed reduction in workforce, furlough, layoff, abolishment of the Lottery, a division or job classification, the Lottery shall notify the Federation and the parties shall meet in order to explore alternatives.
- 14.3 The parties agree ~~to reopen, at the request of either party, the subject of whether that~~ seniority will be ~~considered as a~~ the determining factor in a reduction in force, layoff and recall.
- 14.4 Seniority within the organizational unit ~~shall be considered, but is not shall be~~ controlling, to in governing the use of regular compensatory time, annual and holiday leave, the choice of work shifts, routes, and the opportunity to work overtime. The parties agree that, when the Lottery determines to change an employee's work shift or route assignment, the employee's seniority shall be considered, but is not controlling, to retain the current work shift or route assignment. In the event employees have the same seniority date, then those employees' names shall be drawn by chance to determine the employee having the next applicable selection. Employees shall lose their seniority as a result of termination, retirement, or the unauthorized failure to return from military, family, medical, or any other type of leave defined in the Agreement or Lottery rules, whether such leave is compensated or not. "Unauthorized" means the failure to secure Lottery approval.

Article 15

PROMOTIONS, JOB POSTING, FILLING VACANCIES AND NEW POSITIONS

- 15.1 According to Lottery policy, vacant positions that are advertised in People First will be available for bargaining unit employees to apply. In the event of a vacancy, creation of a new position, or promotional opportunity within the bargaining unit, the Lottery shall post **and** ~~or~~ otherwise notify employees **through an agency-wide email**. Where possible, the notification shall be advertised for seven (7) consecutive calendar days and include a summary of the job description, rate of pay and deadline for submitting an application.
- 15.2 Lottery employees shall be considered for promotions within the bargaining unit before non-Lottery employees. Seniority will be considered as a factor in filling a position.
- 15.3 Promotion is defined as an increase from an employee's current pay grade to a higher level pay grade.

Federation of Physicians and Dentists
State Employees Attorneys Guild
State Physicians
State Supervisory Non-Professional Employees

Submission to:

Joint Select Committee on Collective Bargaining

Henry Santana, Executive Director
Federation of Physicians and Dentists,
National Union of Hospital and Health Care Employees,
AFSCME, AFL-CIO

Dated: March 2, 2021

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SUMMARY OF POSITION

Federation of Physicians and Dentists, NUHHCE, AFSCME, AFL-CIO, herein referred to as the “Union,” represents three (3) bargaining units of employees employed by the State of Florida. The Union, through its affiliate the State Employees Attorneys Guild, represents over 700 Attorneys and Senior Attorneys employed by the State of Florida. The Union also represents over 100 physicians employed throughout the State, and over 3,400 supervisory non-professional employees. These over 4,000 employees are covered by three (3) separate collective bargaining agreements, each with a term of July 1, 2020, through June 30, 2023. Each collective bargaining agreement contains reopener language availing the parties the opportunity to negotiate wages, insurance benefits, and up to three (3) other items each fiscal year.

As outlined in these materials, the Union, in each bargaining unit, is seeking to (1) provide more access for the Union to be able to meet with the employees it represents in each bargaining unit, (2) provide for due process in the event bargaining unit employees are subjected to potential discipline, and (3) provide wage increases to account for cost of living, competitive recruitment and retention and to acknowledge the work these employees have continued to perform during the COVID-19 pandemic.

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 Bargaining Unit**

Fiscal Year: 2021-2022

Union Proposal: February 11, 2021

1. The Union Proposes modifying Article 5, Section 10 as follows:

Article 5

EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 10 – Representative Access

(A) The state agrees that designated Union Representatives shall have access to state controlled premises that are open to the public where employees are employed.

(B) If any area of the state’s premises is otherwise restricted to the public, permission must be requested to enter the area, permission shall not be unreasonably denied. Access shall be during the regular working hours of the employee and only for the purpose of investigating an employee’s grievance, **and to meet with employees.**

UNION RATIONALE:

The Union’s proposal seeks to allow the Union to meet with bargaining unit employee to address any contractual or representational matter, not simply limited to outstanding grievances. The Union does have a great deal of grievances, but still desires to connect with the bargaining unit employees that it represents. This proposal would cause no disruption in the workplace, as the State would retain the ability to grant and deny requests to meet with bargaining unit employees.

2. The Union proposes modifying Article 7, Section 1 as follows:

Article 7

EMPLOYEE STANDARDS OF CONDUCT AND PERFORMANCE

SECTION 1 – Standards of Conduct and Performance

(A) The Selected Exempt Service is designed to provide the delivery of high-quality performance in selected classifications by facilitating the state’s ability to attract and retain qualified personnel in these positions, while also providing sufficient management flexibility to ensure that the work force is responsive to agency needs. Moreover, the state recognizes the right

of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(B) Each employee shall be provided a copy of his current position description.

(C) The performance of employees shall be evaluated in accordance with Chapter 60L-35, Florida Administrative Code.

(D) Each employee shall serve at the pleasure of the Agency Head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the sole discretion and upon prior review and consideration of the Agency Head or designee. No such personnel action shall be grievable under the grievance article of this Agreement. **Prior to issuing any suspension, dismissal, reduction in pay, or demotion to any employee, the State shall provide notice to the Union and shall schedule a pre-decision meeting with the employee, and shall provide notice of the pre-decision to the Union. Prior to dismissing any employee, an employee shall be placed on a Performance Improvement Plan setting out any deficiencies the state seeks to correct.** Upon written request of the Union, agencies will, in accordance with Chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.

UNION RATIONALE:

This proposal is intended to afford bargaining unit employees with due process. The first portion of the proposal provides an employee with due process and essentially captures the requirement that already exists pursuant to *Cleveland Board of Education v. Loudermill*, 470 U.S. 532 (1985). The second portion mirrors a process of placing attorneys on a performance improvement process prior to their separation that exists with attorneys in federal service.

3. The Union proposes modifying Article 18 as follows:

Article 18 WAGES

SECTION 1 – General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal Year ~~2020-2021~~ **2021-2022** General Appropriations Act.

SECTION 2 – Performance Pay

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2020-2021~~ **2021-2022**, contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 3 – Competitive Pay Adjustments

In accordance with the General Appropriations Act for Fiscal Year ~~2021-2022~~ 2020-2021, effective ~~October~~ July 1, 2021 2020, the annual base rate of pay of each position with the classification of Attorney (class code 7736) shall be increased to \$52,000, and each position with the classification of Senior Attorney (class code 7738) shall be increased to \$65,000. ~~all eligible employees shall receive a pay adjustment of 3.0 percent (3%) based on the employees' September 30, 2020, base rate of pay.~~ The minimum annual increase shall be ~~\$5,000~~ \$1,000.

UNION RATIONALE:

The Union seeks to increase the annual salaries of Attorneys to \$52,000 and the annual salaries of Senior Attorneys to \$65,000, with no employee receiving an increase of less than \$5,000. This proposal would make the State far more competitive in recruiting and retaining strong applicants and dedicated career attorneys. There are over 700 attorneys covered by this agreement with a current payroll in excess of \$45 million. The increase proposed costs \$4.7 million, or roughly a ten percent (10%) increase.

THE STATE OF FLORIDA

and

THE FEDERATION OF PHYSICIANS AND DENTISTS

**Selected Exempt Service
Physicians Bargaining Unit**

Fiscal Year: 2021-2022

Union Proposal: February 11, 2021

1. The Union proposes modifying Article 5, Section 10 as follows:

Article 5

EMPLOYEE RIGHTS, MANAGEMENT, AND UNION COMMUNICATIONS

SECTION 10 – Representative Access

(A) The state agrees that designated Union Representatives shall have access to state controlled premises that are open to the public where employees are employed.

(B) If any area of the state’s premises is otherwise restricted to the public, permission must be requested to enter the area, permission shall not be unreasonably denied. Access shall be during the regular working hours of the employee and only for the purpose of investigating an employee’s grievance, **and to meet with employees.**

UNION RATIONALE:

The Union’s proposal seeks to allow the Union to meet with bargaining unit employee to address any contractual or representational matter, not simply limited to outstanding grievances. This proposal would cause no disruption in the workplace, as the State would retain the ability to grant and deny requests to meet with bargaining unit employees.

2. The Union proposes modifying Article 7, Section 1 as follows:

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. **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) Consistent with applicable statutes, an employee's off-the-job conduct shall not result in disciplinary action unless such conduct impairs his effectiveness as an employee. Moreover, the state recognizes the right of a duly recognized Union Representative to express the views of the Union provided they are identified as Union views.

(C) The duties and responsibilities for each Selected Exempt Service class of Physician and Senior Physician are assigned by the respective agencies.

(D) Each employee shall serve at the pleasure of the Agency Head and is subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion of the Agency Head. No final action will be taken prior to a review by the Agency Head or designee. ~~Upon written request and receipt of payment, the state shall provide the Union with copies of any public records related to the adverse personnel action.~~ **Prior to issuing any suspension, dismissal, reduction in pay, or demotion to any employee, the State shall provide notice to the Union and shall schedule a pre-decision meeting with the employee, and shall provide notice of the pre-decision to the Union.** 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.

UNION RATIONALE:

This proposal is intended to afford bargaining unit employees with due process. The first portion of the proposal provides an employee with due process and essentially captures the requirement that already exists pursuant to *Cleveland Board of Education v. Loudermill*, 470 U.S. 532 (1985). The second portion mirrors a process of placing physicians on a performance improvement process prior to their separation.

3. The Union proposes modifying Article 18 as follows:

Article 18 WAGES

SECTION 1 – General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal Year ~~2020-2021~~ **2021-2022** General Appropriations Act.

SECTION 2 – Performance Pay

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2020-2021~~ **2021-2022**, contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance,

as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 3 – Competitive Pay Adjustments

In accordance with Section 8 of the General Appropriations Act for Fiscal Year ~~2020-2021~~ **2021-2022**, effective ~~October~~ **July** 1, ~~2021~~ **2020**, all eligible employees shall receive a pay adjustment of **4.0 percent (4%)** ~~3.0 percent (3%)~~ based on the employees' ~~June~~ **September** 30, ~~2021~~ **2020**, base rate of pay. The minimum annual increase shall be \$1,000.

UNION RATIONALE:

The Governor has presented a proposed budget representing an increase in expenditures amounting to 4.3%. Accordingly, the Union has proposed a 4% increase in wages. There are just over 100 physicians with a total current payroll of \$16.7 million. The four percent (4%) wage increase would cost \$668,000.

THE STATE OF FLORIDA

and

THE FEDERATION OF PHYSICIANS AND DENTISTS

**Selected Exempt Service
Supervisory Non-Professional Bargaining Unit**

Fiscal Year: 2021-2022

Union Proposal: February 11, 2021

1. The Union proposes modifying Article 5, Section 7 as follows:

Article 5

UNION ACTIVITIES AND EMPLOYEE REPRESENTATION

SECTION 7 – 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 employees are employed, consistent with applicable law.

(B) If an area of the state’s premises is restricted to the public, permission may be requested to enter the area; permission shall not be unreasonably denied. Access shall be during the regular working hours of the employee and only for the purpose of investigating an employee’s grievance, **and to meet with employees.**

UNION RATIONALE:

The Union’s proposal seeks to allow the Union to meet with bargaining unit employee to address any contractual or representational matter, not simply limited to outstanding grievances. This proposal would cause no disruption in the workplace, as the State would retain the ability to grant and deny requests to meet with bargaining unit employees.

2. The Union proposes modifying Article 7, Section 4 as follows:

Article 7

EMPLOYEE STANDARDS OF CONDUCT

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. **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) The duties and responsibilities for each of the occupational level positions are assigned by the respective agencies.

(C) Each employee shall serve at the pleasure of the Agency Head and may be subject to suspension, dismissal, reduction in pay, demotion, transfer, or other personnel action at the discretion and upon prior review and consideration of the Agency Head or designee. **Prior to issuing any suspension, dismissal, reduction in pay, or demotion to any employee, which shall only be done for just cause, the State shall provide notice to the Union and shall schedule a pre-decision meeting with the employee, and shall provide notice of the pre-decision to the Union.** ~~Upon written request of the Union, agencies will in accordance with Chapter 119, Florida Statutes, provide the Union documentation related to the personnel action.~~

(D) If not available electronically, the state will, upon the payment of appropriate costs, provide the Union with copies of public records related to all personnel actions. Requests shall be provided in accordance with Chapter 119, Florida Statutes.

UNION RATIONALE:

This proposal is intended to afford bargaining unit employees with due process. The first portion of the proposal provides an employee with due process and essentially captures the requirement that already exists pursuant to *Cleveland Board of Education v. Loudermill*, 470 U.S. 532 (1985). The second portion mirrors a process of placing physicians on a performance improvement process prior to their separation.

3. The Union proposes modifying Article 25 as follows:

Article 25 WAGES

SECTION 1 – General Pay Provisions

Pay shall be in accordance with the authority provided in the Fiscal Year **2021-2022** ~~2020-2021~~ General Appropriations Act.

SECTION 2 – Performance Pay

In accordance with Section 8 of the General Appropriations Act for Fiscal Year **2021-2022** ~~2020-2021~~, contingent upon the availability of funds and at the Agency Head's discretion, each agency is authorized to grant merit pay increases based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 3 – Competitive Pay Adjustments

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2021-2022 ~~2020-2021~~, effective ~~October~~ July 1, 2021 ~~2020~~, all eligible employees shall receive a pay adjustment of 4.0 percent (4%) ~~3.0 percent (3%)~~ based on the employees' ~~June~~ September 30, 2021 ~~2020~~, base rate of pay. The minimum annual increase shall be \$1,000.

UNION RATIONALE:

The Governor has presented a proposed budget representing an increase in expenditures amounting to 4.3%. Accordingly, the Union has proposed a 4% increase in wages. The bargaining unit is comprised of over 3,400 employees with a total current payroll of \$175 million. The proposed four percent (4%) wage increase would cost \$7 million.

TESTIMONY OF HENRY SANTANA

Good afternoon Representative Fischer, Senator Rodrigues and distinguished members of the Joint Select Committee on Collective Bargaining. My name is Henry Santana, and I am the Executive Director of the Federation of Physicians and Dentists, an affiliate of the National Union of Hospital and Health Care Employees, a union representing over 50,000 hardworking members all around the United States. I appear before you today to urge you to resolve the impasse reached between the Union and the State of Florida in our negotiations over three different collective bargaining agreements covering over 4,000 hardworking Floridians.

The Federation of Physicians and Dentists, or the “FPD,” represents a bargaining unit of over 100 State physicians and a bargaining unit of over 3,400 supervisory non-professional employees. Through its affiliate the State Employees Attorneys Guild, FPD represents a bargaining unit of over 700 attorneys and senior attorneys employed at a host of agencies throughout the State. These over 4,000 employees are covered by three (3) separate collective bargaining agreements, each with a term of July 1, 2020, through June 30, 2023. Each collective bargaining agreement contains reopener language availing the parties the opportunity to negotiate wages, insurance benefits, and up to three (3) other items each fiscal year.

While FPD maintains three separate collective bargaining agreements with the State, I will address the Union’s issues collectively as all three bargaining unit have similar issues.

First, in all three agreements, the Union has proposed modifying the language related to the ability of Union representatives to meet with employees. Currently, the Union is limited to only meet with employees when there is an active and pending grievance outstanding. The Union does not have an adversarial relationship with the State, and we do not have many grievances. The Union does, however, owe a duty of fair representation to the bargaining unit employees, and, therefore, the Union is seeking to have access to the employees. The Union's proposal will not cause disruption in the employees' work, as the Union has no intent in disrupting its members' work, and the State retains the ability to deny requests to meet with employees. The Union submits that this a reasonable proposal, well-tailored to its purpose, and the Union hopes that the Committee will support this proposal.

Second, in all three agreements, the Union seeks to provide for due process in the event a bargaining unit employee could be subjected to discipline. The United States Supreme Court in a case called *Cleveland Board of Education v. Loudermill*, found that public employees have a limited property interest in their public sector job, and, therefore, they are entitled to some level of due process, including a hearing, before losing their job. This level of discipline infrequently occurs in these bargaining units, but the Union is simply looking to memorialize a *Loudermill* hearing in the contract. The Union respectfully submits that this proposal is a reasonable one and it is the Union's hope that the Committee will support this proposal.

Finally, with respect to compensation, the Union has proposed a 4% wage increase for the physicians and the supervisory non-professional employees. This amount was arrived at due to the Governor's proposed 4.3% increase to the annual budget. The average salary for a physician is \$167,908, and average salary for a supervisory non-professional is \$50,906. With respect to the attorneys, the average salary is \$47,175, and the average salary for a senior attorney is \$65,846. The Union has proposed increasing the attorneys to \$52,000 and the senior attorneys to \$65,000, with no employee receiving less than \$5,000. The Union views these proposals as fiscally responsible, but also necessary to address recruitment, retention and to recognize all of the work that these 4,000 employees have performed during the extremely challenging times that they have faced over the past 12 months. It is the Union's hope that the Committee will also view this proposal as a fair one, and will include these increases in a recommended State budget.

I am very thankful for having the opportunity to present these proposals to you. I am proud to represent these over 4,000 Floridians, and I thank you on their behalf for hearing our voice.



FLORIDA STATE FIRE SERVICE ASSOCIATION IAFF LOCAL S20



March 4, 2021

To Committee Chairs & Members,

Attached is the current proposal submitted for consideration by the Florida State Fire Service Association for Open Article Negotiations. Given this holds a financial impact the Department of Management Services refuses to permit bargaining in good faith and continues to simply send it to the Legislature under impasse where bargaining is not provided. I will list each proposal and explanation, **(R)**, as to reasoning for the request and given information to back up the request.

Article 25 Wages

Section 1 – 3 (Status Quo)

Section 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2021-2022 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency shall authorize performance pay increases, which shall be outlined within the performance evaluation achievable goals, based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35 Florida Administrative Code. Requirement of employees to obtain and job offer from outside the agency for review if the agency wishes to retain and offer pay increase shall be prohibited.

(R)The applied changes to the language is to ensure a means to fair and equitable distribution of the funds provided for performance pay. As it is provided now there is no means to ensure fair and equitable distribution of the funds to all employee types within the agencies. Also in many instances, the provision of at the discretion of the Agency Head, has led to rewards not being provided to each employee job class position. Individuals whom have obtained all 5's on performance evaluations multiple years in a row whom have requested an performance pay increase are consistently turned down while other employees from another job class or within the same job class with less seniority and lower evaluation scores receive increase. This has resulted in extremely horrid moral and dissention in the ranks that lead to employees no longer seeing any need to provide any exemplary performance in their assigned job duties and especially in the unwillingness of the Agency to follow the provisions for such awards.

The removal of the practice of forcing an employee to apply and obtain another job offer simply to give the agency incentive to provide such a pay increase when provisions for such reward needs to be abolished. Not only is it risking the employee for falsifying documents but again removes the already established programs in place and causes other employees with Seniority and Exemplary Performance to the State to no longer be recognized for their loyalty.

(SEE ATTACHEMENTS PERFORMANCE PAY REQUESTS AND RESPONSES)



FLORIDA STATE FIRE SERVICE ASSOCIATION IAFF LOCAL S20



Section 5 – Comprehensive Area Differential

A Comprehensive Area Differential pay review shall be provided for each represented bargaining unit position within the Florida State Fire Service Association. Review shall be conducted and to adjust pay within these positions to bring them in line with current costs of living and equitable wage provisions for same job which have increased causing hiring and retention of staff within the assigned positions. Review results shall be provided for review to the Florida State Fire Service Association.

(R) The State of Florida has not produced a comprehensive payroll study of the many positions covered within the Florida State Fire Service Association Bargaining Unit in many years. Agency's continue to lose Senior and even new hired personnel to other organizations given the disproportionate pay with no provisions of reward for exemplary service. Many agencies with current open positions take months even in some cases a year or more to simply fill positions due to the key item of contention the pay provision. For this reason under the contract language we simply proposed that a comprehensive pay study be conducted, Florida Professional Firefighters and IAFF payroll study provided for year 2020-2021, and that upon comparison adequate adjustments be provided to bring these positions in line with like job positions and competitive pay also for the areas served to bring the State up to equitable standing.

(SEE ATTACHED PAYROL STUDY PROVIDED)

Section 6 – Amendment 2 Maintain Pay Scale and Seniority

Amendment 2 adjustments provided by voter approval shall be applied to those positions within the Florida State Fire Service Association in tandem when provided each provisional year to maintain proper separation of pay scales and seniority for those positions which are already employed and hold pay in excess of that provision to be reached.

(R) Amendment 2 provides pay increases yearly up till the minimum wage within the State reaches \$15.00 an hour. This provision must be matched to current employed Senior Staff to maintain Seniority differences to pay. If the provision is not implemented you are essentially mandating that Senior Staff to no longer be provided for the many years of loyal service to this state and bring in untrained, which senior staff will have to train, just at or equal to the pay it has taken their many years of service to obtain. Without this provision the continue loss of moral and sense of loyalty to service to the State will suffer dramatically and your will see an increased loss of staff which will become even harder to replace given the States position of no Cost of Living increases and failure of the Agency's to provide the performance pay increases.

Thank you for your considerations to our proposals and if you have any questions I will be available during the hearing to provide any clarifications.

Michael T. Brennan
President S20
Florida State Fire Service Association
(352)220-7825
admin@iafflocals20.com

Subject to Ratification



AGREEMENT

STATE OF FLORIDA

and

**FLORIDA STATE FIRE
SERVICE ASSOCIATION**

Fire Service Bargaining Unit

**Effective Upon Ratification
through June 30, 2023**

*Strike Through / Underline Changes to
Fiscal Year 2019-2020 Reopener Agreement*

*Incorporates 2020 Legislative Impasse Resolution
to Articles 16, 18, 24, 25, 26, 27, and 29 effective July 1, 2020*

Subject to Ratification

2020-2023 State of Florida & Florida State Fire Service Association Agreement
Strike Through/Underline Changes to Fiscal Year 2019-2020 Agreement

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AGREEMENT

THIS AGREEMENT is between the State of Florida (hereinafter called the “State”) and the FLORIDA STATE FIRE SERVICE ASSOCIATION (hereinafter called “FSFSA”) representing the employees in the Florida State Fire Service Association Bargaining Unit. All such employees for the purposes of this contract shall be classified as included employees.

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 intention of the parties of 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 as follows:

**Article 1
RECOGNITION**

SECTION 1 – Recognition

The State hereby recognizes 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.

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**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
VACANT**

**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 Federal Law.

(B) The Association 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 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 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 neither the State nor the Association shall discriminate against any such employee because of membership or non-membership in any employee organization.

**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).

(B) The term “Grievance Representative”, as used in this Agreement, shall mean bargaining unit member officially designated by the President of the FSFSA to investigate

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

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

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

SECTION 3 – Access

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

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

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

SECTION 4 – 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.

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SECTION 5 – Use of State Facilities for Meetings

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

SECTION 6 – Bulletin Boards

(A) Where requested in writing, the state agrees to furnish in state-controlled facilities to which employees are assigned, wall space not to exceed 24x36" for FSFSA-purchased bulletin boards of an equal size. Such bulletin boards will be placed at a state facility in an area normally 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, and
- (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.

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(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 FSFSA, the Secretary of the Department of Management Services and/or designated representative(s), and not more than three (3) representatives of FSFSA, shall make a good faith effort to meet and consult quarterly. Such meetings shall be held at a mutually agreeable time and place designated by the Department of Management Services.

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

(C) Upon request by the designated FSFSA Staff Representative, the Step 1 Management Representative and/or designee(s) and the designated FSFSA Staff Representative, with not more than two (2) FSFSA representatives from the agency, shall make a good faith effort to meet and consult. 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

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grievances or for negotiation purposes. Prior to the scheduled meeting date, the parties shall give reasonable notice of topics to be discussed and persons to be in attendance.

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

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

SECTION 9 – Negotiations

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

(B) The FSFSA may designate up to six (6) employees within the unit to attend each single-day session as Negotiation Committee members and such employees will be granted administrative leave with pay to attend negotiating sessions with the state. If travel to and from negotiations unavoidably occurs on the participant's scheduled work days immediately preceding or following a day of negotiation, 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 employee shall be credited with more than the number of hours in the employee's regular workday for any day the employee is attending negotiations or traveling to or from negotiations. The time in attendance at such negotiating sessions shall not be counted as hours worked for the purpose of computing compensatory time or overtime. The agency shall not reimburse the employee for travel, meals, lodging, or any expense incurred in connection with attendance at negotiating sessions.

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

SECTION 10 – Access to Basic Fire Control Training Class

When the Florida Forest Service (FFS) conducts a Basic Fire Control Training course, the FSFSA will be permitted a 60-minute presentation during scheduled class time to address participants regarding the provisions of the FSFSA Collective Bargaining Agreement and the organization and benefits. Attendance by BFCT participants is voluntary. The FSFSA will not use this time to obtain executed applications for membership or dues deduction. The presentation

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will be held during the final week of the BFCT course at a date and time specified by the FFS. The FFS will notify the FSFSA at least 14 days in advance of the date and time on which the presentation is scheduled.

SECTION 11 – Notice of Membership Dues Deductions Ending

The Department of Management Services (DMS) will provide the FSFSA with a monthly notice identifying all employees whose membership dues deductions have ended.

**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 employees. Such discussions should be held with a view to reaching an understanding which will resolve the matter in a manner satisfactory to the employee and the state, without need for recourse to the formal grievance procedure prescribed by this Article.

SECTION 1 – Definitions

As used in this Article:

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

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

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

SECTION 2 – Election of Remedy and Representation

(A) If a grievant or the FSFSA has a grievance that may be processed under this Article which may also be appealed to the Florida Public Employees Relations Commission, the grievant or the FSFSA shall elect at the outset which procedure is to be used and such election

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

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

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

SECTION 3 – Procedures

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

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

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

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

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

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

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meetings on behalf of the FSFSA. All grievance meetings shall be held at times and locations agreed to by the parties. Unless agreed otherwise, all meetings shall be held within 50 miles of the grievant's place of work.

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

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

(1) Step 1

(a) Within 15 days following the date on which the employee knew or should have known ~~actual knowledge of the occurrence of the event~~ giving rise to the grievance, the grievant or his designated representative shall submit to the Step 1 Management Representative a grievance form, as contained in Appendix B, setting forth specifically the known facts on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

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

(2) Step 2

(a) If the grievance is not resolved at Step 1, the grievant or the grievant's FSFSA representative may appeal the grievance in writing on a grievance form as contained in Appendix B of this Agreement, to the Agency Head or designee within 10 days following receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1, together with the written Step 1 response and documentation in support of the grievance. The grievance form must be completed in its entirety.

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

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(c) If a grievance, alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause, is not resolved at Step 2, the FSFSA representative, or the grievant or grievant's representative, if not represented by FSFSA, may appeal the grievance to arbitration as provided in Article 6, Section 3(H)(5), below, within 10 days after receipt of the Step 2 decision.

(3) Step 3 – Contract Language Disputes

(a) If a grievance concerning the interpretation or application of this Agreement, other than a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension or dismissal) was taken without cause, is not resolved at Step 2, the grievant or the FSFSA Grievance Representative may ~~submit~~ appeal the grievance in writing on the grievance form contained in Appendix B of this Agreement, by submitting it to the Office Manager for the Office of the General Counsel of the Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050, or by email to: Step3Grievances@dms.myflorida.com within 15 days following receipt of the decision at Step 2, ~~to the Department of Management Services within 15 days following receipt of the decision at Step 2.~~ The grievance shall be filed on the appropriate grievance form as contained in Appendix B of this Agreement, setting forth specifically the facts on which the grievance is based, the specific provision(s) of the Agreement 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 documentation in support of the grievance. The grievance form must be completed in its entirety.

(b) The Department of Management Services shall meet with the grievant and/or the FSFSA Grievance Representative, if any, or the grievant or representative if not represented by the union, to discuss the grievance, and shall communicate a decision in writing to the grievant or his designated representative, if any, within 15 days following receipt of the written grievance. When the grievance is eligible for initiation at Step 3, the grievance shall be filed on the grievance form contained in Appendix B of this Contract, setting forth specifically the facts on which the grievance is based, the specific provision(s) of the Contract allegedly violated, and the relief requested.

(4) Grievance Mediation

(a) The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration but before the arbitration hearing. If the parties choose to mediate the grievance, the Arbitration Coordinator will provide the parties with the name, contact information, and availability of the FMCS mediator. The parties will then schedule a mediation within 40 days of the filing of the Request for Arbitration unless mediator availability requires a lengthier period. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.

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(b) If the mediation is unsuccessful in resolving the grievance, the FSFSA will notify the Arbitration Coordinator and the agency representative within 10 days after the mediation concludes whether it will proceed to arbitration of the grievance or withdraw it. If the FSFSA chooses to proceed to arbitration, the Arbitration Coordinator will provide the parties and the arbitrator with the name, contact information, and availability of the next arbitrator on the panel in rotation. The arbitrator shall then schedule the hearing with the parties, with notice to the Arbitration Coordinator, not later than 60 days from the date the mediation concludes without a resolution of the grievance. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on unusual and compelling circumstances.

~~The parties may, by written agreement, submit a grievance to mediation to be conducted by the Federal Mediation and Conciliation Service (FMCS) after it has been submitted to arbitration, but before the arbitration hearing. When the parties agree to mediate a grievance, the scheduled date for the arbitration hearing provided in section (5)(c) below may be extended by mutual agreement beyond five months. Either party may withdraw from the mediation process with written notice no later than five days before a scheduled mediation.~~

(5) Arbitration

(a) Arbitration Filing.

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

2. Disciplinary Grievance. If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause is not resolved at Step 2, the FSFSA may appeal the grievance to arbitration within 10 days after receipt of the decision at Step 2.

3. Contract Language Dispute. 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 10 days following receipt of the decision at Step 3.

~~(a) — If a grievance alleging that a disciplinary action (reduction in base pay, demotion, involuntary transfer of more than 50 miles by highway, suspension, or dismissal) was taken without cause is not resolved at Step 2, the FSFSA may appeal the grievance to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 2. If a contract language dispute as described in (3)~~

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~~above, is not resolved at Step 3, the FSFSA may appeal the grievance to arbitration on the appropriate form as contained in Appendix C of this Agreement within 10 days following receipt of the decision at Step 3. If, at the initial written step, the FSFSA declined to represent the grievant because he was not a member of the FSFSA, the grievant may appeal the grievance to arbitration. The appeal to arbitration shall be filed with the Department of Management Services on the appropriate form contained in Appendix C and shall include a copy of the grievance forms submitted at Steps 1, 2, and 3 (if applicable), together with all written responses and documents in support of the grievance. An appeal to arbitration shall be submitted to the Arbitration Coordinator at the following address: Office of the General Counsel, Department of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-9050. The appeal may also be transmitted via email to: arbitration.coordinator@dms.myflorida.com; or by personal service or facsimile.~~

(b) The arbitrator shall be one person from a panel of at least four arbitrators, selected by the state and the FSFSA to serve in rotation for any case or cases submitted. The Department of Management Services' Arbitration Coordinator shall notify the state agency representative, the FSFSA representative, and the arbitrator listed next on the panel in rotation of the filing of the Request for Arbitration. If the grievant is not represented by the FSFSA, the Arbitration Coordinator will notify the grievant that a deposit equal to one day of the arbitrator's fee must be paid to the arbitrator prior to the hearing being scheduled. If the grievant fails to pay the deposit within 20 days after being notified by the Arbitration Coordinator, the Arbitration Coordinator will issue a notice closing the file for failure to pay the required deposit after notice. The arbitrator shall notify the parties of their availability and schedule the arbitration with the parties, with notice to the Arbitration Coordinator, in accordance with the provisions of the Agreement. Scheduling shall take into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors. ~~(b)The arbitrator shall be chosen from a panel of at least four arbitrators selected by the parties. The Department of Management Services' Arbitration Coordinator shall schedule the arbitration hearing with the state and FSFSA representatives and the arbitrator listed next on the panel in rotation, and coordinate the arbitration hearing time, date and location.~~

(c) Arbitration hearings shall be scheduled as soon as feasible but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall provide the parties with the names of succeeding arbitrators on the panel in rotation until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances. The parties may agree to schedule a hearing beyond the five-month deadline. The parties may, by agreement in writing, submit related grievances for hearing before the same arbitrator. Arbitration hearings shall be scheduled as soon as feasible, but not more than five months following the receipt of the Request for Arbitration Form. If the arbitrator initially selected is not available to schedule within this period, the Arbitration Coordinator shall contact succeeding arbitrators on the panel until an arbitrator is identified who can schedule within the prescribed period. A party may request of the arbitrator, with notice to the other party and the Arbitration Coordinator, an extension of time/continuance based on documented unusual and compelling circumstances.

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

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

(fe) — Where there is a threshold issue regarding arbitrability, including timeliness, of a grievance raised by either party, the party shall notify the Arbitration Coordinator that it requests an expedited arbitration hearing to be conducted to address only the arbitrability issue. The Arbitration Coordinator shall contact arbitrators on the panel in rotation to identify an arbitrator who can meet the requirements of this expedited process. These requirements include an arbitrator being available to schedule a hearing and render a decision within 15 days of being chosen, limiting the hearing to one day, and issuing a decision within five days of the hearing. The Arbitration Coordinator shall provide the parties with the name, contact information, and availability of the arbitrator. The arbitrator shall then schedule the arbitration with the parties, including date, time, and location, and advise the Arbitration Coordinator of the hearing arrangements. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator, or in person if they do not agree to a telephonic hearing. If the hearing is to be in person and the parties cannot agree on a location, the hearing shall be held in the City of Tallahassee. The fees and expenses of the arbitrator shall be borne equally by the parties, however each party shall be responsible for compensating and paying the fees and expenses of its own representatives, attorneys, and witnesses. If the arbitrator determines that the issue is arbitrable, another arbitrator shall be chosen from the parties' regular arbitration panel in accordance with the provisions of Section 3(H)(5)(b) (6)(e) of this Article to conduct a hearing on the substantive issue(s).

~~In such cases, the parties shall choose an arbitrator from the panel of arbitrators (see (5)(b), above), who is available to schedule a hearing and render a decision within 15 days of an arbitrator being chosen for this limited purpose. The hearing on this issue shall be limited to one day, and the arbitrator shall be required to decide the issue within five business days of the hearing. The hearing shall be conducted by telephone upon the agreement of the parties and the arbitrator. The fees and expenses of the expedited arbitration shall be shared equally by the parties.~~

(gf) The arbitrator may fashion an appropriate remedy to resolve the grievance and, provided the decision is in accordance with his jurisdiction and authority under

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

1) The arbitrator shall transmit a decision to the parties, with a copy to the Arbitration Coordinator, not later than 30 days from the date of the closing of the hearing or the submission of briefs, whichever is later.

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

2) The arbitrator's decision shall be in writing, shall be determined by applying a preponderance of the evidence standard and shall set forth the arbitrator's opinion and conclusions on the 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.

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

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

2) If the FSFSA is granted a continuance to reschedule an arbitration hearing over the objection of the agency, the agency will not be responsible for back

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pay for the period between the original hearing date or the end of the five-month period described in (56)(c), above, whichever is later, and the rescheduled date.

(ih) The fees and expenses of the arbitrator shall be borne equally by both parties; however, each party shall be responsible for compensating and paying the fees and expenses of its own representatives, attorneys, and witnesses. The arbitrator shall submit his fee statement to the parties, with a copy to the Arbitration Coordinator, for processing in accordance with the provisions of this article and the arbitrator's contract.

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

(ji) A party may schedule a stenotype reporter to record the proceedings. Such party is responsible for paying the appearance fee of the reporter. If either party orders a transcript of the proceedings, the party shall pay for the cost of the transcript. If the arbitrator orders a copy of the transcript, the arbitrator shall pay for the cost of the copy of the transcript and include the cost in his/her invoice for fees and expenses, to be paid in accordance with (h), above and provide a photocopy to the arbitrator. The party shall also provide a photocopy of the transcript to the other party upon written request and payment of copying expenses (\$.15 per page).

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

SECTION 4 – Time Limits

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

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

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

SECTION 5 – Exceptions

(A) Nothing in this Article or elsewhere in this Agreement shall be construed to permit the FSFSA or an employee to process a grievance (1) on behalf of any employee without

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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 contained in Appendix B within 15 days following the date on which the grievant knew or should have known ~~the actual knowledge of the occurrence event~~ giving rise to the grievance.

(2) If the Grievance arises from an agency action listed in Article 7(B) of this Agreement, a grievance shall be initiated at Step 2 by submitting a grievance form as contained in Appendix B within 15 days following the date on which the grievant knew or should have known ~~the actual knowledge of the occurrence event~~ giving rise to the grievance.

(3) The FSFSA shall have the right to bring a class action grievance on behalf of employees in its own name, concerning disputes relating to the interpretation or application of this Agreement. Such grievance shall not include disciplinary actions taken against an employee. The FSFSA's election to proceed under this Article shall preclude it from proceeding in another forum on the same issue. The FSFSA shall identify on the grievance form the specific group (i.e., employees' job classification(s), work unit(s), institution(s), etc.) adversely impacted by the dispute relating to the interpretation or application of the Agreement. Such grievance shall be initiated at Step 2 or, where more than one agency is implicated, Step 3 of this procedure in accordance with the provisions set forth herein, by submitting a grievance form as contained in Appendix B, within 15 days following the date on which the grievant knew or should have known ~~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 as provided in Section 110.227, Florida Statutes.

(B) Reductions in base pay, demotions, involuntary transfers of more than 50 miles by highway, suspensions, and dismissals may be effected by the state at any time. The state will make a good faith effort to initiate a disciplinary action within 60 days of knowledge of the event giving rise to the disciplinary action. 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.

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(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 12 months.

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

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

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

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

(4) A written reprimand will not be considered in determining discipline, provided the employee is not disciplined for the same offense during the succeeding 18 months, and the written reprimand was not for a major offense that 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.

Article 8
WORKFORCE REDUCTIONS

SECTION 1 – Layoffs

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

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

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

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

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

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

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

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

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

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

(b) Retention points deducted for performance not meeting performance standards or work expectations defined for the position shall be based on the five years immediately prior to the agency's established cutoff date. One (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 15 percent added to their total retention points, those eligible pursuant to section 295.07(1)(c), (d), or (e), Florida Statutes, shall have ten percent added to their total retention points, and those eligible pursuant to section 295.07(1)(f) or (g), Florida Statutes, shall have five percent added to their total retention points.

(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

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in the same manner until the total number of filled positions in the broadband level to be abolished is complete.

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

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

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

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

(10) An employee who has permanent status in his current position and who is to be laid off shall be given at least 14 calendar days' notice of such layoff or in lieu thereof, two weeks' pay or a combination of days of notice and pay in lieu of the full 14 calendar days' notice, to be paid at the employee's current hourly base rate of pay. The state will make a reasonable effort to provide 30 days' notice of a layoff. The notice of layoff shall be in writing and sent to the employee by certified mail, return receipt requested. Within seven (7) calendar days after receiving the notice of layoff, the employee shall have the right to request a demotion 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.

(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

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employees, the state agrees to encourage the employing entity to consider any adversely affected unit employees for employment in its organization if the state has been unable to place the employees in other positions within the State Personnel System.

SECTION 2 – Recall

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

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

(B) An employee who 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 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.

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

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

SECTION 1 – Definitions

As used in this Article:

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

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

(C) “Broadband level” shall mean all positions 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:

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

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

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

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

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

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

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

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

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

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

(A) An employee who has attained permanent status in his current position may request a reassignment, lateral action, transfer, or change in duty station on the appropriate agency request form. Such requests shall indicate the broadband level(s), county(ies), duty station(s), and/or shift(s) to which the employee would like to be assigned.

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

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

(D) Except where a position is filled by demotion or promotion, the management representative having hiring authority for the position shall give first consideration to employees who have submitted an agency request form; provided, however, that employees whose requests are not submitted by the first day of the month shall not be considered for vacancies which occur during that month.

SECTION 3 - Promotion

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

SECTION 4 - Procedures

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

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

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

(D) If a Florida Forest Service position is not filled by demotion or by an employee with a request form on file, the hiring authority for the position shall give first consideration to Florida Forest Service employees who apply for the position in response to an advertised position. The parties agree, however, that the employee's work history and agency needs will be taken into consideration when making the hiring decision for the position.

SECTION 5 – Involuntary Reassignment, Lateral Action, Transfer or Change in Duty Station

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

SECTION 6 – Notice

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

SECTION 7 – Relocation Allowance

An employee who is involuntarily reassigned and required to relocate his residence shall be granted time off with pay for one work day for purposes of relocating his residence. No employee will be credited with more than the number of hours in the employee's regular workday and such time shall not be counted as hours worked for the purpose of computing compensatory time or overtime. In addition, the employee shall be granted travel reimbursement for travel from the old residence to the new residence based on the most direct route.

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SECTION 8 – Promotions Outside the Unit

The hiring authority shall carefully consider employee applicants when filling vacant supervisory positions at the level immediately above bargaining unit positions. The State will make a good faith effort to fill vacant positions in the rank immediately above the bargaining unit with employees of the bargaining unit. However, the most qualified applicant will always be recommended by the hiring authority. This provision is not subject to the Article 6 grievance procedure.

SECTION 9 – Grievability

The provisions of this Article regarding involuntary reassignment, lateral action, transfer, change in duty station, promotion, and promotions outside the unit, shall not be subject to the grievance procedures of Article 6 of this Agreement; however, an employee complaint concerning improper application of the provisions of Section 4(A), and Section 5 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**

SECTION 1 – Occupation Profiles/Rules Maintained

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

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

SECTION 2 – Documentation

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

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

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

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

Article 11
CLASSIFICATION REVIEW

SECTION 1 – Additional Duties

(A) ~~When an employee alleges that they are employee is being regularly required to perform duties which that are not included in the employee's position description of the position being filled by the employee, and the employee alleges that the duties assigned are not included in the official Occupation Profile to which the position is allocated, the employee may request in writing that the Agency Head review the duties assigned to the employee's position. The Agency Head or designee shall review the duties as requested and provide the employee. The employee will receive a copy of the~~ with a written decision within 60 ~~30~~ days of the request.

~~(A)~~(B) If the decision is that the duties assigned are sufficient to justify reclassifying the position, either the position will be reclassified or the duties in question will be removed. If the position is reclassified and the employee is to receive a pay increase, the pay increase shall be effective from the date the agency received the employee's request for a classification review. Shortage of funds shall not be used as the basis for refusing to reclassify a position 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.

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

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SECTION 2 – Work-Load Quotas

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

(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.

**Article 12
PERSONNEL RECORDS**

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

(B) If derogatory material is placed in an employee’s official personnel file, a copy will be sent to the employee. The employee will have the right to answer any such material within six (6) months of placement in the file, and his answer will be attached to the file copy.

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

(D) Where the Agency Head or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee’s personnel file in error or is otherwise invalid, such document shall be sealed in the file and shall be stamped “NOT VALID”, and retained in the employee’s personnel file as specified in the State of Florida General Records Schedule GS1-SL for State and Local Government Records, as promulgated by the Department of State.

**Article 13
~~HEALTH AND WELFARE~~VACANT**

~~SECTION 1 – Insurance Benefits~~

~~— In accordance with the General Appropriations Act for Fiscal Year 2019-2020, the benefits and employee share of premiums for the State Employees Group Health Self Insurance Plan shall remain unchanged for Fiscal Year 2019-2020.~~

~~SECTION 2 – Employee Assistance Program~~

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

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

SECTION 3 — Death In-Line-Of-Duty Benefits

~~— Funeral and burial expenses will be as provided in section 112.191, Florida Statutes.~~

~~(A) — Education benefits will be as provided in section 112.191, Florida Statutes.~~

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

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

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

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

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

~~(0) — Fitness Technicians must maintain a current AED CPR card or higher.~~

~~(0) — Fitness technicians will provide fitness, health, nutrition, and wellness information to all bargaining unit employees, and the Fitness Technicians will be given opportunities to receive information and training in such areas as nutrition, exercise physiology, etc.~~

~~(B) — Employees will be permitted to exercise a maximum of three 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.~~

~~(1) — Individual aerobic and/or strength exercises are authorized.~~

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~~(1) — Team sports are prohibited.~~

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

~~(2) — The acquisition of all exercise equipment is a local decision. However, state funds may not be used to purchase this equipment.~~

~~(2) — The FFS will not provide reduced memberships with any gyms or health clubs. This is a personal decision on the part of employees.~~

~~(C) — FFS Employee Health Exam & Fitness Test~~

~~(1) — The FFS employee *Health Exam & Fitness Test* is required for Special Risk employees hired or rehired after January 1, 1993, and includes the Initial or Annual Medical Examination and the Fitness Test. The Initial Medical Exam shall be in accordance with the FFS approved edition of the National Fire Protection Association (NFPA 1582) Medical Requirements for Firefighters. The Initial and Annual Medical Exams standards for the pulmonary function test and the resting blood pressure limits are established by FFS. The Annual Medical Examination consists of specific components of the Initial Medical Examination, (Pulmonary Function Test & Resting Blood Pressure). For the *Annual Medical Exam*, employees are required to utilize the FFS *Annual Medical Exam* standard. The employee has the option of utilizing the FFS facility for the *Annual Medical Exam*, or obtaining certification to take the *Annual Fitness Test*, utilizing the FFS *Annual Medical Exam* standard, from their personal physician (at personal cost). The Fitness Test currently is the United States Forestry Service (USFS) Work Capacity Test (WCT), also called the Pack Test. The employee must successfully complete the Medical Examination within 12 months prior to taking the Fitness Test.~~

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

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

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

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

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

~~(2) — If a candidate for hire is required to take the FFS *Initial Fitness Test*, after August 31st and before November 1st, the candidate will take the test as scheduled, and be required to take the FFS employee *Annual Fitness Test* in November, December or January of the following year (this means more than 12 months between tests). (Example: candidate takes the FFS *Initial Fitness Test* on October 15, 2006, and, will be required to take the FFS employee *Annual Fitness Test* in November or December of 2007 or January of 2008.) When the test is completed in November, December or January, the employee will be synchronized for future November, December, or January testing.~~

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

Article 14

STATE VEHICLES AND VESSELS

SECTION 1 – Vehicle and Vessel Safety

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

SECTION 2 – Firefighting Equipment

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

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Article 15
PROBATIONARY STATUS

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

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

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

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

Article 16 **2020 Legislative Impasse Resolution**
VACANT SENIORITY

For the purpose of this Agreement, "seniority" shall be defined as continuous service in the broadband level; provided, however, that an employee shall forfeit seniority status in the event that the employee is separated from the agency for a period of 31 or more calendar days.

Article 17
ALLOWANCES AND REIMBURSEMENTS VACANT

SECTION 1 — Travel Expenses

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

SECTION 2 — 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)~~

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~~provided the employee successfully passes the required examination and is issued the license and appropriate endorsement(s).~~

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

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

~~(D) — Reimbursement for commercial driver's license renewal fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the employer) which exceeds the cost of the regular noncommercial Class E driver's license, provided the employee applies for the required license and any required endorsement(s) 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 2020 Legislative Impasse Resolution
LEAVES OF ABSENCE

SECTION 1 – Leaves

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

SECTION 2 – Association Activities

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

SECTION 3 – Personal Holiday

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

Article 19
OUTSIDE EMPLOYMENT

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

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

Article 20
TRAINING AND EDUCATION

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

SECTION 1 – Employee Education

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

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

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

SECTION 2 – Employee Training

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

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

SECTION 3 – Educational Assistance Plan

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

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**Article 21
COMMITTEES**

SECTION 1 – Safety Committee

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

SECTION 2 – Other Committees

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

**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. The damage cannot be 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 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.

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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.

Article 23
HOURS OF WORK AND OVERTIME

SECTION 1 – Hours of Work and Overtime

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

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

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

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

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

SECTION 2 – Work Schedules, Vacation and Holiday Schedules

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

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

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

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

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

SECTION 3 – Rest Periods

(A) No supervisor shall unreasonably deny an employee a 15-minute rest period during each four-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 – Disability Leave

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

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

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

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

SECTION 5 – Work Day – Work Period

(A) The state will make a good faith effort not to require an employee to split a workday into two or more segments without the agreement of the employee and the employer. The state will also make a good faith effort to schedule the work of an employee in a manner to minimize the extension of the employee's workday beyond its scheduled hours, recognizing that such extensions may be necessary to address emergencies or to conserve staffing or other resources, as determined by the state.

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

SECTION 6 – Special Compensatory Leave

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

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

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

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

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

(a) Regular compensatory leave credits.

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

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

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

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

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

(3) Each agency shall schedule employees earning special compensatory leave credits in a manner that allows all such leave credits earned on or after November 1, 2019, to be used within the time limits specified in subsections (C)1 and (C)2. However, if scheduling such leave within such time limits would prevent the agency from meeting minimum staffing requirements needed to ensure public safety, the special compensatory leave remaining at the end of each time limit shall be paid at the employee's current regular hourly rate of pay.

(D) Pay Provision for Special Compensatory Leave.

(1) Upon separation ~~from the Career Service,~~ transfer to another agency, or transfer to another pay plan, an employee shall be paid ~~only~~ for the following unused special compensatory leave credits:

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

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

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

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

(4) Any special compensatory leave hours earned prior to November 1, 2019, that were forfeitable under the provisions of previous contracts or agreements remain forfeitable upon expiration of the applicable time periods and are not eligible for payment.

Article 24 2020 Legislative Impasse Resolution
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 Additive

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

(B) An employee who is required to be on-call on a Saturday, Sunday, or holiday as listed in section 110.117(1), Florida Statutes, will be paid an on-call additive in an amount per hour equal to one-fourth (1/4) of the statewide hourly minimum for the employee's paygrade for the hour(s) such employee is required to be on-call pursuant to Rule 60L-32.0012(2)(b), F.A.C.

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

SECTION 3 – Call Back

(A) When an employee who has been placed on-call in accordance with Section 1 above is called back to the work location to perform assigned duties, the employee shall be credited for actual time worked, or a minimum of two hours whichever is greater.

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

SECTION 4 – Residency Requirement

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

Article 25 2020 Legislative Impasse Resolution
WAGES

SECTION 1 – General Pay Provisions

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

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

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2020-2021, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant temporary special duties pay additives of up to 15 percent of the employee’s base rate of pay to each employee temporarily deployed to a facility or area closed due to emergency conditions from another area of the state that is not closed.

SECTION 3 – Cash Payout of Annual Leave

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

SECTION 4 – Performance Pay

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2020-2021, contingent upon the availability of funds and at the Agency Head’s discretion, each agency is authorized to grant merit pay increases based on the employee’s exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35, Florida Administrative Code.

SECTION 5 – Competitive Pay Adjustments

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2020-2021, effective October 1, 2020, all eligible employees shall receive a pay adjustment of 3.0

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percent (3%) based on the employees' September 30, 2020, base rate of pay. The minimum annual increase shall be \$1,000.

Article 26 2020 Legislative Impasse Resolution
VACANT UNIFORMS, EQUIPMENT & AWARDS

SECTION 1 – Uniform Allowance

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

SECTION 2 – Equipment

Equipment required as part of the employee's job duties will be provided by the agency for use at no cost to the employee.

- (A) Where hand-held radios are provided, they will be suitable for firefighting use.
- (B) Where it is current practice, shield or star style badges shall be provided to employees. Collar brass will continue to be standard issue per agency policy.
- (C) Name tags shall continue to be standard issue per agency policy.

SECTION 3 – Accessories

Employees will be permitted to wear Paramedic, EMT, award recognition and union pins. The union pin shall be no larger than one (1) inch in diameter.

SECTION 4 – Non-Uniformed Employees

All non-uniformed employees shall receive a clothing allowance in the amount of \$250.00 annually.

SECTION 5 – Recognition Awards

The state may award plaques, certificates, pins or other tokens of recognition to employees who demonstrate satisfactory service to the state in appreciation and recognition of such service. The cost for such tokens of recognition shall not exceed \$100.00.

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Article 27

2020 Legislative Resolution

UNIFORMS INSURANCE BENEFITS

In accordance with Section 8 of the General Appropriations Act for Fiscal Year 2020-2021, the benefits and employee share of premiums for the State Employees Group Health Self-Insurance Plan shall remain unchanged for Fiscal Year 2020-2021.

SECTION 1 – Uniform Allowance

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

SECTION 2 – Accessories

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

SECTION 3 – Non-Uniformed Employees

~~All non-uniformed employees shall receive a clothing allowance in the amount of \$250.00 annually.~~

Article 28

VACANT TRAVEL EXPENSES

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

Article 29

2020 Legislative Impasse Resolution

VACANT HEALTH AND WELFARE

SECTION 1 – Employee Assistance Program

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

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

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

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

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

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

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

SECTION 3 – Florida Forest Service Fire Fighter Health and Physical Fitness Standards Program

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

(B) Health Standards

The FFS Health Standard is required for Special Risk employees hired after January 1, 1993 (Single/Multi Engine Reciprocal Pilots hired after October 1, 2001). Medical Examinations shall be in accordance with the National Fire Protection Association's NFPA 1582-2013 Standard on Comprehensive Occupational Medical Program For Fire Departments, 2013 Edition.

(1) The employee has the following options for completing the required medical examination:

(a) Comprehensive medical examination completed by the FFS approved state provider on a biennial basis.

(b) Evaluation of pulmonary function and resting blood pressure performed by an FFS approved local provider on an annual basis.

NOTE: For required medical evaluations, FFS will only be provided the results of the pulmonary function and resting blood pressure evaluations.

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(2) Employees who do not meet the health standards for pulmonary function and resting blood pressure will be placed on sick leave until they provide a personal physician's statement clearing them to return to full duty or work in a modified duty capacity. To assist the physician in determining the employee's medical release or an appropriate medical decision, the physician is to be provided with the *Essential Job Tasks for Wildland Firefighters* and the *Report of Medical Examination*, DACS-11012 must be completed. Any employee who chooses option (1)(a) above and who fails the pulmonary function and/or resting blood pressure requirement, will be required to complete option (1)(b) above the following year.

(3) Medical Testing Records should be maintained in a secure location at the local field unit for all fire certified employees and available upon request for the duration of an employee's career.

(C) Fitness Standards

(1) The FFS Fitness Standard is required annually for Special Risk employees hired after January 1, 1993 (Single/Multi Engine Reciprocal Pilots hired after October 1, 2001) and those employees are required to meet these standards to maintain their certification.

(2) The FFS fitness standard is the national "Field" Work Capacity Test (WCT), referred to as the moderate pack test: 25-pound weight vest, 2 miles in 30 minutes.

(3) The Field Work Capacity Test must be successfully completed prior to any special risk class job offer. This includes current employees promoting into a Special Risk position unless hired prior to January 1, 1993.

(D) Fitness Testing

(1) Fitness Testing will be conducted by a fitness technician who has been selected and approved.

(a) Each field unit will be allowed to maintain a minimum of two (2) fitness technicians. Some field units may be authorized to maintain three (3) fitness technicians depending on need.

(b) Fitness technicians will be selected by the field unit manager and approved by the Field Operations and Forest Protection Bureaus.

(c) Fitness technicians selected after February 1, 2020 must pass the field work capacity test annually.

(d) Training must be provided to the selected fitness technician with final certification given by the Quality Assurance Coordinator prior to them functioning as a fitness technician.

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(e) Field Units are required to maintain accurate records of all fitness testing. Records should be maintained at the local field unit for all fire certified employees and available upon request for the duration of an employee's career.

(f) Fitness Technicians will provide fitness, health, and wellness information to all employees through presentations and other mediums. Fitness Technicians will be given the opportunity to receive information and training in such areas as nutrition and exercise physiology.

(2) Initial Fitness Testing

Candidates for hire will only be provided one (1) opportunity to pass the fitness test for each position advertisement. If they do not meet the standard, they will not be eligible for the special risk position. They may re-apply for future special risk vacancies.

(3) Annual Fitness Testing

(a) The Annual Fitness Test will be conducted during the months of November, December, and January.

(b) Fitness Testing for national qualifications will also be conducted during the same time period. This includes the arduous pack test (3-mile walk with 45-pound pack in 45 minutes) and the light test (1-mile walk with no pack in 16 minutes).

The arduous pack test and the required annual field pack test may be combined and taken as one test, with the arduous pack test substituting for the annual field pack test.

(c) Annual Fitness Test Reporting: The field unit manager is required to submit an annual report to the Forest Protection Bureau (Quality Assurance Coordinator) by February 15th listing the results of all required annual fitness testing.

(d) Annual fitness testing may be conducted outside of the November, December, and January time period under the following circumstances:

1. The individual was in a modified duty capacity during the testing period. In this event, the arduous pack test may be conducted.

2. The individual failed the annual fitness test and is required to re-take the fitness test as outlined by the failed pack test process. In this event, only the field pack test may be conducted.

3. Other circumstances may be allowed with Director approval.

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(e) Any individual required to pass the annual fitness test as a condition of employment who begins the test but does not meet the standard for any reason has failed. In this event, the following is required:

1. Notification of the failure should be made to the individual by a supervisor within 24 hours that outlines the steps / requirements for the situation.

2. Employees who fail the Annual Fitness Test will not be allowed to participate in fire related activities including active suppression of wildfires (i.e. dozer, engines, hand tools, water drops, etc.), prescribed fires and any other emergency responses until they retake and pass the Annual Fitness Test.

3. The employee shall be excluded from participating in on-call duty. On-call duty that does not involve active suppression of wildfires, for example a Fixed Wing Pilot, will be allowed.

4. The employee shall be excluded from deployments or other assignments.

5. Upon notice of the initial failed pack test, the field unit manager will determine if the employee is receiving any type of pay additive, to include Asbestos Team, Fire Prevention Chair, Fitness Technician, Safety Officer, Training Officer and Basic Fire Control Training cadre member. If the employee is receiving any of these pay additives, the field unit manager will request the additive be stopped due to the employee's failure. Once received, the Chief of Field Operations, along with the Regional Deputy Chief will make the recommendation to the Directors office if the employee will lose or continue to receive the pay additive while on modified duty. If removed, it is the discretion of the field unit manager and Chief of Field Operations whether the pay additive will be reinstated upon successfully completing the pack test. The manager may recommend a replacement to ensure the duties are accomplished and receive the pay additive if it is determined to be in the best interest of the FFS.

6. A memorandum from the manager (or next level supervisor) to the employee must be completed and submitted through the local chain-of-command to the Quality Assurance Coordinator in the Forest Protection Bureau. The memorandum shall serve as a restricted duty letter after a failed pack test and must be signed by the employee.

7. The employee will be mandated to participate in the FFS Exercise Program. The employee will be permitted up to six (6) months and two (2) additional attempts, at three (3) month intervals to retake the Annual Fitness Test. The employee may take the Annual Fitness Test prior to the three (3) month timeframe however it will count as their next attempt and the timeframe will be adjusted accordingly (no more than three months between tests). If a physician recommends a modified duty capacity during this time, the failed pack test process will halt and the employee will be placed on modified duty in accordance with FFS policy.

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8. Upon being cleared by the physician to return to full duty, the employee will have 30 days to take their next fitness test attempt and the process will be reinstated from that point.

9. Employees in special risk positions, who have exhausted all attempts to pass the Fitness Test, may be offered a vacant position that does not include firefighting duties in the Department of Agriculture and Consumer Services. If another position cannot be identified and agreed upon, termination may result.

(f) The Florida Forest Service fitness program for Special Risk positions is a crucial program that protects the life and safety of the employee and the public. If the Director of the Florida Forest Service determines that an employee is not maintaining fitness and exhibits two or more consecutive years of failures of the fitness program, the Director may recommend further action, to include fitness for duty testing, reassignment, demotion, or termination.

| <u>FITNESS TEST SCHEDULING</u> | |
|--|--|
| <u>Initial Fitness Test Date</u> | <u>Annual Fitness Test Date</u> |
| <u>February 1 – August 31</u> <u>Employees who complete testing within this timeframe will have two tests within a 12-month period.</u> | <u>November 1 – January 31</u> |
| <u>September 1 – October 31</u> <u>Employees who complete testing within this timeframe will wait until the following year and have more than a 12-month period between tests.</u> | <u>November 1 – January 31</u> <u>(of the following year)</u> |
| <u>November 1 – January 31</u> <u>Employees who complete testing within this timeframe are synchronized with the annual testing dates.</u> | <u>November 1 – January 31</u> |

(E) Exercise Program

(1) All Certified Wildland Firefighters will be permitted to exercise up to 45 minutes per day a maximum of three (3) times per week. Exercise time cannot include the first hour or last hour of the scheduled workday; however, it may be combined with one break per day (morning, lunch, or afternoon).

(2) This is a strongly recommended activity and may be permitted if fire conditions, emergency activities, or other priority work projects that have been approved by the

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Field Unit Manager do not preclude such activities.

(3) This is a requirement for all employees who have not met the fitness standard.

(4) Aerobic and/or strength exercises are authorized.

(5) Team sports are prohibited.

(6) Manager discretion may allow travel to an off-site location; however, the employee must be able to respond back to the site within 15 minutes of notification.

(7) The acquisition of exercise equipment through the FEPP and/or FFP Programs is allowed.

(F) Health Awareness

In an effort to promote good health and awareness, the Florida Forest Service will provide each of its employees the opportunity to receive a comprehensive medical review at least once every twenty-four (24) months, at no cost to the employee.

Article 30

VACANTREIMBURSEMENTS

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

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

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

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

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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 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; 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.

**Article 32
ENTIRE AGREEMENT**

SECTION 1 – Agreement

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

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

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

SECTION 2 – Memorandum of Understanding/Settlements

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the FSFSA is specifically authorized by employees to enter into the settlement of grievance disputes or memorandums of understanding

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which clarify or amend this Agreement, without having to be ratified by employees. Such settlements and memorandums of understanding, if any, shall be attached as Appendix D.

**Article 33
SAVINGS CLAUSE**

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

**Article 34
DURATION**

SECTION 1 - Term

(A) This Agreement shall remain in full force and effect through the thirtieth day of June, ~~2020-2023~~, and during the period of negotiation, whichever is later. ~~The Agreement may be extended in the manner set forth in the following paragraph. The State and the Association agree that Article 25 – Wages, Article 27 – Insurance Benefits and any other three (3) articles within this Agreement that either party desires to reopen shall be subject to negotiations for Fiscal Year 201821-201922 and Fiscal Year 201922-202023.~~

(B) In the ~~event instance where~~ that the state and the FSFSA fail to secure a successor (or reopener) Agreement prior to the expiration date of this Agreement, the current Agreement shall remain in full force and effect until such time the successor (or reopener) has been ratified by the Governor. ~~the parties may agree in writing to extend this Agreement for any period of time.~~

(C) 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 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 email or U.S. Mail, return-receipt requested, and if by the state shall be addressed to FSFSA Local S-20, 3433 Lithia Pinecrest Road #347 Valrico, Florida 33594, 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.

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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.

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APPENDIX A

**CLASSES IN THE FLORIDA STATE FIRE SERVICE ASSOCIATION
BARGAINING UNIT – CBU 11**

Class Code Class Title

| | |
|------|---|
| 6411 | Fire Fighter |
| 6412 | Fire Fighter Supervisor |
| 7609 | Forest Ranger |
| 7610 | Senior Forest Ranger |
| 6577 | Fire Fighter Rotorcraft Pilot |
| 6570 | Single Engine Reciprocal Aircraft Pilot (Department of Agriculture and Consumer Services) |
| 6568 | Multi-Engine Reciprocal Aircraft Pilot (Department of Agriculture and Consumer Services) |
| 1362 | Fire College Instructor |
| 1364 | Fire College Instructor Supervisor |
| 1360 | Field Representative – Fire Fighter Standards and Training |
| 1366 | Field Representative Supervisor – Fire Fighter Standards and Training |
| 8804 | Fire Protection Specialist |

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APPENDIX B

OFFICIAL GRIEVANCE FORM

GRIEVANCE STEP # _____

S-20 DISTRICT # _____

EMPLOYEE: _____

DEPARTMENT: _____

CLASSIFICATION: _____

WORK LOCATION: _____

SUPERVISOR: _____

CLASS TITLE: _____

STATEMENT OF GRIEVANCE: A collective bargaining agreement is in effect between the State of Florida and the Florida State Fire Service Association, Local S20. This grievance is being filed for violation of the following contract provisions:

List contract articles violated and describe specific violations:

Relief required: (e.g., Corrective action and to be made whole)

I authorize the FSFSA Local S20 Representative as my representative to act for me in the disposition of this grievance.

Date: _____

Signature of Employee: _____

Union Representative: _____

Title: _____

Date: _____

Signature of Union Representative: _____

Name of Management Representative: _____

Title: _____

Date: _____

Signature of Management Representative: _____

Date Grievance Presented or Certified Mail #: _____

FOR GROUP GRIEVANCES ONLY- The Grievance Representative named above has been designated to act as spokesperson and be responsible for processing the above grievance. The employees' included in the group for which this grievance is filed are identified as follows (identify the group by reference to the employees' job classification(s), work unit(s), and any other relevant identifying information):

TO ENFORCE CONTRACT TIME LIMITS, DATE STAMP GRIEVANCE FORM UPON RECEIPT.

Original to: _____

Title: _____

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Copy to: _____

Title: _____

Copy to Local S-20 Grievance Chair: _____

Title: _____

COMPLETE THREE COPIES OF THIS FORM. THE EMPLOYEE AND LOCAL S20 UNION REPRESENTATIVE HANDLING THE CASE MUST SIGN EACH COPY.

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APPENDIX C

**REQUEST FOR ARBITRATION
FLORIDA STATE FIRE SERVICE ASSOCIATION
FIRE SERVICE BARGAINING UNIT**

The Florida State Fire Service Association [“FSFSA”], representing employees in the Fire Service bargaining unit, hereby gives notice of its intent to proceed to arbitration with the following grievance:

GRIEVANT’S NAME: _____

Attached is a copy of the grievance as it was submitted at Step(s) 1 and/or 2 of the grievance procedure (for disciplinary grievances), or at Step 3 (for contract language disputes), and a copy of the written decision(s) rendered in response to the grievance.

I hereby authorize the FSFSA and the following representative to proceed to arbitration with my grievance. I also authorize the FSFSA to use, and to provide to the Arbitrator during the arbitration proceedings, copies of any materials relevant to the issues raised in this grievance although such materials may otherwise be exempt or confidential under state or federal public records law.

Representative’s Name

Email address

Phone Number

Fax Number

Grievant’s Signature

Representative’s Signature

FOR GROUP GRIEVANCES ONLY – The FSFSA Grievance Representative named above has been designated to act as spokesperson and be responsible for processing the above grievance to arbitration. The employees included in the group for which this grievance is filed are identified as follows (identify the group by reference to the employees’ job classification(s), work unit(s), and any other relevant identifying information):

Date Submitted to Arbitration Coordinator,
Department of Management Services: _____

**ARTICLE 25
WAGES**

SECTIONS 1 – 3 Status Quo (except for Yearly Provision Date)

SECTION 4 – Performance Pay

In accordance with the authority provided in the Fiscal Year 2021-2022 General Appropriations Act, contingent on the availability of funds and at the Agency Head's discretion, each agency shall authorize performance pay increases, which shall be outlined within the performance evaluation achievable goals, based on the employee's exemplary performance, as evidenced by a performance evaluation conducted pursuant to Rule 60L-35 Florida Administrative Code. Requirement of employees to obtain and job offer from outside the agency for review if the agency wishes to retain and offer pay increase shall be prohibited.

SECTION 5 – Comprehensive Area Differential

A Comprehensive Area Differential pay review shall be provided for each represented bargaining unit position within the Florida State Fire Service Association. Review shall be conducted and to adjust pay within these positions to bring them in line with current costs of living and equitable wage provisions for same job which have increased causing hiring and retention of staff within the assigned positions. Review results shall be provided for review to the Florida State Fire Service Association.

SECTION 6 – Amendment 2 Maintain Pay Scale and Seniority

Amendment 2 adjustments provided by voter approval shall be applied to those positions within the Florida State Fire Service Association in tandem when provided each provisional year to maintain proper separation of pay scales and seniority for those positions which are already employed and hold pay in excess of that provision to be reached.

For the State

For the FSFSA

Michael Mattimore
State's Chief Labor Negotiator

Michael Brennan
President and Chief Negotiator

Date

Date

2020/2021 WAGE & BENEFIT SURVEY

| Local Name and Number | Employer Name | Type of Government | Population (est) | EMS service provided | Number of employees in Bargaining Unit | Pension type | Scheduled Workweek for Shift personnel (hours) | Have any members filed claims under cancer coverage law | If yes, did the local union assist | Position | Starting Pay | Top Pay | Incentives |
|-----------------------------------|---------------------------------------|--------------------|------------------|----------------------|--|--|--|---|------------------------------------|---|--|---|---|
| Alachua County Local 3852 | Alachua County Fire Rescue | County | 247,336 | ALS with transport | 245 | FRS | 56 | No | | Firefighter \$35,000.00 Firefighter/EMT \$40,000.00 EMT \$33,000.00 Firefighter/Paramedic \$47,500.00 Paramedic \$42,000.00 Driver/Engineer \$44,000.00 Lieutenant \$55,000.00 Captain \$62,500.00 Battalion/Deputy Chief \$79,500.00 Training Officer \$62,500.00 Fire Inspector \$38,000.00 | | | Paramedic: \$7,500 if PM passes clearance process Driver/Operator: \$0.75/hr Rescue Driver Special Ops TRT: \$0.06/hr for Tech Rescue Ops cert, \$0.06/hr for Tech Rescue Technician cert, \$0.30/hr for Tech Rescue cert & assigned to Quint 23 or Squad 23. Bilingual: \$0.08/hr for passing proficiency exam Education Incentives: \$0.09/hr for A.A./A.S. Degree, \$0.18/hr for B.A./B.S. Degree Other: Chaplain - \$0.30/hr, Assistant Chaplain - \$0.15/hr |
| Citrus County Local 4562 | Citrus County BOCC | County | 145,500 | ALS non-transport | 77 | FRS | Other | No | | Firefighter/EMT \$12.28 Firefighter/Paramedic \$14.78 Driver/Engineer \$14.43 Lieutenant \$16.82 Captain \$19.45 Fire Inspector \$17.34 | \$18.52 \$21.02 \$21.91 \$25.52 \$29.48 \$26.13 | Paramedic: \$2.50/hr Special Ops TRT: \$0.45/hr HAZMAT: \$0.45/hr Other: Step Plan - 2% per step | |
| Dunedin Local 2327 | City of Dunedin | City | 40 | ALS non-transport | 45 | Chapter 175 | 56 | Yes | Yes | Firefighter/EMT \$42,000.00 Firefighter/Paramedic \$49,000.00 Lieutenant \$57,000.00 | \$62,000.00 \$73,000.00 \$80,000.00 | Driver/Operator: \$1,100/yr Education: \$40 for A.A./A.S. and \$50.00 for B.A./B.S. plus state monies | |
| Gainesville Local 2157 | City of Gainesville Fire Rescue | City | 180,000 | ALS non-transport | 185 | Chapter 175 | 52 | Yes | Yes | Firefighter/EMT \$42,653.00 Firefighter/Paramedic \$46,918.00 Driver/Engineer \$49,446.00 Lieutenant \$56,231.00 Captain \$62,337.00 Training Officer \$62,337.00 Fire Inspector \$56,231.00 Fire Marshal \$62,337.00 | \$65,220.00 \$71,742.00 \$76,836.00 \$86,940.00 \$98,700.00 \$98,700.00 \$86,940.00 \$98,700.00 | Paramedic 10% Special Ops TRT: 1.5% HAZMAT: 2.5% | |
| Hernando County Local 3760 | Hernando County Fire Rescue | County | 186,553 | ALS with transport | 240 | FRS | 52 | No | | Firefighter/EMT \$37,650.00 Firefighter/Paramedic \$45,658.00 Paramedic \$70,214.00 Driver/Engineer \$54,267.00 Captain \$79,509.00 Battalion/Deputy Chief \$63,823.00 Training Officer \$93,481.00 \$69,477.00 \$101,747.00 \$67,025.00 \$98,159.00 | \$55,153.00 \$45,658.00 \$70,214.00 \$79,509.00 \$93,481.00 \$101,747.00 \$98,159.00 | Special Ops/TRT: \$1,500/yr HAZMAT: \$1,500/yr Other: 6-week k-day, ARFF pay is \$1,500/yr | |
| Hialeah Local 1102 | City of Hialeah | City | 239,000 | ALS with transport | 226 | Other: Defined Contribution, Annuity, etc. | 48 | Yes | Yes | Firefighter/EMT 1844 Firefighter/Paramedic 1844 Driver/Engineer 2380 Lieutenant 2571 Captain 3426 Battalion/Deputy Chief 3657 | 2596 2596 2756 3127 3598 3840 | Longevity Pay: 10 and 20 year steps Paramedic: 8% raise from base Driver/Operator: Promotion HAZMAT: 5% raise from base | |
| Jacksonville Local 122 | Jacksonville Fire & Rescue Department | City | 1,100,000 | ALS with transport | 1,400 | Mixed | 56 | Yes | Yes | Firefighter/EMT \$42,492.00 Firefighter/Paramedic \$46,692.00 Driver/Engineer \$51,888.00 Lieutenant \$73,740.00 Captain \$84,768.00 Battalion/Deputy Chief \$114,756.00 | \$63,528.00 \$67,728.00 \$70,752.00 \$81,408.00 \$93,612.00 \$114,756.00 | Paramedic: \$515/mo Special Ops/TRT: \$110/mo HAZMAT: \$110/mo Certification: Rescue or FO 1 \$50/mo, Rescue or FO 2 \$100/mo, Rescue or FO 3 \$150/mo Education: Completed 30 hours towards an A.A. or A.S., Associates Degree, Bachelors Degree (\$100, \$210, \$310 respectively) Other: EMT in Rescue Div - \$50/mo, Paramedic in Rescue Div - \$150/mo, Assigned to EOC - \$100/mo, State Certified Municipal Fire Inspector - \$110/mo | |

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|-----------------------------------|-----------------------|--------------------|------------------|---|--|--------------|--|---|------------------------------------|--|---|--|--|
| Kissimmee Local 4208 | City of Kissimmee | City | 73,597 | ALS with transport | 100 | Chapter 175 | 56 | No | | Firefighter/EMT Firefighter/Paramedic Driver/Engineer Lieutenant Training Officer | \$42,501.00 \$51,501.00 \$53,166.00 \$67,770.00 \$67,770.00 | \$66,216.00 \$75,216.00 \$82,831.00 \$100,562.00 \$100,562.00 | Longevity: 10-14 years - \$300, 15-19 years - \$400, 20-24 - \$500, 25 or more - \$600 Paramedic: \$9,000/yr Special Ops TRT: \$500/yr HAZMAT: \$500/yr Certification: CPR Instructor - \$300/yr, ACLS Instructor - \$500/yr, Paramedic Training Officer - \$2.08/hr, Paramedic Preceptor - \$1.25/hr, SCBA Service Technician - \$500/yr, Live Fire Instructor - \$750/yr, Fire Inspector Certificate - \$500/yr, Fire Instructor Certificate - \$500/yr Other: Lieutenants assigned to Administration - \$2.60/hr |
| Marathon Local 4396 | City of Marathon | City | 8,877 | ALS with transport | 31 | Chapter 175 | 48 | No | | Firefighter/Paramedic Driver/Engineer Lieutenant Captain | \$44,977.00 \$47,274.00 \$51,192.00 \$54,288.00 | \$64,013.00 \$67,281.00 \$72,858.00 \$77,263.00 | Longevity: 5% at 5 and 10 years Certification: 1.5% for Airport Rescue Firefighting, State Fire Inspector, State Apparatus Pump Operator, Aerial/Pump Operator (dept approved), Fire Officer I, Fire Officer 2, CCEMT-P (dept approved). 1% for Fire Instructor, Live Fire Instructor. 0.5% for AHA BLS Instructor, AHA ACLS Instructor, and AHA PALS Instructor. Education: AA/AS Degree (N/A with BS Degree) - 1.5%, BS Degree (to exclude AA/AS Degree) - 3.0% Other: Living within city limits of Marathon or KCB - 1.5% |
| Nassau County Local 3101 | Nassau County BOCC | County | 80,000 | ALS with transport | 110 | FRS | 56 | No | | Firefighter/EMT Firefighter/Paramedic Paramedic Driver/Engineer Lieutenant Battalion/Deputy Chief Fire Inspector | \$12.25 \$13.29 \$12.09 \$14.83 \$16.47 \$18.32 \$21.14 | \$20.08 \$21.35 \$19.85 \$23.59 \$26.29 \$29.32 \$34.65 | Longevity: \$0.25/hr for every 5 years Paramedic: 1.1 HAZMAT: \$0.25/hr Education: \$0.44/hr for two year degree, \$0.68/hr for four year |
| Ocoee Local 3623 | Ocoee Fire Department | City | 50,000 | ALS with transport | 45 | Chapter 175 | 56 | No | | Firefighter/EMT Firefighter/Paramedic | \$36,900.00 \$42,900.00 | | Paramedic: \$7,250/yr Driver/Operator: 5% Promotion Bilingual: \$500/yr |
| Osceola Local 3284 | Osceola County Fire | County | 270,000 | ALS with transport | 346 | FRS | 48 | Yes | Yes | Firefighter/EMT Firefighter/Paramedic Driver/Engineer Lieutenant Captain Battalion/Deputy Chief Training Officer | \$39,561.60 \$39,561.60 \$49,920.00 \$56,110.08 \$61,726.08 \$68,565.12 \$61,726.08 | \$64,022.40 \$64,022.40 \$80,770.56 \$90,804.48 \$99,914.88 \$110,972.16 \$99,914.88 | Paramedic: \$9,125 Special Ops TRT: \$1.00/hr HAZMAT: \$1.00/hr Certification: EMT - \$500/yr, ROG Engineer - \$300/yr, ROG Lieutenant - \$600/yr, ROG BC - \$900/yr, Fire Instructor - \$300/yr, CPR Instructor - \$200/yr, ACLS Instructor - \$300/yr Other: BMI less than 25% males & 29% females receive \$20/per pay period, SCBA Tech - \$36/hr when utilized, PEER Fitness Trainers - \$36/hr when utilized |
| Pensacola Local 707 | City of Pensacola | City | 55,000 | First Responder (No Paramedics or EMTs) | 120 | Chapter 175 | 56 | No | | Firefighter Lieutenant Captain | \$32,500.00 \$43,000.00 \$53,000.00 | | Education: Max of \$130/mo |
| Pinellas County Local 4966 | City of Gulfport | City | 12,300 | ALS non-transport | 9 | Chapter 175 | 56 | No | | Firefighter/EMT Firefighter/Paramedic Fire Inspector | \$44,270.00 \$49,348.00 \$22,405.00 | \$71,044.00 \$79,188.00 \$35,955.00 | Paramedic: County cleared - \$50/mo Driver/Operator: State certified pump operator \$75/mo Certification: FO1, FO2, State pump operator - \$75/mo each. Fire Service Instructor 1, Fire Inspector, Arson Investigator - \$50/mo each. Education: AA Degree - \$55/mo, Bachelors Degree - \$110/mo |

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|-----------------------------------|---|--------------------|------------------|----------------------|--|--------------|--|---|------------------------------------|---|--|---|---|
| Pinellas County Local 4966 | City of Largo Fire Department | City | 70,000 | ALS non-transport | 132 | Chapter 175 | 56 | Yes | Yes | Firefighter/EMT Firefighter/Paramedic Lieutenant | \$43,605.00 \$50,100.00 \$68,048.00 | \$66,070.00 \$76,020.00 \$80,609.00 | Paramedic: Lieutenants that are Sate certified Paramedics will receive \$75/check Driver/Operator: City budgets \$78,840/yr on 10/30. City calculates the number of shifts each person served as a Driver/Operator and a pro-rata share of the Driver/Operator pay will be paid to each person. Special Ops TRT: \$45/check HAZMAT: \$45/check Other: \$45/check for: SCBA technicians, Bunker Gear maintenance technicians, and TAC team |
| Pinellas County Local 4966 | Madeira Beach Fire Department | City | 4,200 | ALS non-transport | 12 | FRS | 56 | No | | Firefighter/Paramedic Driver/Engineer Lieutenant Fire Inspector | \$46,120.00 \$48,801.00 \$54,713.00 \$56,355.00 | \$67,729.00 \$71,733.00 \$75,735.00 \$75,737.00 | Driver/Operator: seat pay \$0.50/hr Other: Fitness Trainer - \$25/mo, Operations Officer, Training Officer, and EMS Officer - \$75/pay period |
| Pinellas County Local 4966 | City of St. Pete Beach Fire Department | City | 9,600 | ALS non-transport | 30 | Chapter 175 | 56 | No | | Firefighter/EMT Firefighter/Paramedic Lieutenant Fire Inspector | \$41,609.00 \$46,935.00 \$56,625.00 \$41,609.00 | \$60,458.00 \$68,197.00 \$75,914.00 \$62,205.00 | Driver/Operator: Seat pay \$0.50/hr Certification: FO I \$0.125/hr Other: SCBA Tech \$0.125/hr |
| Pinellas County Local 4966 | City of Tarpon Springs | City | 25,000 | ALS non-transport | 33 | Chapter 175 | 56 | No | | Firefighter/EMT Firefighter/Paramedic Driver/Engineer Lieutenant | \$39,153.00 \$47,812.00 \$50,203.00 \$60,522.00 | \$61,545.00 \$75,157.00 \$78,914.00 \$81,336.00 | Certification: \$40/mo for FO I, CPR Instructor and Fire Inspector Other: EMS report review/supplies provisioner - \$50/mo, Field Training Officer assignment - 5% hourly base rate while working in this capacity. |
| Pinellas County Local 4966 | City of Treasure Island Fire Department | City | 6,700 | ALS non-transport | 12 | FRS | 52 | No | | Firefighter/EMT Firefighter/Paramedic Lieutenant Fire Inspector | \$40,574.00 \$45,283.00 \$53,966.00 \$43,492.00 | \$57,849.00 \$66,349.00 \$73,842.00 \$61,470.00 | Other: Acting Lieutenant - \$0.65/hr |
| Seminole County Local 3254 | Seminole County Fire Department | County | 470,000 | ALS with transport | 385 | FRS | 56 | No | | Firefighter/EMT Lieutenant | \$41,250.00 \$53,153.00 | \$72,132.00 \$85,831.00 | Paramedic: \$2.75/hr Special Ops/TRT: Up to \$2.00/hr HAZMAT: Up to \$2.00/hr Other: Tanker - up to \$0.75/hr |
| St. Cloud Local 4153 | City of St Cloud | City | 55,000 | ALS with transport | 69 | Chapter 175 | 56 | No | | Firefighter/EMT Firefighter/Paramedic Driver/Engineer Lieutenant | \$15.03 \$15.03 \$17.12 \$18.92 | \$21.49 \$21.49 \$24.48 \$27.03 | Paramedic: \$9,000 Driver/Engineer: ROG - \$10/biwk Education: State education for degrees Other: \$30/biwk for Trainer, \$20/biwk for Peer Fitness and Live Fire Instructor |
| St. Petersburg Local 747 | Lealman Special Fire Control District | District | 25,000 | ALS non-transport | 48 | FRS | 52 | No | | Firefighter/EMT Firefighter/Paramedic Lieutenant | \$42,578.00 \$47,211.00 \$63,256.00 | \$64,533.00 \$72,200.00 \$78,320.00 | Longevity: After 12 years - \$3,500/yr Driver/Operator: \$1.50/hr Certification: FO1, Fire Instructor, Fire Inspector, and Car Seat Technician - \$25.38/pay Education: State stipends: Associates - \$50/mo and Bachelors \$110/mo Other: Acting pay - \$1.75/hr |
| St. Petersburg Local 747 | City of St. Petersburg | City | 260,000 | ALS non-transport | 345 | Chapter 175 | 48 | Yes | Yes | Firefighter/EMT Firefighter/Paramedic Lieutenant Captain Battalion/Deputy Chief | \$43,874.00 \$56,529.00 \$71,466.00 \$99,461.00 \$114,887.00 | \$69,974.00 \$82,570.00 \$86,699.00 \$102,417.00 \$118,332.00 | Paramedic: Non-classified - \$75/pay period and \$2.50/hr when the only medic on a unit Driver/Operator: \$1.25/hr Special Ops/TRT: \$0.60/hr HAZMAT: \$0.60/hr Education: State stipends: \$50/mo for Associates and \$110/mo for Bachelors Other: Acting Officer - \$1.50/hr, HQ pay - \$200/pay, Lieutenant of Rescue - \$150/pay, peak unit assignment - \$150/pay |
| St. Petersburg Local 747 | City of South Pasadena | City | 5,000 | ALS non-transport | 18 | Chapter 175 | 56 | No | | Firefighter/EMT Firefighter/Paramedic Lieutenant | \$50,936.00 \$53,777.00 \$75,126.00 | \$67,728.00 \$75,092.00 \$8,411.00 | Certification: State Inspector - \$35/pay Education: State stipends: \$50/mo for Associates and \$110/mo for Bachelors Other: Lieutenants with State Inspector \$2,438/yr added to base |

| Local Name and Number | Employer Name | Type of Government | Population (est) | EMS service provided | Number of employees in Bargaining Unit | Pension type | Scheduled Workweek for Shift personnel (hours) | Have any members filed claims under cancer coverage law | If yes, did the local union assist | Position | Starting Pay | Top Pay | Incentives |
|------------------------------|---------------------------------|--------------------|------------------|----------------------|--|--------------|--|---|------------------------------------|---|---|---|--|
| Southwest Florida Local 1826 | Alva Fire Control District | District | 2,596 | BLS | 6 | FRS | 56 | No | | Firefighter/EMT | \$34,890.96 | | Paramedic: \$0.17/hr Driver/Operator: \$1.00/hr Special Ops TRT: \$0.17/hr Certification: \$0.17/hr Education: 0.17/hr |
| Southwest Florida Local 1826 | Bayshore Fire Department | District | | ALS non-transport | 9 | FRS | 56 | No | | Firefighter/EMT Driver/Engineer Captain | \$40,094.00 \$53,443.00 \$65,581.00 | | Longevity: 10-15 years 1%, 15-20 years 1.5%, 20+ years 1.75% Paramedic: \$0.44/hr Driver/Operator: \$0.30/hr Certification: \$0.30/hr for EVOC Instructor, AHA CPR Instructor, Fire Instructor I, II, III, Fire Officer II, Fire Inspector II, Investigator 1, ST/TF Leader, and Live Fire Instructor Education: \$0.65/hr for AS Degree and \$1.27/hr for Bachelors Other: \$0.30/hr for Ride Up Engineer Qualified and \$0.30/hr for Ride Up Captain. |
| Southwest Florida Local 1826 | Captiva Island Fire Control | District | 583 | ALS non-transport | 3 | FRS | Other | No | | Firefighter/EMT Firefighter/Paramedic Driver/Engineer | \$42,607.00 \$52,457.00 \$61,167.86 | \$56,900.33 \$66,750.33 \$75,788.95 | Driver/Operator: Must complete FFP1301 Fire Svc Hydraulics and FFP 1302 Apparatus Operations. Pump Operator Certification: \$500/yr for FOI |
| Southwest Florida Local 1826 | Collier County EMS | County | 384,902 | ALS with transport | 135 | FRS | 56 | No | | EMT Firefighter/Paramedic Paramedic | \$12.04 \$16.99 \$14.71 | \$19.00 \$28.73 \$25.55 | Special Ops TRT: 2.0%/hr Other: 3.5%/hr for Field Training Officer, 2.0% for Tactical, Medflight, and Search & Rescue |
| Southwest Florida Local 1826 | Estero Fire Rescue | District | 35,000 | ALS non-transport | 52 | Chapter 175 | 56 | No | | Firefighter/EMT Firefighter/Paramedic Driver/Engineer Lieutenant Fire Inspector | \$17.50 \$21.10 \$27.67 \$42.82 \$32.27 | \$26.37 \$29.84 \$33.33 \$48.20 \$42.49 | Longevity: 5-9 yr 1.5%, 10-14 yr 3.5%, 15 yr 5.5%, 16-23 yr .5% each yr Driver/Operator: Acting Engineer \$2,000/yr Other: Boat Operator \$1,000/yr, Acting Lieutenant \$4,000/yr |
| Southwest Florida Local 1826 | City of Fort Myers | City | 59,062 | ALS non-transport | 3 | Chapter 175 | 48 | No | | Battalion/Deputy Chief | \$86,087.04 | \$105,880.32 | Longevity: 5-9 years 1.5%/yr, 10-14 years 2%/yr, 15-19 years 2.5%/yr, 20-24 years 3%/yr, 25 years & up 3.5%/yr Paramedic: Paramedic 1 - \$1.25/hr, Paramedic II \$4.00/hr Special Ops TRT: Team Coordinator - \$100/biwk, Deputy Team Coordinator - \$95/biwk, Shift Leader - \$85/biwk, Logistics Coordinator - \$85/biwk, Team Members - \$60/biwk HAZMAT: HAZMAT Medic - \$25/biwk Certification: \$25/biwk for FO I, II, III, IV, Fire Instructor I, II, or III, Fire Safety Inspector I, II, Fire Investigator I or II, Fire & Life Safety Educator, Incident Safety Officer, Strike Team Leader, Chief Fire Officer Education: AS Degree State Incentive \$50/mo, Department Incentive \$50/mo, BS Degree State Incentive \$110/mo, Department Incentive \$100/mo Other: \$25/biwk for ACLS Instructor, PALS Instructor, and CPR Instructor. \$50/biwk for Field Training Coordinator-Medical and Field Training Coordinator-Fire |
| Southwest Florida Local 1826 | Ft. Myers Beach Fire Department | District | 7,102 | ALS with transport | 47 | FRS | 56 | No | | Firefighter/EMT Driver/Engineer Lieutenant Captain | \$16.00 \$22.00 \$26.00 \$26.00 | | Longevity: 2.5% at completion of 5 years and .5% for each completed year after to a maximum of 12.5% Paramedic: \$3.78/hr and additional \$1.00/hr as lead Driver/Operator: 2nd Class \$0.50/hr Education: AS Degree and Bachelor Degree \$1.00 Other: Acting out of class \$1.50/hr, Rescue Diff \$0.50/hr, Acting out of Diff \$1.00/hr, Medical Precept \$1.50/hr |

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|------------------------------|--|--------------------|------------------|----------------------|--|--------------|--|---|------------------------------------|--|---|---|--|
| Southwest Florida Local 1826 | Ft. Myers Beach Fire Control District | District | 7,102 | ALS with transport | 2 | FRS | 56 | No | | Battalion/Deputy Chief | \$32.00 | \$55.90 | Longevity: 2.5% base pay upon completion of 5 years, additional .5% each year after to max of 12.5% Paramedic: \$2.78/hr |
| Southwest Florida Local 1826 | Ft. Myers Shores Fire Protection & Rescue Service District | District | 5,487 | BLS | 16 | FRS | 56 | No | | Firefighter Driver/Engineer Captain | \$15.10 \$17.75 \$20.22 | \$16.90 \$18.81 \$21.43 | Paramedic: National Registry \$1.50/hr, Credentialed Medic additional \$1.00/hr, if ALS non-transport additional \$0.50/hr Special Ops TRT: USAR \$0.65/hr also if deployed will pay their normal shift pay and off duty days for hours actually worked while deployed, Special Ops Coordinator \$0.35/hr HAZMAT: Operations Level (NFPA) \$0.35/hr Certification: \$0.15/hr for FO II, Fire Safety Inspector II, Instructor I, Car Instructor, PADI Cert Skin Dive Rescue, Peer Fitness Instructor (IAFF/IAFC), EVOC Instructor. \$0.35/hr for Rope Rescue Tech and Confined Space Rescue Tech (NFPA) Other: \$0.35/hr for Health & Safety Officer, Target Solutions Coordinator, and Volunteer Program Coordinator. \$0.50/hr for Certified EMT, |
| Southwest Florida Local 1826 | Hendry County EMS | County | 41,144 | ALS with transport | 14 | FRS | 56 | No | | EMT Paramedic | \$30,110.08 \$37,506.56 | \$48,310.08 \$60,191.04 | Other: Working out of class \$0.50/hr above hourly rate for all hours worked after 30 days in higher classification. Field Training Officer \$0.50/hr for all hours worked in classification. |
| Southwest Florida Local 1826 | Iona McGregor Fire District | District | 76,000 | ALS non-transport | 72 | FRS | 56 | No | | Firefighter/EMT Driver/Engineer Lieutenant | \$18.42 \$26.37 \$30.33 | \$25.03 \$29.00 \$32.98 | Longevity: 5th year \$0.25/hr, 10th \$0.50/hr, 15th \$0.75/hr, 20th \$0.75/hr, 25th \$0.75/hr, 29th \$0.50/hr Paramedic: \$3.65/hr |
| Southwest Florida Local 1826 | Iona McGregor Fire District | District | 76,000 | ALS non-transport | 3 | FRS | 56 | No | | Battalion/Deputy Chief | \$36.39 | \$39.72 | Longevity: 5th year \$0.25/hr, 10th \$0.75/hr, 15th \$1.50/hr, 20th \$2.25/hr, 24th \$3.00/hr, 29th \$3.50/hr Paramedic: \$3.65/hr |
| Southwest Florida Local 1826 | Lee County EMS | County | 754,610 | ALS with transport | 254 | FRS | 56 | No | | EMT Paramedic | \$40,015.04 \$48,018.05 | \$64,904.32 \$71,701.76 | Education: 2% for AS, 4% for BS Other: Field Training Officer 10%, Flight Medic 5%, 12-hr employee 5% adder |
| Southwest Florida Local 1826 | Lee County Port Authority | County | | BLS | 37 | FRS | 56 | No | | Firefighter Driver/Engineer Lieutenant | \$44,534.89 \$55,863.33 \$66,719.19 | \$55,318.56 \$66,111.46 \$94,378.25 | Paramedic: \$0.30/hr Certification: \$0.30/hr for CPR Instructor, Fire Inspector, & Apparatus & Pump Operator. \$0.45 for FOI, and \$0.25/hr for ICS Instructor Education: \$50/mo for AS in Fire Science, \$110/mo for Bachelors Other: EMT \$1.00/hr |
| Southwest Florida Local 1826 | Lehigh Acres Fire Control & Rescue District | District | 112,279 | ALS with transport | 102 | Chapter 175 | Other | No | | Firefighter/EMT Driver/Engineer Lieutenant Training Officer | \$17.17 \$19.42 \$23.73 \$24.14 | \$19.91 \$23.36 \$27.65 \$28.08 | Longevity: 5 years \$0.245/hr, 10 years \$0.491/hr, 15 years \$0.736/hr, 20 years \$0.982/hr, 25 years, \$1.472/hr Paramedic: \$4.718/hr Certification: Any employee maintaining 5 of any certifications listed below \$0.490/hr: State BSFT FO I, II, III, BFST Fire Safety Inspector I, II, BFST Fire Instructor I, II, III, BFST Safety Officer, BFST Health & Safety Officer, BFST Incident Safety Officer, BFST Fire Investigator I, II, BFST Pump Operator, AHA BLS Instructor, AHA ACLS Instructor, AHA PALS Instructor Education: Associates or Bachelors Degree in approved field - stipend as approved by State Fire Marshal as long as funds are available through state program. Other: EMT on ALS ambulance \$1.50/hr, Paramedic on ALS ambulance \$1.50/hr for each hour on ambulance, Ride Up Engineer \$1.00/hr, LT \$2.00/hr, BC \$3.00/hr |

| Local Name and Number | Employer Name | Type of Government | Population (est) | EMS service provided | Number of employees in Bargaining Unit | Pension type | Scheduled Workweek for Shift personnel (hours) | Have any members filed claims under cancer coverage law | If yes, did the local union assist | Position | Starting Pay | Top Pay | Incentives |
|------------------------------|---|--------------------|------------------|----------------------|--|---|--|---|------------------------------------|--|---|---|---|
| Southwest Florida Local 1826 | Lehigh Acres Fire Control & Rescue District | District | 112,279 | ALS with transport | 6 | Other Defined Contribution, Annuity, etc. | 56 | No | | Captain Battalion/Deputy Chief | \$84,292.95 \$97,335.64 | \$95,107.95 \$108,150.36 | Longevity: 5 years \$675/yr, 10 years \$1,353.20/yr, 15 years \$2,028.42/yr, 20 years \$2,706.39/yr, 25 years \$4,056.83/yr Paramedic: \$8,000/yr Education: AS or BS in approved field - stipend as provided by State Fire Marshal as long as funds are available Other: State Cert EMT \$3,000/yr |
| Southwest Florida Local 1826 | Matacha/Pine Island Fire Control District | District | 9,000 | BLS | 30 | FRS | 56 | No | | Firefighter/EMT Firefighter/Paramedic Driver/Engineer Captain Fire Inspector | \$43,000.00 \$45,392.00 \$58,327.97 \$72,348.09 \$42,935.20 | \$52,526.21 \$55,448.13 \$58,327.97 \$91,297.99 \$52,447.04 | Certification: CPR/SAED Instructor \$34.50/biwk Education: AS Degree \$57.50/biwk, BS Degree \$115/biwk Other: \$63.25/biwk for FF Instructor I, FOI, Fire Inspector, and Fire Inspector I. \$11.50/biwk for Instructor II and Instructor III. \$28.75 for FO II, and \$86.25/biwk for Fire Inspector II. |
| Southwest Florida Local 1826 | North Fort Myers Fire Control District | District | | BLS | 43 | FRS | 56 | No | | Firefighter/EMT Driver/Engineer Lieutenant | \$14.75 \$22.25 \$26.00 | | Longevity: 10 years \$0.10/hr, 15 years \$0.15/hr, 20 years, \$0.20/hr, 23 years, \$0.23/hr, 25 years \$0.25/hr Paramedic: \$1.00/hr HAZMAT: \$0.60/hr Education: AS Degree \$0.60/hr Other: \$0.60/hr for FOI, Instructor, Pump Operator, Fire Inspector, FOII, and Rope Rescue |
| Southwest Florida Local 1826 | San Carlos Park Fire District | District | | ALS non-transport | 47 | Chapter 175 | 56 | No | | Firefighter/EMT Lieutenant Fire Inspector | \$45,053.00 \$76,467.00 \$65,468.00 | \$71,076.00 \$84,488.00 \$76,467.00 | Paramedic: \$155/biwk Non-Privileged, \$505/biwk Privileged Driver/Operator: \$1.00/hr assigned to position, \$1.50/hr Engineer assigned to LT Certification: CPR Instructor \$150/class taught Education: Fire Science AS Degree \$50.00/biwk, BS Degree \$80.00/biwk, Instructor I \$20.00/biwk, Instructor II \$50.00/biwk, smoke diver/survival techniques & rescue \$10.00/biwk, Fire & Life Safety Educator \$10.00/biwk, and FOI \$20.00/biwk |
| Southwest Florida Local 1826 | San Carlos Park Fire District | District | 17,778 | ALS non-transport | 2 | Mixed | 56 | No | | Battalion/Deputy Chief | \$89,410.00 | \$96,209.00 | Longevity: 2% after second year and .5% thereafter to maximum of 15% Paramedic: \$125.00/biwk for 12 months and must become credentialed. Credentialed Step 1 \$230.00/biwk, Step 2 \$307.00/biwk, Step 3 \$384.00/biwk. After Step 3 an additional \$225.00/biwk to use for classes to maintain Step 3. Certification: Instructor I \$20.00/biwk or Instructor II \$50.00/biwk, CPR Instructor \$150.00/class taught, Incident Safety Officer \$10.00/biwk, Health & Safety Officer \$15.00/biwk or State Incident Officer \$30.00/biwk, Smoke Diver/Survival Techniques \$10.00/biwk. Education: AS Fire Science \$50.00/biwk or BS Fire Science \$80.00/biwk Other: Privileged EMT \$95.00/biwk |
| Southwest Florida Local 1826 | Sanibel Fire Rescue District | District | 6,464 | ALS non-transport | 20 | FRS | 56 | No | | Firefighter/EMT Firefighter/Paramedic Driver/Engineer Lieutenant Captain | \$17.33 \$20.22 \$21.95 \$26.56 \$30.03 | \$20.79 \$23.68 \$28.30 \$28.88 \$32.34 | Longevity: 61-120 mo 1% base pay, 121-180 mo 2% base pay, 181-240 mo 3% base pay, 241-300 mo 4% base pay, 301 or more months 5% base pay HAZMAT: HAZMAT Tech \$0.30/hr Certification: FO I, II, III, IV, Acting Officer, Fire Safety Inspector I, II, Fire Service Instructor I, II, III, Fire Investigator I, II, CPR Instructor, CERT Instructor, Boat Operator, Rescue Swimmer, Rescue Tech each \$0.30/hr with maximum of \$1.80/hr Education: AS and BS Degree \$0.30/hr |

| Local Name and Number | Employer Name | Type of Government | Population (est) | EMS service provided | Number of employees in Bargaining Unit | Pension type | Scheduled Workweek for Shift personnel (hours) | Have any members filed claims under cancer coverage law | If yes, did the local union assist | Position | Starting Pay | Top Pay | Incentives |
|------------------------------|-------------------------------------|--------------------|------------------|----------------------|--|--------------|--|---|------------------------------------|---|--|--|---|
| Southwest Florida Local 1826 | South Trail Fire and Rescue | District | 62,000 | ALS non-transport | 67 | FRS | 56 | No | | Firefighter/EMT Driver/Engineer Captain Fire Inspector | \$57,078.00 \$67,099.00 \$77,414.00 \$56,746.00 | \$64,511.00 \$74,826.00 \$85,175.00 \$63,716.00 | Paramedic: Rescue - Certified \$2.73, Privileged \$4.55 Certification: ADV Rescue Tech, ADV Pump tech, BLS Instructor, Fire Officer I,II,III,IV, Fire Inspector I,II, Fire Prevention Specialist I,II, Arson Investigator I,II, State Instructor I,II,III, Fire Apparatus Tech, Peer Fitness, State Cert Health & Safety Officer, State Certified Incident Officer, Nation Fire Academy, Nat'l Child Safety Passenger Safety Education: AS Degree \$0.35/hr, Bachelors \$0.72/hr, Master \$1.06/hr, Doctorate \$1.42/hr, EMS Coordinator \$0.66/hr |
| Southwest Florida Local 1826 | Tice Fire & Rescue District | District | 5,500 | BLS | 19 | FRS | 56 | No | | Firefighter Firefighter/EMT Driver/Engineer Captain | \$13.15 \$14.15 \$19.46 \$24.45 | | Longevity: .5% for each year in excess of 10 years HAZMAT: \$1,300 Certification: Instructor I, II, III \$700.00, CPR Instructor \$700.00, Pump Operator, Arson Investigator \$1,300.00, Fire Inspector \$1,900.00, Fire Officer I \$2,400.00, Fire Officer II \$2,200.00, Fire Inspector II, Fire Investigator II \$1,300.00 |
| Suncoast Local 2546 | Bradenton Fire Rescue | City | 55,000 | BLS | 68 | Chapter 175 | 56 | No | | Firefighter/EMT Driver/Engineer Lieutenant Captain Battalion/Deputy Chief Training Officer Fire Inspector Fire Marshal | \$44,397.81 \$70,759.13 \$82,552.06 \$90,876.59 \$99,643.44 \$93,270.73 \$43,010.86 \$88,928.80 | \$81,332.31 \$76,202.58 \$88,902.17 \$97,866.98 \$107,308.44 \$100,445.28 \$71,719.44 \$96,846.25 | Special Ops/TRT: \$50/biwk |
| Suncoast Local 2546 | Cedar Hammock Fire Rescue | District | | BLS | 47 | FRS | 56 | No | | Firefighter/EMT Lieutenant Captain Fire Inspector | \$47,657.00 \$83,170.00 \$89,900.00 \$83,170.00 | \$75,000.00 \$89,000.00 \$96,000.00 \$89,000.00 | Longevity: 0.5 Special Ops TRT: \$1,000 Education: \$600 |
| Suncoast Local 2546 | Charlotte County Fire & EMS | County | 180,000 | ALS with transport | 250 | FRS | 56 | No | | Firefighter/EMT Firefighter/Paramedic Paramedic (single cert) Lieutenant Captain Battalion/Deputy Chief | \$47,385.64 \$54,879.80 \$47,385.64 \$64,131.44 \$67,341.50 \$77,494.92 | \$76,765.40 \$88,901.96 \$76,765.40 \$103,890.28 \$109,093.23 \$125,543.76 | Longevity: frozen but 5-9 - \$28/biwk; 10-14 - \$58/biwk; 15-19 - \$87/biwk; 20+ - \$116/biwk Special Ops: up to \$2/hr HAZMAT: up to \$2/hr Education: 2% for state certs not required for job Other: ARFF-up to \$1.50/hr; Marine Ops-up to \$1.50/hr |
| Suncoast Local 2546 | Englewood Area FCD | District | 40,000 | BLS | 56 | Chapter 175 | 56 | No | | Firefighter/EMT Lieutenant Captain Battalion/Deputy Chief Training Officer | \$40,653.50 \$72,325.44 \$79,874.79 \$82,391.22 \$79,874.79 | \$67,839.07 \$77,358.33 \$79,874.79 \$90,010.87 \$79,874.79 | Longevity: \$824 - \$2,369 Paramedic: \$375 Education: \$375 Other: Stipend \$1,412 - \$1,764 |
| Suncoast Local 2546 | Town of Longboat Key | City | 10,000 | ALS with transport | 30 | FRS | 56 | Yes | Yes | Firefighter/Paramedic Lieutenant Battalion/Deputy Chief | \$47,309.00 \$66,701.00 \$84,000.00 | \$70,992.00 \$84,102.00 \$110,000.00 | Paramedic: \$3,000 Driver/Operator: \$520 Certification: Six pack Captains License - \$1,800 Other: QA/QI Committee - \$1,500, Inspector - \$1,800 |
| Suncoast Local 2546 | City of North Port Fire Rescue | City | 65,000 | ALS with transport | 112 | Mixed | 56 | No | | Firefighter/EMT Firefighter/Paramedic Driver/Engineer Lieutenant Battalion/Deputy Chief | \$45,215.00 \$55,130.00 \$62,232.00 \$75,669.00 \$87,596.00 | \$69,239.00 \$84,421.00 \$72,041.00 \$97,478.00 \$106,194.00 | Special Ops/TRT: \$2,400 |
| Suncoast Local 2546 | North River Fire District | District | 80,000 | BLS | 53 | Chapter 175 | 52 | No | | Firefighter/EMT Driver/Engineer Lieutenant Battalion/Deputy Chief Training Officer Fire Inspector | \$16.48 \$24.09 \$26.20 \$30.93 \$34.06 \$28.36 | \$23.47 \$25.55 \$29.46 \$35.01 \$38.30 \$33.69 | Longevity: 2.5% after 10 yrs and .5% every year after with a max of \$6,000 |
| Suncoast Local 2546 | City of Punta Gorda Fire Department | City | 21,000 | ALS non-transport | 24 | Chapter 175 | 56 | No | | Firefighter/EMT Lieutenant Battalion/Deputy Chief | \$43,709.00 \$67,121.00 \$77,896.00 | \$65,578.00 \$86,253.00 \$98,250.00 | Paramedic: \$6,726 Certification: Dive \$0.25/hr, Marine Captain \$0.50/hr, Field Training Officer \$1/hr |

| Local Name and Number | Employer Name | Type of Government | Population (est) | EMS service provided | Number of employees in Bargaining Unit | Pension type | Scheduled Workweek for Shift personnel (hours) | Have any members filed claims under cancer coverage law | If yes, did the local union assist | Position | Starting Pay | Top Pay | Incentives |
|----------------------------------|---------------------------------|--------------------|------------------|----------------------|--|--------------|--|---|------------------------------------|--|--|--|--|
| Suncoast Local 2546 | Sarasota County Fire Department | County | 433,742 | ALS with transport | 533 | FRS | 48 | Yes | Yes | Firefighter/EMT Firefighter/Paramedic Paramedic (single cert) Lieutenant Captain Battalion/Deputy Chief Training Officer | \$43,006.00 \$51,756.00 \$35,422.00 \$79,173.00 \$84,389.00 \$90,375.00 \$84,406.00 | \$70,312.00 \$79,062.00 \$59,862.00 \$84,165.00 \$86,935.00 \$98,242.00 \$86,944.00 | Longevity: 10yrs \$1,500 15yrs \$2,500 20 yrs \$3,000 Paramedic: \$8,750/yr Special Ops/TRT: \$2,620/yr HAZMAT: \$4,742/yr |
| Suncoast Local 2546 | Southern Manatee Fire Rescue | District | 40,000 | ALS non-transport | 87 | Chapter 175 | 52 | Yes | Yes | Firefighter/EMT Firefighter/Paramedic Lieutenant Captain Battalion/Deputy Chief Training Officer Fire Inspector | \$50,586.00 \$53,586.00 \$85,338.00 \$88,192.00 \$101,572.00 \$88,192.00 \$57,283.00 | \$74,733.00 \$77,733.00 \$85,338.00 \$88,192.00 \$101,572.00 \$88,192.00 \$71,988.00 | Longevity: .5% per year Special Ops/TRT: \$600/yr HAZMAT: \$1,800/yr Certification: \$600/yr - Instructor / Incident Safety Officer / Car Seat Tech |
| Suncoast Local 2546 | City of Venice Fire Department | City | 30,000 | BLS | 60 | Mixed | Other | No | | Firefighter/EMT Lieutenant Battalion/Deputy Chief | \$39,000.00 \$79,000.00 \$88,000.00 | \$73,000.00 \$83,000.00 \$95,000.00 | |
| Suncoast Local 2546 | West Manatee Fire and Rescue | District | | ALS non-transport | 34 | Chapter 175 | 56 | No | | Firefighter/EMT Firefighter/Paramedic Lieutenant Captain Fire Inspector | \$15.50 \$17.50 \$24.81 \$27.00 \$32.38 | \$21.42 \$23.42 \$25.53 \$27.79 \$36.43 | Longevity: After 5 yrs of service, 2.5% of base hourly rate (2912 x base hourly rate for shift and 2080 x base hourly rate for staff), additional .3% per year thereafter Special Ops TRT: \$0.21/hr worked Other: Rescue Swimmer II and Boat Operator \$0.21/hr worked, EMS FTO and Fire FTO \$0.42/hr worked |
| Tavares Local 3245 | City of Tavares | City | 16,000 | ALS non-transport | 24 | Chapter 175 | 52 | No | | Firefighter/EMT Firefighter/Paramedic Driver/Engineer Lieutenant Captain Battalion/Deputy Chief Fire Inspector | \$35,826.00 \$42,306.00 \$42,149.00 \$49,585.00 \$58,334.00 \$58,334.00 \$58,334.00 | \$51,949.00 \$58,429.00 \$60,212.00 \$70,836.00 \$83,335.00 \$83,335.00 \$83,335.00 | Paramedic: \$2.50/hr Driver/Operator: \$2.50/hr for riding out of class Education: \$50/mo from the State for A.S./A.A. Degrees in Fire Science or EMS |
| Temple Terrace Local 3582 | City of Temple Terrace | City | 28,000 | ALS with transport | 45 | Chapter 175 | 52 | No | | Firefighter/EMT Firefighter/Paramedic Driver/Engineer Captain | \$42,719.00 \$49,719.00 \$61,083.00 \$70,295.00 | \$67,446.00 \$74,446.00 \$84,045.00 \$95,814.00 | Paramedic: \$7,000/yr Certification: CPR Instructor \$260/yr, \$650/yr for Fire Inspector I, Fire Inspector II, Fire Instructor I, Fire Instructor II/III, Fire Officer I, Fire Officer II, Fire Investigator I, and HAZMAT Tech Cert. USAR Canine (w/Fire Chief Approval) \$5,200/yr. For FF Rank Only: Pump Op & Aerial Op \$1,040/yr Education: Supplemental Compensation - Approved Degree State Sponsored - \$50 Associates; \$110 Bachelors |
| West Palm Beach Local 727 | West Palm Beach | City | 112,000 | ALS with transport | 226 | Chapter 175 | 48 | Yes | Yes | Firefighter/EMT Firefighter/Paramedic Driver/Engineer Lieutenant Captain Battalion/Deputy Chief | \$49,361.00 \$56,765.00 \$72,447.00 \$88,061.00 \$96,424.00 \$119,748.00 | \$76,575.00 \$88,061.00 \$97,088.00 \$105,077.00 \$114,617.00 \$141,282.00 | Paramedic: 15% of base up to \$12,000 Special Ops/TRT: 3% up to \$2,500 HAZMAT: 3% up to \$2,500 |



2019-2020 Performance Plan for MICHAEL BRENNAN

Employee Information

| | | | |
|----------------|----------------------------|-------------------|---------------------------------------|
| First Name | MICHAEL | Agency | AHCA - Agency for Hlth Care Ad (6800) |
| Middle Name | | Organization Code | 683030040000000000000000 |
| Last Name | BRENNAN | Agency Hire Date | 08/12/2011 |
| Position Title | FIRE PROTECTION SPECIALIST | Login ID | 00983908 |

Performance Plan Period

| | |
|---------------|-------------------------|
| Originator | SF ADMIN (SFADMIN) |
| Review Period | 07/01/2019 - 06/30/2020 |
| Due Date | 08/29/2020 |

Performance Expectations

Job Specific

1.1 Maintains current knowledge of applicable statutes and rules for which the bureau is responsible.

3. Participates in 75% of staff meetings/ in-services each review period. Participates in training activities, including AHCA and CMS online courses, as assigned, within one business day, unless another deadline has been provided by the supervisor.

4. In addition to 3, using the current QA tools, the surveyor does a self QA of either one complaint or one deficiency twice a year and submit to their supervisor within 30 days prior to the end of the review period.

5. In addition to 3 & 4 above, the surveyor will assist with one presentation in staff meeting annually. The surveyor must notify their direct supervisor at least five business days prior to the in-service date.

2. Participates in less than 75% of staff meetings/ in-services, or otherwise does not meet the standards outlined in #3.

1. Participates in less than 65%.

| | |
|-------------------------|--|
| Performance Expectation | Employee excels in effective application of regulations of Life Safety Code. |
| Rating | |
| Comments | |

Employee engaged in the following teaching opportunity:

10/09/2019: AHCA Conference taught NFPA 25 (2014)

for Supervisors and Fire
Protection Specialists

11/13/2019: FHEA Training
Lake Mary: taught NFPA 25
(2014) adoptive changes for
Health Care Facility Staff and
Administrators

Employee received the
following AHCA Star Awards:

06/09/2020: Matilda Garcia FPS
Miami

01/10/2020: Aleta Garner FOM
Alachua

09/17/2019: Rob Dickson FOM
Jacksonville

**Performance Expectation
Rating**

5 - Exceptional

Job Specific

1.2 Non-survey activities are completed according to established protocols and reports are completed as required.

3. Requests for overtime and comp time must be requested in advance and approved by the supervisor. Submits all non-survey activity utilizing current protocols 85% of the time. This includes timesheets within one business day of the completion of the pay period, and travel reimbursements at least every other week.
4. Completes the above and responds to communications from the field office within timeframe requested 85% of the time.
5. All of the above plus, submitting travel reimbursements at least weekly.
2. 75-84% of the time submits all non-survey activity utilizing current protocols. This includes timesheets within one business day of the completion of the pay period, and travel reimbursements at least monthly. Travel documents and timesheets consistently need clarification due to inaccuracies.
1. Consistent failure to submit work on time (less than 75% of the time). Consistent failure to notify or communicate with supervisor relating to inability to meet expectations outlined in 3.

| | |
|---|---|
| Performance Expectation Rating Comments | Employee demonstrates a high level of expertise in non-survey activities as it relates to coding time in People First, documenting expenses for reimbursement in the Travel System. He responds timely to phone calls and emails. |
|---|---|

Performance Expectation Rating

5 - Exceptional

Job Specific

1.3 Survey activities are completed according to established protocols and reports are completed as required.

3. Completes all assigned work utilizing current protocols 85% of the time. This includes completion of thorough pre-survey activity, conducting surveys using CMS & AHCA guidelines. Documentation is accurate and complete on work product, including worksheets, pathways, and complaint investigation forms.
 - A. When functioning as a team coordinator, survey reports and supporting documentation are submitted to the field office within five business days of survey exit.
 - B. When functioning as a team member, work assignments are provided to the team coordinator within three business days of exit.
4. As opportunities are available, function as a coach for field survey staff in addition to conducting assigned survey activity. This would include, but not limited to, coaching a new surveyor during an onsite survey, coaching a new employee on how to submit their travel utilizing the electronic Travel System, inputting time in People First or accessing the federal Learning Management System (LMS) or other opportunities which are approved in advance by the supervisor.
5. All of the above plus demonstrates initiative to consistently complete reports that are error free and in advance of deadlines 95% of the time.
2. 75-84% of the time completes all assigned work utilizing current protocols. This includes completion of thorough pre-survey activity, conducting surveys using CMS & AHCA guidelines. Documentation is accurate and complete on work product, including worksheets, pathways, and complaint inspection forms.
 - A. When functioning as a team coordinator, survey reports and supporting documentation are submitted to the field office within five business days of survey exit.
 - B. When functioning as a team member, work assignments are provided to the team coordinator within three

business days of exit.

1. Consistent failure to submit work on time (less than 75% of the time). Consistent failure to notify or communicate with supervisor relating to inability to meet expectations outlined in 3.

| | |
|--|---|
| Performance Expectation Rating Comments | Employee assembles all available facts before making regulatory decisions. His work is error free. He can be relied upon to accomplish the best possible results and he is always prepared for his duties. He often functions as a mentor to new Life Safety inspectors and he travels to perform surveys in other area offices. Surveyor displays strong knowledge of responsibilities. He is always willing to help out in other Area Offices for them to meet their goals. |
|--|---|

Performance Expectation Rating

5 - Exceptional

Overall Manager Comments

| | |
|----------|--|
| Comments | Employee is a strong and reliable Life Safety Surveyor. He is always willing to help out other area offices when their staffing resources are limited. He is encouraged to continue being a positive role model. |
|----------|--|

Second-Level Manager Comments

| | |
|----------|---|
| Comments | Mike has been a most valuable asset to the AHCA team in the Jacksonville Field Office. He is very willing to do whatever task is requested, is flexible with frequent schedule changes and is most pleasant to work with. Thank you very much for your continued contributions! |
|----------|---|

Summary

Overall Rating

5.00 - Outstanding

5.00 - Outstanding

Expectations Acknowledgement

Manager Acknowledgement on
Behalf of Employee

Manager Acknowledgement
Comments

I Acknowledge Receipt of My
Performance Expectations Yes

Date Acknowledged 07/25/2019

Evaluation Acknowledgement

Manager Acknowledgement on
Behalf of Employee

Manager Acknowledgement
Comments

I Acknowledge Receipt of My
Performance Evaluation

Yes

Date Acknowledged

07/22/2020

I must acknowledge this evaluation and thank my Supervisor's, Field Office Staff, and My Field Office Team Mates for the continued support I always receive making my job very easy and always enjoyable.

Employee Acknowledgement
Comments

I must advise that I refuse to acknowledge any future set expectations from the Agency for Health Care Administration Performance Plan Program until such time as the Agency is to acknowledge the program for its set purpose for Performance Evaluation Advances in accordance with the Acknowledged Collective Bargaining Unit Contract with the Florida State Fire Service Association S-20 Article 25 performed in accordance with Florida Administrative Code 60L-35. This is my 6th year in dedicating my work ethic to this Agency obtaining Exemplary Performance scores of 5 with absolutely No acknowledgement or movement from the Agency Leadership to provide any form of Performance Based increase in accordance with our contract and yet watch subordinate Fire Protection Specialists receive pay increases in salary in excess of my own. I will continue to always perform my duties as required but will no longer be subjected to an program that wastes the time of my Supervisor's and Field Office Manager for no reason.



2018-2019 Performance Plan for MICHAEL BRENNAN

Employee Information

| | | | |
|----------------|----------------------------|-------------------|---------------------------------------|
| First Name | MICHAEL | Agency | AHCA - Agency for Hlth Care Ad (6800) |
| Middle Name | | Organization Code | 683030040000000000000000 |
| Last Name | BRENNAN | Agency Hire Date | 08/12/2011 |
| Position Title | FIRE PROTECTION SPECIALIST | Login ID | 00983908 |

Performance Plan Period

| | |
|---------------|-------------------------|
| Originator | SF ADMIN (SFADMIN) |
| Review Period | 07/01/2018 - 06/30/2019 |
| Due Date | 08/29/2019 |

Performance Expectations

Job Specific

1.1 Maintains current knowledge of applicable statutes and rules for which the bureau is responsible.

3. Participates in 75% of staff meetings/ in-services each review period. Participates in training activities, including AHCA and CMS online courses, as assigned, within one business day, unless another deadline has been provided by the supervisor.

4. In addition to 3, using the current QA tools, the surveyor does a self QA of either one complaint or one deficiency twice a year and submit to their supervisor within 30 days prior to the end of the review period.

5. In addition to 3 & 4 above, the surveyor will assist with one presentation in staff meeting annually. The surveyor must notify their direct supervisor at least five business days prior to the in-service date.

2. Participates in less than 75% of staff meetings/ in-services, or otherwise does not meet the standards outlined in #3.

1. Participates in less than 65%.

| | |
|--------------------------------|---|
| Performance Expectation Rating | Employee participated in 6 presentations during the review year. He presented LSC Topics in Gainesville and Orlando. Taught new Etags for new facilities and inspection protocols for the Florida Health Association. |
| Comments | |

Performance Expectation Rating

5 - Exceptional

Job Specific

1.2 Non-survey activities are completed according to established protocols and reports are completed as required.

3. Submits all non-survey activity utilizing current protocols 85% of the time. This includes timesheets within one business day of the completion of the pay period, travel reimbursements at least monthly and overtime requests submitted prior to end of the work week.
4. Completes the above and responds to communications from the field office within timeframe requested 85% of the time.
5. All of the above plus, submitting travel reimbursements within 5 business days after end date of travel, at least weekly.
2. 75-84% of the time submits all non-survey activity utilizing current protocols. This includes timesheets within one business day of the completion of the pay period, and travel reimbursements at least monthly. Travel documents and timesheets consistently need clarification due to inaccuracies.
1. Consistent failure to submit work on time (less than 75% of the time). Consistent failure to notify or communicate with supervisor relating to inability to meet expectations outlined in 3.

| | |
|--------------------------------|--|
| Performance Expectation Rating | Employee completes required documentation timely and accurately. |
| Comments | Responds to phone calls immediately |

Performance Expectation Rating

5 - Exceptional

Job Specific

1.3 Survey activities are completed according to established protocols and reports are completed as required.

3. Completes all assigned work utilizing current protocols 85% of the time. This includes completion of thorough pre-survey activity, conducting surveys using CMS & AHCA guidelines. Documentation is accurate and complete on work product, including worksheets, pathways, and complaint investigation forms.
 - A. When functioning as a team coordinator, survey reports and supporting documentation are submitted to the field office within five business days of survey exit.
 - B. When functioning as a team member, work assignments are provided to the team coordinator within three business days of exit.
4. As opportunities are available, function as a coach for field survey staff in addition to conducting assigned survey activity. This would include, but not limited to, coaching a new surveyor during an onsite survey, coaching a new employee on how to submit their travel utilizing the electronic Travel System, inputting time in People First or accessing the federal Learning Management System (LMS) or other opportunities which are approved in advance by the supervisor.
5. All of the above plus demonstrates initiative to consistently complete reports that are error free and in advance of deadlines 95% of the time.
2. 75-84% of the time completes all assigned work utilizing current protocols. This includes completion of thorough pre-survey activity, conducting surveys using CMS & AHCA guidelines. Documentation is accurate and complete on work product, including worksheets, pathways, and complaint inspection forms.
 - A. When functioning as a team coordinator, survey reports and supporting documentation are submitted to the field office within five business days of survey exit.

B. When functioning as a team member, work assignments are provided to the team coordinator within three business days of exit.

1. Consistent failure to submit work on time (less than 75% of the time). Consistent failure to notify or communicate with supervisor relating to inability to meet expectations outlined in 3.

| | |
|--------------------------------|---|
| Performance Expectation Rating | Employee has conducted exemplary work during the review period. His documentation is submitted timely and rarely needs any editing. |
| Comments | |

Performance Expectation Rating

5 - Exceptional

Overall Manager Comments

| | |
|----------|--|
| Comments | Mr. Brennan has proven over time to be an exemplary employee and it is a pleasure working with him. He brings insight into Life Safety Code concerns and he can be counted on for his opinions. He is always willing to take on varied assignments with travelling to other area offices to assist at a moment's notice. |
|----------|--|

Second-Level Manager Comments

Comments

Summary

Overall Rating

5.00 - Outstanding

5.00 - Outstanding

Expectations Acknowledgement

Manager Acknowledgement on Behalf of Employee

Manager Acknowledgement Comments

| | |
|--|-----|
| I Acknowledge Receipt of My Performance Expectations | Yes |
|--|-----|

| | |
|-------------------|------------|
| Date Acknowledged | 07/11/2018 |
|-------------------|------------|

Evaluation Acknowledgement

Manager Acknowledgement on
Behalf of Employee

Manager Acknowledgement
Comments

I Acknowledge Receipt of My
Performance Evaluation Yes

Date Acknowledged 07/24/2019

Employee Acknowledgement
Comments

It is a pleasure to work for this area office and the wonderful staff and I take my job duties to heart to protect the vulnerable citizen's we are here to protect. I am requesting again for the 6th year in a row given my continued exemplary work performance with this Agency an Performance Pay Increase which has been ignored and refused with no reasoning provided. It is my hope that this ignorance will not continue and proper reward be provided.



2017-2018 Performance Plan for MICHAEL BRENNAN

Employee Information

| | | | |
|----------------|----------------------------|-------------------|---------------------------------------|
| First Name | MICHAEL | Agency | AHCA - Agency for Hlth Care Ad (6800) |
| Middle Name | | Organization Code | 683030040000000000000000 |
| Last Name | BRENNAN | Agency Hire Date | 08/12/2011 |
| Position Title | FIRE PROTECTION SPECIALIST | User ID | 00983908 |

Performance Plan Period

| | |
|---------------|-------------------------|
| Originator | SF ADMIN (SFADMIN) |
| Review Period | 07/01/2017 - 06/30/2018 |
| Due Date | 08/29/2018 |

Performance Expectations

Job Specific

1.1 Maintains current knowledge of applicable statutes and rules for which the bureau is responsible.

3. Participates in 75% of staff meetings/ in-services each review period. Participates in training activities, including AHCA and CMS online courses, as assigned, within one business day, unless another deadline has been provided by the supervisor.

4. In addition to 3, using the current QA tools, the surveyor does a self QA of either one complaint or one deficiency twice a year and submit to their supervisor within 30 days prior to the end of the review period.

5. In addition to 3 & 4 above, the surveyor will assist with one presentation in staff meeting annually. The surveyor must notify their direct supervisor at least five business days prior to the in-service date.

2. Participates in less than 75% of staff meetings/ in-services, or otherwise does not meet the standards outlined in #3.

1. Participates in less than 65%.

| | |
|--------------------------------|--|
| Performance Expectation Rating | Employee has completed required training and completed self QA on completed surveys. He did a presentation on Emergency Management at the Gainesville Field Office and did an outstanding job. |
| Comments | |

Performance Expectation Rating

5 - Exceptional

Job Specific

1.2 Non-survey activities are completed according to established protocols and reports are completed as required.

3. Submits all non-survey activity utilizing current protocols 85% of the time. This includes timesheets within one business day of the completion of the pay period, travel reimbursements at least monthly and overtime requests submitted prior to end of the work week.
4. Completes the above and responds to communications from the field office within timeframe requested 85% of the time.
5. All of the above plus, submitting travel reimbursements within 5 business days after end date of travel, at least weekly.
2. 75-84% of the time submits all non-survey activity utilizing current protocols. This includes timesheets within one business day of the completion of the pay period, and travel reimbursements at least monthly. Travel documents and timesheets consistently need clarification due to inaccuracies.
1. Consistent failure to submit work on time (less than 75% of the time). Consistent failure to notify or communicate with supervisor relating to inability to meet expectations outlined in 3.

| | |
|---|---|
| Performance Expectation Rating Comments | Employee completes his timesheets and travel accurately |
|---|---|

Performance Expectation Rating

5 - Exceptional

Job Specific

1.3 Survey activities are completed according to established protocols and reports are completed as required.

3. Completes all assigned work utilizing current protocols 85% of the time. This includes completion of thorough pre-survey activity, conducting surveys using CMS & AHCA guidelines. Documentation is accurate and complete on work product, including worksheets, pathways, and complaint investigation forms.
 - A. When functioning as a team coordinator, survey reports and supporting documentation are submitted to the field office within five business days of survey exit.
 - B. When functioning as a team member, work assignments are provided to the team coordinator within three business days of exit.
4. As opportunities are available, function as a coach for field survey staff in addition to conducting assigned survey activity. This would include, but not limited to, coaching a new surveyor during an onsite survey, coaching a new employee on how to submit their travel utilizing the electronic Travel System, inputting time in People First or accessing the federal Learning Management System (LMS) or other opportunities which are approved in advance by the supervisor.
5. All of the above plus demonstrates initiative to consistently complete reports that are error free and in advance of deadlines 95% of the time.
2. 75-84% of the time completes all assigned work utilizing current protocols. This includes completion of thorough pre-survey activity, conducting surveys using CMS & AHCA guidelines. Documentation is accurate and complete on work product, including worksheets, pathways, and complaint inspection forms.
 - A. When functioning as a team coordinator, survey reports and supporting documentation are submitted to the field office within five business days of survey exit.
 - B. When functioning as a team member, work assignments are provided to the team coordinator within three

business days of exit.

1. Consistent failure to submit work on time (less than 75% of the time). Consistent failure to notify or communicate with supervisor relating to inability to meet expectations outlined in 3.

| | |
|--|---|
| Performance Expectation Rating Comments | Employee is a strong and reliable member of the Field Office. He can be counted on to assist other Field Offices when they are short. He always volunteer to help out with any outstanding surveys regardless of his own workload. He can be counted on to achieve positive results in all assignments. |
|--|---|

Performance Expectation Rating

5 - Exceptional

Overall Manager Comments

Comments

Mr. Brennan is a valued employee who fully accepts responsibilities and meets deadlines. He displays industriousness and diligence in performing tasks.

Second-Level Manager Comments

Comments

Keep up the great work Mike! Thanks for all that you do for the Jacksonville Field Office and the Bureau.

Summary

Overall Rating

5.00 - Outstanding

5.00 - Outstanding

Expectations Acknowledgement

| | |
|--|-----|
| Manager Acknowledgement on Behalf of Employee | Yes |
|--|-----|

Manager Acknowledgement
Comments

| | |
|---|-----|
| I Acknowledge Receipt of My Performance Expectations | Yes |
|---|-----|

| | |
|-------------------|------------|
| Date Acknowledged | 07/25/2017 |
|-------------------|------------|

Evaluation Acknowledgement

Manager Acknowledgement on
Behalf of Employee

Manager Acknowledgement
Comments

I Acknowledge Receipt of My
Performance Evaluation Yes

Date Acknowledged 07/13/2018

Employee Acknowledgement
Comments I fully enjoy working in my area office. It is without a doubt in my eyes the best in
the Agency and has the most wonderful extended working family!!!!



2016-2017 Performance Plan for MICHAEL BRENNAN

Employee Information

| | | | |
|----------------|----------------------------|-------------------|---------------------------------------|
| First Name | MICHAEL | Agency | AHCA - Agency for Hlth Care Ad (6800) |
| Middle Name | | Organization Code | 683030040000000000000000 |
| Last Name | BRENNAN | Agency Hire Date | 08/12/2011 |
| Position Title | FIRE PROTECTION SPECIALIST | User ID | 00983908 |

Performance Plan Period

| | |
|---------------|------------------------------|
| Originator | Benjamin Rosbottom (adminBR) |
| Review Period | 07/01/2016 - 06/30/2017 |
| Due Date | 08/29/2017 |

Performance Expectations

Job Specific

1.1 Maintains current knowledge of applicable statutes and rules for which the bureau is responsible.

3. Participates in 75% of staff meetings/ in-services each review period. Participates in training activities, including AHCA and CMS online courses, as assigned, within one business day, unless another deadline has been provided by the supervisor.

4. In addition to 3, using the current QA tools, the surveyor does a self QA of either one complaint or one deficiency twice a year and submit to their supervisor within 30 days prior to the end of the review period.

5. In addition to 3 & 4 above, the surveyor will assist with one presentation in staff meeting annually. The surveyor must notify their direct supervisor at least five business days prior to the in-service date.

2. Participates in less than 75% of staff meetings/ in-services, or otherwise does not meet the standards outlined in #3.

1. Participates in less than 65%.

| | |
|---|---|
| Performance Expectation Rating Comments | Mr. Brennan continues to produce exemplary work. He completes his deficiencies without error. He did a presentation on Travel on 8/26/16 and answered all questions satisfactorily. |
|---|---|

Performance Expectation Rating

5 - Exceptional

Job Specific

1.2 Non-survey activities are completed according to established protocols and reports are completed as required.

3. Submits all non-survey activity utilizing current protocols 85% of the time. This includes timesheets within one business day of the completion of the pay period, travel reimbursements at least monthly and overtime requests submitted prior to end of the work week.
4. Completes the above and responds to communications from the field office within timeframe requested 85% of the time.
5. All of the above plus, submitting travel reimbursements within 5 business days after end date of travel, at least weekly.
2. 75-84% of the time submits all non-survey activity utilizing current protocols. This includes timesheets within one business day of the completion of the pay period, and travel reimbursements at least monthly. Travel documents and timesheets consistently need clarification due to inaccuracies.
1. Consistent failure to submit work on time (less than 75% of the time). Consistent failure to notify or communicate with supervisor relating to inability to meet expectations outlined in 3.

| | |
|--------------------------------|---|
| Performance Expectation Rating | Every pay period, Mr. Brennan completes his timesheets on time and error free. He usually responds to all communications promptly. He submits all travel immediately upon conclusion of travel. |
| Comments | |

Performance Expectation Rating

5 - Exceptional

Job Specific

1.3 Survey activities are completed according to established protocols and reports are completed as required.

3. Completes all assigned work utilizing current protocols 85% of the time. This includes completion of thorough pre-survey activity, conducting surveys using CMS & AHCA guidelines. Documentation is accurate and complete on work product, including worksheets, pathways, and complaint investigation forms.
 - A. When functioning as a team coordinator, survey reports and supporting documentation are submitted to the field office within five business days of survey exit.
 - B. When functioning as a team member, work assignments are provided to the team coordinator within three business days of exit.
4. As opportunities are available, function as a coach for field survey staff in addition to conducting assigned survey activity. This would include, but not limited to, coaching a new surveyor during an onsite survey, coaching a new employee on how to submit their travel utilizing the electronic Travel System, inputting time in People First or accessing the federal Learning Management System (LMS) or other opportunities which are approved in advance by the supervisor.
5. All of the above plus demonstrates initiative to consistently complete reports that are error free and in advance of deadlines 95% of the time.
2. 75-84% of the time completes all assigned work utilizing current protocols. This includes completion of thorough pre-survey activity, conducting surveys using CMS & AHCA guidelines. Documentation is accurate and complete on work product, including worksheets, pathways, and complaint inspection forms.
 - A. When functioning as a team coordinator, survey reports and supporting documentation are submitted to the

field office within five business days of survey exit.

B. When functioning as a team member, work assignments are provided to the team coordinator within three business days of exit.

1. Consistent failure to submit work on time (less than 75% of the time). Consistent failure to notify or communicate with supervisor relating to inability to meet expectations outlined in 3.

| | |
|--------------------------------|--|
| Performance Expectation Rating | Mr. Brennan is efficient at identifying deficient practice in Life Safety Code. He produces excellent work. He assisted other surveyors in completing their travel. His reports are error free and you never have to return his work for correction. |
| Comments | |

Performance Expectation

Rating

4 - Above Expectation

Overall Manager Comments

| | |
|----------|---|
| Comments | It is a pleasure having Mr. Brennan on the team as his work is exemplary. He is an asset to AHCA. |
|----------|---|

Second-Level Manager Comments

| | |
|----------|---|
| Comments | Thanks Mike for all your hard work. Much appreciated! |
|----------|---|

Summary

Overall Rating

4.66 - Outstanding

4.66 - Outstanding

Expectations Acknowledgement

| | |
|---|-----|
| Manager Acknowledgement on Behalf of Employee | Yes |
|---|-----|

| | |
|----------------------------------|--|
| Manager Acknowledgement Comments | |
|----------------------------------|--|

| | |
|--|-----|
| I Acknowledge Receipt of My Performance Expectations | Yes |
|--|-----|

| | |
|-------------------|--|
| Date Acknowledged | |
|-------------------|--|

Evaluation Acknowledgement

Manager Acknowledgement on
Behalf of Employee

Manager Acknowledgement
Comments

I Acknowledge Receipt of My
Performance Evaluation Yes

Date Acknowledged 07/12/2017

Employee Acknowledgement
Comments

**MICHAEL
BRENNAN**

**July 1, 2015-June 30, 2016 Performance
Evaluation 2016**

Review Period: 07/01/2015 -
06/30/2016

Employee Information

| | | | |
|----------------------------|----------------------------|------------------------|--|
| Employee: | MICHAEL BRENNAN | Manager: | JOAN LYNCH |
| Position Title: | FIRE PROTECTION SPECIALIST | Manager Title: | REGISTERED NURSING CONSULTANT SURVEYOR |
| Position Appointment Date: | 08/12/2011 | Organization: | HQA AREA 4 |
| Employee ID: | 00983908 | Evaluation Start Date: | 07/01/2015 |
| Agency Hire Date: | 08/12/2011 | Evaluation End Date: | 06/30/2016 |

Performance Expectations

| Maintains current knowledge of applicable statutes and rules for which the bureau is responsible. | Copy Performance Expectation to Next Plan Year |
|---|--|
| <p>Performance Expectation Type: Job-Specific Performance Expectation</p> <p>Performance Expectation Title: Maintains current knowledge of applicable statutes and rules for which the bureau is responsible.</p> <p>Performance Expectation Description:</p> <ol style="list-style-type: none"> 3. Participates in 75% of staff meetings/ in-services each review period. Participates in training activities, including AHCA and CMS online courses, as assigned, within one business day, unless another deadline has been provided by the supervisor. 4. In addition to 3, using the current QA tools, the surveyor does a self QA of either one complaint or one deficiency twice a year, as assigned. 5. In addition to 3 & 4 above, as assigned, the surveyor will assist with one presentation in staff meeting annually. 2. Participates in less than 75% of staff meetings/ in-services, or otherwise does not meet the standards outlined in #3. 1. Participates in less than 65%. <p>Displays the performance expectation description.</p> <p>Performance Expectation Rating: 5 - Exceptional</p> <p>Performance Expectation Rating Comments: Employee completed 2 self QA during the year. Employee has made a presentation during the year.</p> | |

Non-survey activities are completed according to established protocols and reports are completed as required.

Copy Performance Expectation to Next Plan Year

Performance Expectation Type: Job-Specific Performance Expectation

Performance Expectation Title: Non-survey activities are completed according to established protocols and reports are completed as required.

Performance Expectation Description: 3. Requests for overtime and comp time must be requested in advance and approved by the supervisor. Submits all non-survey activity utilizing current protocols 85% of the time. This includes timesheets within one business day of the completion of the pay period, and travel reimbursements at least monthly.

4. Completes the above and responds to communications from the field office within one business day 85% of the time.

5. All of the above plus, submitting travel reimbursements at least weekly.

2. 75-84% of the time submits all non-survey activity utilizing current protocols. This includes timesheets within one business day of the completion of the pay period, and travel reimbursements at least monthly. Travel documents and timesheets consistently need clarification due to inaccuracies.

1. Consistent failure to submit work on time (less than 75% of the time). Consistent failure to notify or communicate with supervisor relating to inability to meet expectations outlined in 3.

Performance Expectation Rating: 5 - Exceptional

Performance Expectation Rating Comments: Employee completes. Demonstrates a systematic approach in carrying out his duties

Survey activities are completed according to established protocols and reports are completed as required.

Copy Performance Expectation to Next Plan Year

Performance Expectation Type: Job-Specific Performance Expectation

Performance Expectation Title: Survey activities are completed according to established protocols and reports are completed as required.

Performance Expectation Description: 3. Completes all assigned work utilizing current protocols 85% of the time. This includes completion of thorough pre-survey activity, conducting surveys using CMS & AHCA guidelines. Documentation is accurate and complete on work product, including worksheets, pathways, and complaint investigation forms.

A. When functioning as a team coordinator, survey reports and supporting documentation are submitted to the field office within five business days of survey exit.

B. When functioning as a team member, work assignments are provided to the team coordinator within three business days of exit.

4. As mentoring opportunities are available, on a quarterly basis function as a mentor for field survey staff in addition to conducting assigned survey activity.

5. All of the above plus demonstrates extraordinary initiative to consistently complete reports that are error free an in advance of deadlines..

2. 75-84% of the time completes all assigned work utilizing current protocols. This includes completion of thorough pre-survey activity, conducting surveys using CMS & AHCA guidelines. Documentation is accurate and complete on work product, including worksheets, pathways, and complaint inspection forms.

A. When functioning as a team coordinator, survey reports and supporting documentation are submitted to the field office within five business days of survey exit.

B. When functioning as a team member, work assignments are provided to the team coordinator within three business days of exit.

1. Consistent failure to submit work on time (less than 75% of the time). Consistent failure to notify or communicate with supervisor relating to inability to meet expectations outlined in 3.

Performance Expectation Rating: 5 - Exceptional

Performance Expectation Rating Comments: Mr. Brennan strives for perfection in carrying out his duties. It is a pleasure reviewing his work product. He is always willing to help out other field offices and volunteers when ever needed.

Overall Performance Overall Rating:
5.00

Overall Rating Scale:

| Overall Numeric Range | Overall Rating Title |
|-----------------------|----------------------|
| 4.50 - 5.00 | Outstanding |
| 3.50 - 4.49 | Commendable |
| 3.00 - 3.49 | Satisfactory |
| 2.50 - 2.99 | Needs Improvement |
| 2.49 and below | Unsatisfactory |

Manager Attachments: 0 Attachment

Manager Overall Comments:

Second-Level Manager Comments: Thank you, Mike, for your dedicated work!

Acknowledgement

I Acknowledge Receipt of My Performance Evaluation: Box is checked if the acknowledgement was completed by the employee.

Manager Acknowledgement on Behalf of Employee: Box is checked if the acknowledgement was completed by the manager or other user on behalf of the employee.

Manager Acknowledgement Comments:

Date Acknowledged (MM/DD/YYYY): 07/03/2016

Employee Comments: It is a great pleasure working with such wonderful people and getting to assist the Agency in meeting its objectives to provide safe environments to the citizens of Florida!!!

**MICHAEL
BRENNAN**

**July 1, 2014-June 30, 2015 Performance
Evaluation 2015**

Review Period: 07/01/2014 -
06/30/2015

Employee Information

| | | | |
|----------------------------|----------------------------|------------------------|--|
| Employee: | MICHAEL BRENNAN | Manager: | JOAN LYNCH |
| Position Title: | FIRE PROTECTION SPECIALIST | Manager Title: | REGISTERED NURSING CONSULTANT SURVEYOR |
| Position Appointment Date: | 08/12/2011 | Organization: | HQA AREA 4 |
| Employee ID: | 00983908 | Evaluation Start Date: | 07/01/2014 |
| Agency Hire Date: | 08/12/2011 | Evaluation End Date: | 06/30/2015 |

Performance Expectations

1) Performance standard: Survey activities are completed according to established protocols and reports are completed as required.

**Copy Performance
Expectation to Next Plan
Year**

Performance Expectation Type: Job-Specific Performance Expectation

Performance Expectation Title: 1) Performance standard: Survey activities are completed according to established protocols and reports are completed as required.

Performance Expectation Description: 3. Completes all assigned work utilizing current protocols 85% of the time. This includes completion of thorough pre-survey activity, conducting surveys using CMS & AHCA guidelines. Documentation is accurate and complete on work product, including worksheets, pathways, and complaint inspection forms.

A. When functioning as a team coordinator, survey reports and supporting documentation are submitted to the field office within five business days of survey exit.

B. When functioning as a team member, work assignments are provided to the team coordinator within three business days of exit.

4. As mentoring opportunities are available, on a quarterly basis function as a mentor for field survey staff in addition to conducting assigned survey activity.

5. All of the above plus demonstrates extraordinary initiative to consistently complete reports that are error free an in advance of deadlines.

2. 75-84% of the time completes all assigned work utilizing current protocols. This includes completion of thorough pre-survey activity, conducting surveys using CMS & AHCA guidelines. Documentation is accurate and complete on work product, including worksheets, pathways, and complaint inspection forms.

A. When functioning as a team coordinator, survey reports and supporting documentation are submitted to the field office within five business days of survey exit.

B. When functioning as a team member, work assignments are provided to the team coordinator within three business days of exit.

1. Consistent failure to submit work on time (less than 75% of the time). Consistent failure to notify or communicate with supervisor relating to inability to meet expectations outlined in 3.

Performance Expectation Rating: 5 - Exceptional

Performance Expectation Rating Comments: Mikes completes all assignments timely. He can be counted on to serve in other area offices. He takes on a full load when necessary to assist the area offices to meet goals. Deficiencies audited are scored 100% . Reports are turned into the office timely. He mentors others in the field as needed. Mike is an asset to the Area Office.

2) Performance standard: Non-survey activities are completed according to established protocols and reports are completed as required.

Copy Performance Expectation to Next Plan Year

Performance Expectation Type: Job-Specific Performance Expectation

Performance Expectation Title: 2) Performance standard: Non-survey activities are completed according to established protocols and reports are completed as required.

Performance Expectation Description: 3. Submits all non-survey activity utilizing current protocols 85% of the time. This includes timesheets within one business day of the completion of the pay period, electronic authorization to incur travel by the established deadline, and travel vouchers at least monthly.

4. Completes the above and responds to communications from the field office within one business day 85% of the time.

5. All of the above plus demonstrates extraordinary initiative to consistently complete communications and paperwork in advance of deadlines.

2. 75-84% of the time submits all non-survey activity utilizing current protocols. This includes timesheets within one business day of the completion of the pay period, electronic authorization to incur travel by the established deadline, and travel vouchers at least monthly. Travel documents and timesheets consistently need clarification due to inaccuracies.

1. Consistent failure to submit work on time (less than 75% of the time). Consistent failure to notify or communicate with supervisor relating to inability to meet expectations outlined in 3.

Performance Expectation Rating: 5 - Exceptional

Performance Expectation Rating Comments: Mike completes his travel and timesheets accurately 100% of the time. He responds to communications from the office immediately and professionally.

3) Performance standard: Maintains current knowledge of applicable statutes and rules for which the bureau is responsible.

Copy Performance Expectation to Next Plan Year

Performance Expectation Type: Job-Specific Performance Expectation

Performance Expectation Title: 3) Performance standard: Maintains current knowledge of applicable statutes and rules for which the bureau is responsible.

Performance Expectation Description: 3. Participates in 65% of staff meetings/ inservices each review period. As requested, responds to supervisory QA findings within two business days 85% of the time. Participates in training activities, as assigned within the established timeframes.

4. In addition to 3, using the current QA tools, the surveyor does a self QA of either one complaint or one deficiency twice a year, as assigned.

5. In addition to 3 & 4 above, as assigned, the surveyor will assist with one presentation in staff meeting annually.

2. Participates in less than 65% of staff meetings/ inservices. As requested, responds to supervisory QA findings within three to five business days 85% of the time.

1. Consistent failure to respond to QA findings (takes over five business days to respond 50% or more of the ti

Performance Expectation Rating: 5 - Exceptional

Performance Expectation Rating Comments: Mike demonstrates his knowledge of the regulations by citing deficiencies appropriately. He often serves as consultant to providers' questions. He assisted in re-writing the All State k tag books for the 2012 Code change

Overall Performance Overall Rating:
5.00

Overall Rating Scale:


| Overall Numeric Range | Overall Rating Title |
|-----------------------|----------------------|
| 4.50 - 5.00 | Outstanding |
| 3.50 - 4.49 | Commendable |
| 3.00 - 3.49 | Satisfactory |
| 2.50 - 2.99 | Needs Improvement |
| 2.49 and below | Unsatisfactory |

Manager Attachments: 0 Attachment

Manager Overall Comments:

Second-Level Manager Awesome work, Mike! Thank you for your dedication to the job and your
Comments: expertise in the areas of fire safety. You're a valuable member of the AHCA team!

Acknowledgement

I Acknowledge Receipt of My Performance Evaluation: Box is checked if the acknowledgement was completed by the employee. 

Manager Acknowledgement on Behalf of Employee: Box is checked if the acknowledgement was completed by the manager or other user on behalf of the employee.

Manager Acknowledgement Comments:

Date Acknowledged 07/24/2015
(MM/DD/YYYY):

Employee Comments: Thank you for All your support and for being a wonderful team!

**MICHAEL
BRENNAN**

**Jan 1 -June 30, 2014 Annual Performance
Evaluation 2014**

**Review Period: 01/01/2014 -
06/30/2014**

Employee Information

| | | | |
|----------------------------|----------------------------|------------------------|--|
| Employee: | MICHAEL BRENNAN | Manager: | JOAN LYNCH |
| Position Title: | FIRE PROTECTION SPECIALIST | Manager Title: | REGISTERED NURSING CONSULTANT SURVEYOR |
| Position Appointment Date: | 08/12/2011 | Organization: | HQA AREA 4 |
| Employee ID: | 00983908 | Evaluation Start Date: | 01/01/2014 |
| Agency Hire Date: | 08/12/2011 | Evaluation End Date: | 06/30/2014 |

Performance Expectations

1) Performance standard: Survey activities are completed according to established protocols and reports are completed as required.

**Copy Performance
Expectation to Next Plan
Year**

Performance Expectation Type: Job-Specific Performance Expectation

Performance Expectation Title: 1) Performance standard: Survey activities are completed according to established protocols and reports are completed as required.

Performance Expectation Description: 3. Completes all assigned work utilizing current protocols 85% of the time. This includes completion of thorough pre-survey activity, conducting surveys using CMS & AHCA guidelines. Documentation is accurate and complete on work product, including worksheets, pathways, and complaint inspection forms.

A. When functioning as a team coordinator, survey reports and supporting documentation are submitted to the field office within five business days of survey exit.

B. When functioning as a team member, work assignments are provided to the team coordinator within three business days of exit.

4. As mentoring opportunities are available, on a quarterly basis function as a mentor for field survey staff in addition to conducting assigned survey activity.

5. All of the above plus demonstrates extraordinary initiative to consistently complete reports that are error free an in advance of deadlines.

2. 75-84% of the time completes all assigned work utilizing current protocols. This includes completion of thorough pre-survey activity, conducting surveys using CMS & AHCA guidelines. Documentation is accurate and complete on work product, including worksheets, pathways, and complaint inspection forms.

A. When functioning as a team coordinator, survey reports and supporting documentation are submitted to the field office within five business days of survey exit.

B. When functioning as a team member, work assignments are provided to the team coordinator within three business days of exit.

1. Consistent failure to submit work on time (less than 75% of the time). Consistent failure to notify or communicate with supervisor relating to inability to meet expectations outlined in 3.

Performance Expectation Rating: 5 - Exceptional

Performance Expectation Rating Comments: Mr. Brennan continues to produce quality work as well as assist other area offices often traveling a long distance for several days. He will offer input into Life Safety Desk Reviews. His deficiencies are well written. Even though this employee often times has a full plate, he turns in his documentation timely.

2) Performance standard: Non-survey activities are completed according to established protocols and reports are completed as required.

Copy Performance Expectation to Next Plan Year

Performance Expectation Type: Job-Specific Performance Expectation

Performance Expectation Title: 2) Performance standard: Non-survey activities are completed according to established protocols and reports are completed as required.

Performance Expectation Description: 3. Submits all non-survey activity utilizing current protocols 85% of the time. This includes timesheets within one business day of the completion of the pay period, electronic authorization to incur travel by the established deadline, and travel vouchers at least monthly.

4. Completes the above and responds to communications from the field office within one business day 85% of the time.

5. All of the above plus demonstrates extraordinary initiative to consistently complete communications and paperwork in advance of deadlines.

2. 75-84% of the time submits all non-survey activity utilizing current protocols. This includes timesheets within one business day of the completion of the pay period, electronic authorization to incur travel by the established deadline, and travel vouchers at least monthly. Travel documents and timesheets consistently need clarification due to inaccuracies.

1. Consistent failure to submit work on time (less than 75% of the time). Consistent failure to notify or communicate with supervisor relating to inability to meet expectations outlined in 3.

Performance Expectation Rating: 5 - Exceptional

Performance Expectation Rating Comments: Mr. Brennan responds to communication from the office timely. Usually he responds right away or within 30 minutes. There is never a problem in obtaining work from this employee as he sends in his work very very timely.

3) Performance standard: Maintains current knowledge of applicable statutes and rules for which the bureau is responsible.

Copy Performance Expectation to Next Plan Year

Performance Expectation Type: Job-Specific Performance Expectation

Performance Expectation Title: 3) Performance standard: Maintains current knowledge of applicable statutes and rules for which the bureau is responsible.

Performance Expectation Description: 3. Participates in 65% of staff meetings/ inservices each review period. As requested, responds to supervisory QA findings within two business days 85% of the time. Participates in training activities, as assigned within the established timeframes.

4. In addition to 3, using the current QA tools, the surveyor does a self QA of either one complaint or one deficiency twice a year, as assigned.

5. In addition to 3 & 4 above, as assigned, the surveyor will assist with one presentation in staff meeting annually.

2. Participates in less than 65% of staff meetings/ inservices. As requested, responds to supervisory QA findings within three to five business days 85% of the time.

1. Consistent failure to respond to QA findings (takes over five business days to respond 50% or more of the time).

Performance Expectation Rating: 3 - Meets Expectation

Performance Expectation Rating Comments:

Overall Performance Overall Rating:
4.33

Overall Rating Scale:

| Overall Numeric Range | Overall Rating Title |
|-----------------------|----------------------|
| 4.50 - 5.00 | Outstanding |
| 3.50 - 4.49 | Commendable |
| 3.00 - 3.49 | Satisfactory |
| 2.50 - 2.99 | Needs Improvement |
| 2.49 and below | Unsatisfactory |

Manager Overall Comments:

Second-Level Manager Comments: Thank you Mike!

Acknowledgement

I Acknowledge Receipt of My Performance Evaluation: Box is checked if the acknowledgement was completed by the employee.

Manager Acknowledgement on Behalf of Employee: Box is checked if the acknowledgement was completed by the manager or other user on behalf of the employee.

**Manager Acknowledgement
Comments:**

Date Acknowledged (MM/DD/YYYY): 07/15/2014

Employee Comments: Been another great year with a great Team looking forward to the Next Year!!!

**MICHAEL
BRENNAN**

**2013-2014 Annual Performance Evaluation
Plan 2013**

Review Period: 07/01/2013 -
12/31/2013

Employee Information

| | |
|---|--|
| Employee: MICHAEL BRENNAN | Manager: JOAN LYNCH |
| Position Title: FIRE PROTECTION SPECIALIST | Manager Title: REGISTERED NURSING CONSULTANT SURVEYOR |
| Position Appointment Date: 08/12/2011 | Organization: HQA AREA 4 |
| Employee ID: 00983908 | Evaluation Start Date: 07/01/2013 |
| Agency Hire Date: 08/12/2011 | Evaluation End Date: 12/31/2013 |

Performance Expectations

Performance Measure 1 Copy Performance Expectation to Next Plan Year

Performance Expectation Type: Job-Specific Performance Expectation

Performance Expectation Title: Performance Measure 1

Performance Expectation Description: Demonstrate models and reinforces the Agency's mission and the fundamental values of fairness, cooperation, respect, commitment, excellence, honesty, and teamwork.

Able to maintain effective working relationship with peers. Keeps others informed.

Identify and deals effectively with conflict.

Performance Expectation Rating: 4 - Above Expectation

Performance Expectation Rating Comments: Mr. Brennan displays professionalism at all times demonstrating the values of the organization.

Performance Measure 2 Copy Performance Expectation to Next Plan Year

Performance Expectation Type: Job-Specific Performance Expectation

Performance Expectation Title: Performance Measure 2

Performance Expectation Description: Demonstrates application of knowledge acquired through education, training, and experience to accomplish and complete responsibilities.

4 - Above Expectation

Performance Expectation
Rating:

Performance Expectation Mr. Brennan demonstrates competence and excels in carry out his work
Rating Comments: product.

Performance Measure 3 Copy Performance Expectation to Next Plan Year

Performance Expectation Job-Specific Performance Expectation
Type:

Performance Expectation Performance Measure 3
Title:

Performance Expectation Outline and execute the investigation plan effectively and efficiently.
Description:

Performance Expectation 5 - Exceptional
Rating:

Performance Expectation Mr. Brennan demonstrates initiative and cooperation. He accurately
Rating Comments: assesses deficient practice and turns in timely and thorough investigations. He excels at time management and in the last year doubled up on his assignments to ensure that all work on reports were completed timely. He is an asset and valued employee to the organization.

Performance Measure 4 Copy Performance Expectation to Next Plan Year

Performance Expectation Job-Specific Performance Expectation
Type:

Performance Expectation Performance Measure 4
Title:

Performance Expectation Demonstrate cooperative and productive working relationships within,
Description: across departments and with external customers

Performance Expectation 4 - Above Expectation
Rating:

Performance Expectation Mr. Brennan displays cooperation with his team and associates.
Rating Comments:

Performance Measure 5 Copy Performance Expectation to Next Plan Year

Performance Expectation Job-Specific Performance Expectation
Type:

Performance Expectation Performance Measure 5
Title:

Performance Expectation Demonstrate creativity, innovation and persistence to achieve positive
Description: results.

Performance Expectation 5 - Exceptional
Rating:

Performance Expectation Mr. Brennan works cooperatively with the Area office and other offices to
Rating Comments: ensure that their work is completed timely. He is always willing to take on more assignments.

Performance Measure 6 Copy Performance Expectation to Next Plan Year

Performance Expectation Type: Job-Specific Performance Expectation

Performance Expectation Title: Performance Measure 6

Performance Expectation Description: Demonstrate effective communication in a variety of ways that exhibit ability to clearly and accurately provide information as well as exhibit good listening skills.

Performance Expectation Rating: 4 - Above Expectation

Performance Expectation Rating Comments: Mr. Brennan communicates effectively with peers and is goal oriented.

Performance Measure 7 Copy Performance Expectation to Next Plan Year

Performance Expectation Type: Job-Specific Performance Expectation

Performance Expectation Title: Performance Measure 7

Performance Expectation Description:

1. Demonstrate consistent performance of duties according to established processes, procedures and requirements according to the State Operations Manual, training and applicable statues and regulations

Review applicable facility information prior to conducting survey.

Conduct complaint surveys in timeframe established on assignment calendar.

Completes survey related documents; survey reports, including regulation based statement of deficiencies in accordance with principles of documentation.

Organize and submit survey reports, survey worksheets, and survey supporting documentation to the field office within 5 calendar days of survey exit.

Edit reports for accuracy prior to submitting to the field office when assigned as team leader or sole surveyor.

Performance Expectation Rating: 4 - Above Expectation

Performance Expectation Rating Comments: Mr. Brennan has on more than 1 occasion completed complaint investigations thoroughly. It is not usual for Life Safety Surveyors to do complaints. However, the allegation had to do with environmental concerns; without formal training the surveyor turned in an excellent report.

Performance Measure 8 Copy Performance Expectation to Next Plan Year

Performance Expectation Type: Job-Specific Performance Expectation

Performance Expectation Title: Performance Measure 8

Performance Expectation Description: Complies with all agency personnel policies and procedures

Maintain current RN/RD licensure or certification.

Maintain lap-top, computer, I-phone and printer to prevent damage, loss or theft.

Report equipment loss/malfunction immediately to Supervisor.

Complete time sheets accurately and submit by Friday when pay period ends.

Responds to cell phone calls/messages within 15 minutes.

Reads and responds to emails daily.

Complete requests to attend conference, authorizations to incur travel and travel vouchers accurately and timely.

Performance Expectation 4 - Above Expectation
Rating:

Performance Expectation Mr. Brennan responds to emails and cell phone messages timely. He fully
Rating Comments: accepts all responsibility and meets deadlines.

Overall Performance **Overall Rating:**
 4.25

Overall Rating Scale:

| Overall Numeric Range | Overall Rating Title |
|-----------------------|----------------------|
| 4.50 - 5.00 | Outstanding |
| 3.50 - 4.49 | Commendable |
| 3.00 - 3.49 | Satisfactory |
| 2.50 - 2.99 | Needs Improvement |
| 2.49 and below | Unsatisfactory |

Manager Attachments: 0 Attachment

Manager Overall Comments:

**Second-Level Manager
 Comments:**

Acknowledgement

I Acknowledge Receipt of My Performance Evaluation: Box is checked if the acknowledgement was completed by the employee.




Manager Acknowledgement on Behalf of Employee: Box is checked if the acknowledgement was completed by the manager or other user on behalf of the employee.

Manager Acknowledgement Comments:

Date Acknowledged (MM/DD/YYYY): 01/28/2014

Employee Comments: I am truly pleased with my Teams and Office members. It is such a wonderful experience to come to work with such great people and to achieve success in our goals and missions. So looking forward to the next and further oncoming years together. With out my team mates I would not succeed.

Request for Performance Pay Increase per FSFSA CBA Article 25 Section 5

 Brennan, Michael
To Mayhew, Mary

 Reply

 Reply All


 Forward



Thu 07/25/2019 3:57 PM

 This message was sent with High importance.

Phish Alert

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Secretary Mayhew,

As the Agency Head, I am again for the 6th year in a row submitting this request for a review and approval for a performance pay increase. In the last 8 years with the Agency for Health Care Administration I have always strived to perform above and beyond the performance goals that were set before me. I have never stopped in making sure my work is completed diligently, additional duties needing to be completed taken on, requests for assistance to other offices taken without question, and assisting in the re-writing of the State K-tag 's used for our survey process, training of new hired Fire Protection Specialists, training of and assisting area office staff with certain programs which have unique attributes, and without question answer those requests of me to ensure the Agency meets its obligations to the citizens of this State.

When I entered service with this Agency the performance based evaluation system was the only means in which personnel had to obtain an increase in base pay, as no cost of living adjustments are provided and that was acknowledged at my hiring. It was also without having to resort filing an false application to seek employment elsewhere and coming back with the job offer to see if the Agency wanted to keep you and provide an increase. As long as you maintained your job duties and did just what was expected and received a scoring of 3 you would receive a 1% increase. Performed some additional job duties, then you would get a score of 4 which allowed you to receive a 2% increase. If you really out performed, went above and beyond regularly, and reached to do your very best and obtained the maximum score 5 you would receive up to a 3% increase.

In my 8 years with this Agency I have always achieved in excess of 4's on my grading scale. In the last 5 years alone through a lot of hard work, dedication, and sacrifice, I was able to meet and exceed my required goals and obtain all 5's in 2015, 2016 with a 4.66 in 2017 due to no new hires to train, and again all 5's in 2018 and 2019. If the performance based evaluation system was followed for the performance pay increases over my last 6 years of service, then I should have received a 2.25%, 2.5%, 3%, 3%, 2.5%, 3%, and 3% increase for the past consecutive years for a total of 19.25%.

In these past 8 years the cost of living has increased dramatically, insurance costs have increased almost every year, and other required deductions skyrocketing as well. With these increases my received wage has decreased every single year rather than increasing even if just to stay equal with the cost of living. I understand the decline and collapse that the market had on the economy to this State to include budgeting and by no means would expect an adjustment in the range of the above percentage. I am humbly requesting that a review of my performance and work ethic for this Agency be evaluated and an approval of a 4% increase minimum be granted per our Contract Article 25 Section 5. The established contract provision is the means by which the Agency is to be providing pay increases and continues to be ignored. Pay increases have been provided to other Agency personnel without review of their performance employee evaluation. If this request cannot be granted a written explanation is requested to justify.

I thank you for the consideration and am available if you have any questions regarding this continued issue within our Agency.

Michael Brennan - FIRE PROTECTION SPECIALIST



Jacksonville - HQA AREA 4
921 N. DAVIS STREET, JACKSONVILLE, FL. 32209
+1 904-798-4201 (Office) - 904-359-6054 (Fax)
Michael.Brennan@ahca.myflorida.com

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Online or 866-966-7226
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Follow-up Request for Performance Pay Increase per FSFA CBA Article 25 Section 5



Brennan, Michael
To: Mayhew, Mary

Reply Reply All Forward ...

Fri 08/23/2019 12:10 PM

This message was sent with High importance.

Phish Alert

+ Get more add-ins

Secretary Mayhew,

I am kindly following up on my request provided to you on July 25, 2019 regarding in accordance with our CBU Contract Article 25 Section 5 a performance pay increase for my continued exemplary performance with the Agency for Health Care Administration. Any update as requested is appreciated.

Thank you,

Michael Brennan - FIRE PROTECTION SPECIALIST

Jacksonville - HQA AREA 4
921 N. DAVIS STREET, JACKSONVILLE, FL. 32209
+1 904-798-4201 (Office) - 904-359-6054 (Fax)
Michael.Brennan@ahca.myflorida.com



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2nd Follow Up Performance Pay Increase Request



Brennan, Michael

To: Mayhew, Mary

Cc: Cain, Marilyn

Reply

Reply All

Forward

Wed 10/02/2019 7:56 AM

This message was sent with High importance.

Phish Alert

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Secretary Mayhew,

I am kindly following up on my request provided to you initially on July 25, 2019 with a follow up request on August 23, 2019 regarding in accordance with our Collective Bargaining Unit Contract Article 25 Section 5 a performance pay increase for my continued exemplary performance with the Agency for Health Care Administration. Any update as requested is appreciated and I would like to have the opportunity to discuss this matter with you at your earliest convenience.

Thank you,

Michael Brennan - FIRE PROTECTION SPECIALIST

Jacksonville - HQA AREA 4
921 N. DAVIS STREET, JACKSONVILLE, FL. 32209
+1 904-798-4201 (Office) - 904-359-6054 (Fax)
Michael.Brennan@ahca.myflorida.com

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August 23, 2019

Secretary Mayhew,

I am kindly following up on my request provided to you on July 25, 2019 regarding in accordance with our CBU Contract Article 25 Section 5 a performance pay increase for my continued exemplary performance with the Agency for Health Care Administration. Any update as requested is appreciated.

Thank you,

Michael Brennan - FIRE PROTECTION SPECIALIST

Jacksonville - HQA AREA 4
921 N. DAVIS STREET, JACKSONVILLE, FL. 32209
+1 904-798-4201 (Office) - 904-359-6054 (Fax)
Michael.Brennan@ahca.myflorida.com

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RE: 2nd Follow Up Performance Pay Increase Request

 Skipper, Jamie
To: Brennan, Michael

 Reply  Reply All  Forward 

Wed 10/02/2019 6:07 PM

 You replied to this message on 10/02/2019 6:09 PM.

Phish Alert

+ Get more add-ins

Good afternoon Mr. Brennan,

The Bureau of Human Resources is in receipt of your request. At this time, we are reviewing your request with your Division/Bureau. We will provide a written response to your request as soon as possible. In the meantime, if you have any additional questions, please feel free to contact me directly at 850-412-3872.

Thank you.

Jamie Skipper - CHIEF OF HUMAN RESOURCES-AHCA

AHCA Bldg 2, Suite 1400, Room 133, Mail Stop 13 - HUMAN RESOURCES

+1 850-412-3872 (Office) - Jamie.Skipper@ahca.myflorida.com

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From: Brennan, Michael <Michael.Brennan@ahca.myflorida.com>

Sent: Wednesday, October 2, 2019 7:56 AM

To: Mayhew, Mary <Mary.mayhew@ahca.myflorida.com>

Cc: Cain, Marilyn <Marilyn.Cain@dms.myflorida.com>

Subject: 2nd Follow Up Performance Pay Increase Request

Importance: High

Secretary Mayhew,

I am kindly following up on my request provided to you initially on July 25, 2019 with a follow up request on August 23, 2019 regarding in accordance with our Collective Bargaining Unit Contract Article 25 Section 5 a performance pay increase for my continued exemplary performance with the Agency for Health Care Administration. Any update as requested is appreciated and I would like to have the opportunity to discuss this matter with you at your earliest convenience.

Thank you,

Michael Brennan - FIRE PROTECTION SPECIALIST

Jacksonville - HQA AREA 4

921 N. DAVIS STREET, JACKSONVILLE, FL. 32209

+1 904-798-4201 (Office) - 904-359-6054 (Fax)



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RE: 2nd Follow Up Performance Pay Increase Request



Skipper, Jamie
To Brennan, Michael

Reply Reply All Forward

Fri 10/11/2019 9:21 AM

You replied to this message on 10/13/2019 9:30 AM.

Phish Alert Action Items

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Michael,

I want to thank you for your years of service to the State of Florida and to the Agency. At this time, we are not able to authorize your request for a performance-based pay increase. Merit pay increases based on an employee's exemplary performance is contingent on the availability of funds. Overall, the Agency had approximately 913 employees who received a rating of above expectation or exceptional on their annual performance evaluation for 2018-2019 evaluation cycle. Of those employees, 473 are located within the Division of Health Quality Assurance (HQA). The Agency would need to consider all employees who received above expectation or exception on their annual performance evaluation when evaluating merit pay increases.

While the Agency may not be able to authorize performance-based (merit pay) increases, we are continuously reviewing our options to assist employees with workload distribution, pay incentives (non-merit pay) and employee recognition. In April 2018, the Bureau of Field Operations reclassified three positions to Fire Protection Specialists to assist with current workloads within the Bureau. In addition, Fire Protection Specialists are the only surveyors within the Agency who receive uniform allowances. This incentive may not be big, but it is still an incentive that not all surveyors receive. Further, the Agency utilizes the AHCA Star Award to recognize employees who go above and beyond in the performance of their daily duties.

Please know that we will continue to review pay levels for all employees and address accordingly. Thank you again for your effort and commitment to AHCA. AHCA is interested in ensuring that your concerns are addressed and that AHCA continues to foster a working environment in which employees feel that they can communicate openly with management. If you should have any questions or need additional assistance, please do not hesitate to contact me by email or by phone.

Thanks,

Jamie Skipper - CHIEF OF HUMAN RESOURCES-AHCA

AHCA Bldg 2, Suite 1400, Room 133, Mail Stop 13 - HUMAN
RESOURCES

+1 850-412-3872 (Office) - Jamie.Skipper@ahca.myflorida.com



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From: Brennan, Michael <Michael.Brennan@ahca.myflorida.com>

Sent: Wednesday, October 2, 2019 6:09 PM

To: Skipper, Jamie <Jamie.Skipper@ahca.myflorida.com>

Subject: Re: 2nd Follow Up Performance Pay Increase Request

RE: 2nd Follow Up Performance Pay Increase Request



Skipper, Jamie
To: Brennan, Michael

Reply Reply All Forward ...

Mon 10/14/2019 9:36 AM

You replied to this message on 10/14/2019 9:39 AM.

Phish Alert Action Items

Get more add-ins

Michael,

Are you available around 11:30?

From: Brennan, Michael <Michael.Brennan@ahca.myflorida.com>
Sent: Sunday, October 13, 2019 9:30 AM
To: Skipper, Jamie <Jamie.Skipper@ahca.myflorida.com>
Cc: Cain, Marilyn <Marilyn.Cain@dms.myflorida.com>
Subject: Re: 2nd Follow Up Performance Pay Increase Request

Mr. Skipper,

Please give me a call at your earliest convenience. As we need to discuss your response to include the inability of this Agency to follow the Contract Language provisions without inputting considerations of items outside the scope of the provided contract language and it's continued lack of ability to provide equitable recognition of all Agency Positions.

Michael Brennan
Fire Protection Specialist
Area 4 Jacksonville
904-318-7043
michael.brennan@ahca.myflorida.com

From: Skipper, Jamie <Jamie.Skipper@ahca.myflorida.com>
Sent: Friday, October 11, 2019 9:20:33 AM
To: Brennan, Michael <Michael.Brennan@ahca.myflorida.com>
Subject: RE: 2nd Follow Up Performance Pay Increase Request

Michael,

I want to thank you for your years of service to the State of Florida and to the Agency. At this time, we are not able to authorize your request for a performance-based pay increase. Merit pay increases based on an employee's exemplary performance is contingent on the availability of funds. Overall, the Agency had approximately 913 employees who received a rating of above expectation or exceptional on their annual performance evaluation for 2018-2019 evaluation cycle. Of those employees, 473 are located within the Division of Health Quality Assurance (HQA). The Agency would need to consider all employees who received above expectation or exception on their annual performance evaluation when evaluating merit pay increases.

While the Agency may not be able to authorize performance-based (merit pay) increases, we are continuously reviewing our options to assist employees with workload distribution, pay incentives (non-merit pay) and employee recognition. In April 2018, the Bureau of Field Operations reclassified three positions to Fire Protection Specialists to assist with current workloads within the Bureau. In addition, Fire Protection Specialists are the only surveyors within the Agency who receive uniform allowances. This incentive may not be big, but it is still an incentive that not all surveyors receive. Further, the Agency utilizes the AHCA Star Award to recognize employees who go above and beyond in the performance of their daily duties.

Please know that we will continue to review pay levels for all employees and address accordingly. Thank you again for your effort and

7th Year Request Performance Pay Increase



Brennan, Michael

To Mayhew, Mary

Bcc governorron.desantis@eog.myflorida.com; ltgovernorjeanette.nunez@eog.my; ['mbrennan25@cfl.rr.com'](mailto:mbrennan25@cfl.rr.com)


Reply

Reply All

Forward

...

Tue 08/25/2020 8:02 AM

 You forwarded this message on 08/25/2020 8:04 AM.
This message was sent with High importance.

Phish Alert

+ Get more add-ins

Secretary Mayhew,

As the Agency Head, I am again for the 7th year in a row submitting this request for a review and approval for a performance pay increase. In the last 9 years with the Agency for Health Care Administration I have always strived to perform above and beyond the performance goals that were set before me. I have never stopped in making sure my work is completed diligently, additional duties needing to be completed taken on, requests for assistance to other offices taken without question, and assisting in the re-writing of the State K-tag 's used for our survey process, training of new hired Fire Protection Specialists, training of and assisting area office staff with certain programs which have unique attributes, and without question answer those requests of me to ensure the Agency meets its obligations to the citizens of this State.

When I entered service with this Agency the performance based evaluation system was the only means in which personnel had to obtain an increase in base pay, as no cost of living adjustments are provided and that was acknowledged at my hiring. It was also without having to resort to filing an false job application to seek employment elsewhere and coming back with the job offer to see if the Agency wanted to keep you and provide an increase. As long as you maintained your job duties and did just what was expected and received a scoring of 3 you would receive a 1% increase. Performed some additional job duties, then you would get a score of 4 which allowed you to receive a 2% increase. If you really out performed, went above and beyond regularly, and reached to do your very best and obtained the maximum score 5 you would receive up to a 3% increase.

In my 9 years with this Agency I have always achieved in excess of 4's on my performance expectations. In the last 6 years alone through a lot of hard work, dedication, and sacrifice, I was able to meet and exceed my required goals and obtain all 5's in 2015, 2016 with a 4.66 in 2017 due to no new hires to train, and again all 5's in 2018, 2019, and again 2020. If the performance based evaluation system was followed for the performance pay increases over my last 7 years of service, then I should have received a 2.25%, 2.5%, 3%, 3%, 2.5%, 3%, 3%, and 3% increase for the past consecutive years for a total of 22.25%.

In these past 9 years the cost of living has increased dramatically, insurance costs have increased almost every year, and other required deductions are skyrocketing as well. With these increases my received wage has decreased every single year rather than increasing even if just to stay equal with the cost of living. I have watched as other Fire Protection Specialists within our Agency with much less years of service have received pay increases, which exceed my own, while no explanation can be given and performance evaluations did not exceed mine. I am again, for the 2nd time in my service to this Agency, the only Fire Protection Surveyor in my Area Office, since February 2020, covering 7 counties increasing my costs and leaving me little to no time for personal leave as our Office would not be able to meet our work load.

I am humbly requesting that a review of my performance and work ethic for this Agency be evaluated and an approval of a increase of \$1.78 to be brought in line with those of other junior Fire Protection Specialists be granted per our Contract Article 25 Performance Pay Increase. The established contract provision is the means by which the Agency is to be providing pay increases and continues to be ignored. If this request cannot be granted a written explanation is requested to justify and provide a means by which an employee of this Agency can earn an increase going forward.

I thank you for the consideration and am available if you have any questions regarding this continued issue within our Agency.

Michael Brennan - FIRE PROTECTION SPECIALIST

Jacksonville - HQA AREA 4
921 N. DAVIS STREET, JACKSONVILLE, FL. 32209
+1 904-798-4201 (Office) - 904-359-6054 (Fax)
Michael.Brennan@ahca.myflorida.com

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FW: 7th Year Request Performance Pay Increase



Skipper, Jamie
To Brennan, Michael

Reply Reply All Forward

Wed 08/26/2020 3:12 PM

Phish Alert

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Good afternoon Mr. Brennan,

The Bureau of Human Resources is in receipt of your request. At this time, we are reviewing your request with your Division/Bureau. We will provide a written response to your request as soon as possible. In the meantime, if you have any additional questions, please feel free to contact me directly at 850-412-3872.

Thank you.

Jamie Skipper - CHIEF OF HUMAN RESOURCES-AHCA

Bldg 2, Suite 1400, Room 133, Mail Stop 13 - HUMAN
RESOURCES
2727 MAHAN DR., TALLAHASSEE, FL. 32308
+1 850-412-3872 (Office) - (Fax)
Jamie.Skipper@ahca.myflorida.com

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From: Brennan, Michael <Michael.Brennan@ahca.myflorida.com>
Sent: Tuesday, August 25, 2020 8:02 AM
To: Mayhew, Mary <Mary.Mayhew@ahca.myflorida.com>
Subject: 7th Year Request Performance Pay Increase
Importance: High

Secretary Mayhew,

As the Agency Head, I am again for the 7th year in a row submitting this request for a review and approval for a performance pay increase. In the last 9 years with the Agency for Health Care Administration I have always strived to perform above and beyond the performance goals that were set before me. I have never stopped in making sure my work is completed diligently, additional duties needing to be completed taken on, requests for assistance to other offices taken without question, and assisting in the re-writing of the State K-tag 's used for our survey process; training of new hired Fire Protection Specialists, training of and assisting area office staff with certain programs which have unique attributes, and without question answer those requests of me to ensure the Agency meets its obligations to the citizens of this State.

When I entered service with this Agency the performance based evaluation system was the only means in which personnel had to obtain an increase in base pay, as no cost of living adjustments are provided and that was acknowledged at my hiring. It was also without having to resort to filing an false job application to seek employment elsewhere and coming back with the job offer to see if the Agency wanted to keep you and provide an increase. As long as you maintained your job duties and did just what was expected and received a scoring of 3 you would receive a 1% increase. Performed some additional job duties, then you would get a score of 4 which allowed you to receive a 2% increase. If you really out performed, went above and beyond regularly, and reached to do your very best and obtained the maximum score 5 you would receive up to a 3% increase.

Performance Pay Increase Evaluation Request



Smoak, Kimberly
To: Brennan, Michael

Reply

Reply All

Forward



Mon 10/26/2020 12:16 PM

You forwarded this message on 10/26/2020 2:07 PM.
This message was sent with High importance.

Phish Alert

+ Get more add-ins

Michael,

Your email request below was forwarded to AHCA for review and response. At this time, we are not able to authorize your request for a performance-based pay increase. Merit pay increases based on an employee's exemplary performance and is contingent on the availability of funds. While AHCA may not be able to authorize performance-based (merit pay) increases, we are continuously reviewing our options to assist employees with workload distribution, pay incentives (non-merit pay) and employee recognition. AHCA had approximately 1039 employees who received an overall rating of commendable or outstanding on their annual performance evaluation for 2019-2020 evaluation cycle. Of those employees, 531 are located within the Division of Health Quality Assurance (HQA). AHCA would need to consider all employees who received above commendable or outstanding on their annual performance evaluation when evaluating merit pay increases. In general, the two most common pay increase types that AHCA uses are for added duties or competitive offers of employment. On a case by case basis and based on availability of funds, AHCA will review requests for permanent salary increases based on added duties or competitive offers for employment.

Also, Fire Protection Specialists with AHCA are the only employees who receive a uniform allowance. This incentive may not be big, but it is still an incentive that only Fire Protection Specialists receive at AHCA.

Please know that we will continue to review pay levels for all employees and address accordingly. Thank you again for your effort and commitment to AHCA and your years of service to the State of Florida. If you should have any questions or need additional assistance, please do not hesitate to contact me by email or by phone.

Thank you, Kim

Kimberly R. Smoak, MSH, QIDP
Chief of Field Operations/State Survey Agency Director
Division of Health Quality Assurance
Agency for Health Care Administration
2727 Mahan Drive MS#59, Tallahassee Fl. 32308
(850) 412-4516 Office Or Cell (850) 559-8273
Kimberly.Smoak@ahca.myflorida.com

**PBA –
Florida Highway Patrol**



FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

March 2, 2021

Senator Ray Rodrigues, Co-Chair
Representative Jason Fischer, Co-Chair
Joint Select Committee on Collective Bargaining
Governmental Oversight and Accountability Committee
404 South Monroe Street
Tallahassee, FL 32399-1100

Re: **PBA Collective Bargaining Proposals for Law Enforcement Units:
Florida Highway Patrol and Law Enforcement**

Dear Senator Rodrigues and Representative Fischer,

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

Governor DeSantis and the two PBA units above are currently at impasse over one issue in each bargaining unit: Wages.

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

CONTACT PERSONS

Information relating to the PBA proposal is available from two contact persons:

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

MAJOR ISSUES

Wages (Florida Highway Patrol) -Article 25-

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

On July 1, 2021, the following increase in pay will be applied:

- 3% across the board pay increase to all sworn law enforcement officers.

Wages (Law Enforcement) -Article 25-

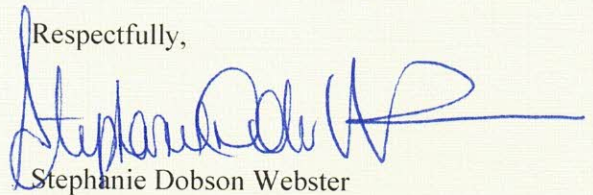
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On July 1, 2021, the following increase in pay will be applied:

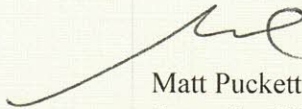
- 3% across the board pay increase to all sworn law enforcement officers.

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

Respectfully,



Stephanie Dobson Webster
General Counsel



Matt Puckett
Executive Director

Encl(s)

Cc: Michael Mattimore, DMS Chief Negotiator
William Smith, FHP Chapter President
Scott Hoffman, SLEO Chapter President





FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

The Voice of Florida's Law Enforcement Officers

March 2, 2021

Representative Jason Fischer, Co-Chair
Senator Ray Rodrigues, Co-Chair
Joint Select Committee on Collective Bargaining
Governmental Oversight and Accountability Committee
404 South Monroe Street
Tallahassee, FL 32399-1100

Re: **PBA Collective Bargaining Proposals for Law Enforcement Unit: Security Services Unit**

Dear Representative Fischer and Senator Rodrigues,

It is with great regret that the PBA must inform your committee that we have not been able to commence collective bargaining negotiations this year with the State. This is due to pending litigation over an imposed waiver of rights from last year's session. Last year, the Department of Corrections and the Department of Management Services put forth a proposal on Article 23, Hours of Work/Overtime which included the following language:

"The normal workweek for each full-time employee shall be 40 hours unless the employee is on an agency-established extended work period. The workday shall be defined for each employee in accordance with Section 110.219, Florida Statutes."

Florida Statute 110.219 states, "(1) The workday for each full-time employee shall be 8 hours *or as otherwise justified by the agency head.*" The language of this statute clearly gives the agency head unfettered discretion to unilaterally change the hours of work for members of the Security Services Unit. Chapter 110 is intended to govern employees that are not represented by a labor organization. This is evidenced by the language at the beginning of Chapter 110.105 (5), "**This chapter may not be construed either to infringe upon or supersede the rights guaranteed public employees under chapter 447.**" Chapter 447 is the statute that governs Labor Organizations. The Security Services Unit is represented by the PBA, a labor organization.

It is undisputed and well-settled law that work hours is a **mandatory** subject of collective bargaining. Additionally, it is well-settled that an imposition of a "waiver" of a mandatory subject of collective bargaining rights is an unfair labor practice. The language contained in 110.219 is clearly a waiver of the PBA's right to negotiate work hours as it gives the agency head the ability to unilaterally determine work hours without negotiating with the PBA. Under this language, the agency head can change the work hours whenever he wants to whatever he wants. This is clearly contrary to the law. Gator Lodge Number 67, Inc. Fraternal Order of Police v. City of Gainesville, 39 FPER ¶ 193 (2019) explains that the law prohibits a public employer from imposing or implementing a **waiver** through the impasse process. Unfortunately, this is exactly what happened last year. The PBA attempted to convey the waiver issue on multiple occasions to the Chief Negotiator for the State, the State's collective bargaining team, and the 2020 Joint Select Committee on Collective Bargaining. Regrettably, the State's unlawful language was still imposed on the Security Services Unit.

The PBA had no choice, but to then file an unfair labor practice charge. The General Counsel of the Public Employee Relations Commission (PERC) found the PBA's allegations sufficient to proceed to a hearing. The PBA has attempted to get the case heard at PERC on multiple occasions, but the State

continues to request discovery from the PBA which they believe will assist them in determining why they put forth a waiver which the Legislature ultimately imposed. It defies common sense that the PBA would be in possession of any information as to why the Chief Negotiator proposed an unlawful waiver to the Legislature. Nevertheless, due to their multitude of discovery requests, the case has been postponed for months and the PBA cannot submit the contract for ratification by its members. Once the PBA has a ruling by the Public Employees Relations Commission, or the unlawful language is removed, the PBA will be able to move forward with the ratification process. After the contract is ratified, the PBA will be more than willing to begin negotiations for a successor contract. However, until the issue is resolved, the PBA cannot begin negotiations on a successor agreement. Therefore, we have no issues to present to you at the March 8th hearing.

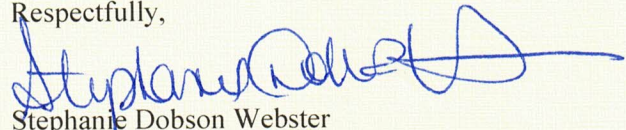
Additionally, caselaw states that if the PBA were to submit the contract to the membership for ratification with the imposed waiver language, the PBA would forgo any challenges to the legality of the waiver. Submission for ratification would act as an acceptance of the imposed waiver regarding work hours. Palm Beach County Police Benevolent Association v. Village of North Palm Beach, 20 FPER ¶ 25004 (1993). The PBA is unwilling to forfeit our officer's constitutional rights.

On February 25, 2021, the State's Chief Negotiator emailed the PBA a copy of a proposal for Article 23: Hours of Work which currently the subject of three pending unfair labor practices. Interestingly, the proposed Article 23, eliminates the waiver language currently at issue in the unfair labor practices.

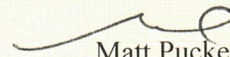
Moreover, the State's proposal on February 25th, was also issued after impasse was declared. As noted in Mr. Mattimore's January 28, 2021 letter to President Simpson and Speaker Sprowls, impasse was triggered thereby preventing either side from opening any new article after such date. This means that even if we were engaged in active negotiations, the State could not lawfully open a previously unopened article after impasse occurred.

It is for these reasons that the PBA and the State have been unable to work together to secure a successor contract. We truly hope that these issues will soon be resolved so we can work together to better the circumstances for all of our correctional officers, probation officers, and institutional security specialists.

Respectfully,



Stephanie Dobson Webster
General Counsel



Matt Puckett
Executive Director

Encl(s)

Cc: Michael Mattimore, DMS Chief Negotiator,
James Baiardi, State Correctional Officers Chapter President





Office of the General Counsel
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-487-1082

Ron DeSantis, Governor

January 28, 2021

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

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

Re: Notification of Collective Bargaining Impasse

Dear President Simpson and Speaker Sprowls:

An impasse has occurred in the collective bargaining negotiations between the Governor and the six employee associations representing 13 bargaining units of state employees, pursuant to section 216.163(6), Florida Statutes. We will continue to negotiate in the coming weeks in an effort to reach agreement on as many unresolved issues as possible and will submit information regarding those we cannot resolve no later than March 2, 2021, pursuant to section 447.403(5), Florida Statutes.

If you have questions or concerns, please contact me at (850) 561-3503, or Maryellen McDonald, Assistant General Counsel for the Department of Management Services, at (850) 414-7646.

Sincerely,

Michael Mattimore
Chief Labor Negotiator

MM/abg

cc: Donna M. Poole, Chair, Public Employees Relations Commission
Chris Spencer, Policy Director, Executive Office of the Governor
Jonathan R. Satter, Secretary, Department of Management Services
Tami Fillyaw, Chief of Staff, Department of Management Services
Katie Parrish, Deputy Secretary, Department of Management Services
William Chorba, General Counsel, Department of Management Services
Sharon Larson, Director, State Human Resource Management, Department of Management Services
Cody Farrill, Deputy Chief of Staff, Department of Management Services
Collective Bargaining Agent Representatives

Article 23
HOURS OF WORK/OVERTIME

SECTION 1 – Hours of Work and Overtime

(A) The normal workweek for each full-time employee shall be 40 hours unless the employee is on an agency-established extended work period. ~~The workday shall be defined for each employee in accordance with Section 110.219, Florida Statutes.~~ At the Department of Corrections, there shall be an 8.5 hour work shift pilot to be administered in accordance with the Fiscal Year 2020-2021 General Appropriations Act. Additionally, effective July 1, 2021 or as soon as practicable thereafter, an additional one-third of its institutions or the approximate equivalent shall be converted to the 8.5 hour work shifts at the Department of Corrections. In furtherance of the implementation of the 8.5 hour work shift pilot that is to be administered at the Department of Corrections in accordance with the Fiscal Year 2020-2021 and 2021-2022 General Appropriations Act, the Department of Corrections is authorized to implement the following Department of Corrections' Procedures: (1) Procedure 208.007 titled Extended Workdays For Correctional Officers (effective September 25, 2020); (2) Procedure 208.023 titled Request for Shift Change And Days Off Change (effective September 14, 2020); and (3) Procedure 208.035 titled Correctional Officers' Notification Of Unscheduled Absence (effective September 10, 2020).

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

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

(D) Management retains the right to approve time off for its employees.

(E) The state agrees that the assignment of overtime is not to be made on the basis of favoritism.

(F) Absent a compelling need, an employee shall not be required to work an extended workday of more than 16.5 continuous hours. Upon working an extended workday of greater than 12.50 hours, an employee shall be given a minimum of 7.5 ~~eight~~ hours between shifts before returning for his next shift (whether scheduled or unscheduled).

For the State

For the PBA

Mike Mattimore
State's Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date

SECTION 2 – Work Schedules, Vacation and Holiday Schedules

(A) When the regular work schedule of an employee is changed, the employee’s normal work schedule, showing the employee’s shift, workdays, and hours, will be posted no less than 14 calendar days in advance, and will reflect at least a two-workweek schedule; however, the state will make a good faith effort to reflect a one-month schedule. In the event an employee’s shift, workdays or hours are changed while the employee is on approved leave, the agency will make a good faith effort to notify the employee of the change at his home. With prior written notification of at least three workdays to the employee’s immediate supervisor, employees may agree to exchange days or shifts on a temporary basis. If the immediate supervisor objects to the exchange of workdays or shifts, the employee initiating the notification shall be advised that the exchange is disapproved.

(B) For shifts, and shift changes the following shall apply:

(1) In the Department of Children and Families where practical, shifts, shift changes, and regular days off shall be scheduled with due regard for the needs of the agency, seniority, and employee preference. However, there may be times when the needs of the agency will not permit such scheduling. In situations when an employee’s shift and/or regular days off are changed, the agency will make a good faith effort to keep the employee on the new shift or regular days off for a minimum of 12 months unless otherwise requested by the employee.

(2) For the Department of Corrections, shifts, shift changes, and regular days off shall be scheduled primarily to meet the needs of the agency, with due regard for employee seniority, work history, and preference. Management is responsible for the assignment to and from administrative shift positions. The Department of Corrections, whenever practical, will try to offset an officer’s additional work hours in conjunction with his regular days off.

(C) 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) Correctional probation officers (excluding community control officers) may be required to work a maximum of 16 hours per month outside the normal 8 a.m. to 5 p.m., Monday through Friday schedule. The 16 hours may be broken down into no less than two-hour or more than eight-hour segments. Officers may schedule their field time in the morning, evening, Saturday

For the State

For the PBA

Mike Mattimore
State’s Chief Labor Negotiator

Stephanie Dobson Webster
General Counsel and Chief Negotiator

Date

Date